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COPY

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

Regular Meeting--Wednesday, August 3, 1994

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

ERNEST R. WISH
City Clerk

Attendance At Meeting.

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

Absent -- Aldermen Streeter, Bialczak, Allen.

Call To Order.

On Wednesday, August 3, 1994 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Quorum present.

Invocation.

Reverend Walter Lemons, Jr., Assistant Minister of Greater Metropolitan Missionary Baptist Church, opened the meeting with prayer.

Rules Suspended -- REPORT OF COMMITTEE ON COMMITTEES, RULES AND ETHICS.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the report of the Committee on Committees, Rules and Ethics. The motion *Prevailed.*

APPOINTMENT OF MS. CARRIE M. AUSTIN AS ALDERMAN OF THIRTY FOURTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 25, 1994.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, July 25, 1994 for the purpose of considering the appointment by The Honorable Richard M. Daley, Mayor, of Carrie M. Austin to fill the term of Alderman of the 34th Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed aldermanic appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Carrie M. Austin as Alderman of the 34th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

At this point in the proceedings, Alderman Burke requested that retired Alderman Anthony C. Laurino escort Ms. Austin to the clerk's rostrum. City Clerk Ernest R. Wish thereupon administered the oath of office to Ms. Carrie M. Austin.

The oath of office of Alderman Carrie M. Austin was *Placed on File* in the Office of the City Clerk.

APPOINTMENT OF MS. MARGARET LAURINO AS ALDERMAN OF THIRTY-NINTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 25, 1994.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, July 25, 1994 for the purpose of considering the appointment by The Honorable Richard M. Daley, Mayor, of Margaret Laurino to fill the term of Alderman of the 39th Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed aldermanic appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Margaret Laurino as Alderman of the 39th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

At this point in the proceedings, Alderman Burke requested that retired Alderman Anthony C. Laurino escort Ms. Laurino to the clerk's rostrum. City Clerk Ernest R. Wish thereupon administered the oath of office to Ms. Margaret Laurino.

The oath of office of Alderman Margaret Laurino was *Placed on File* in the Office of the City Clerk.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO THE HONORABLE ANTHONY C. LAURINO ON HIS RETIREMENT AS ALDERMAN OF 39TH WARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Alderman Anthony C. Laurino on the occasion of his retirement and acknowledging his contribution as Alderman of the 39th Ward.

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, Anthony C. Laurino was elected alderman of the 39th Ward on May 18, 1965, took the oath of office on May 26, 1965, and has served as alderman of the 39th Ward continuously since that time; and

WHEREAS, Alderman Laurino has resigned as alderman of the 39th Ward, effective August 3, 1994; and

WHEREAS, Alderman Laurino was born and raised on Chicago's West Side, where he aspired to a career as a prize fighter; and

WHEREAS, In his early twenties, Alderman Laurino developed an appreciation for the political process as a way of serving his neighbors; and

WHEREAS, Alderman Laurino began his career in public service in 1936, when he was appointed a city inspector, and he later was a clerk in the Bureau of Water; and

WHEREAS, Alderman Laurino has served under Mayors Edward Kelly, Martin Kennelly, Richard J. Daley, Michael J. Bilandic, Jane M. Byrne, Harold Washington, Eugene Sawyer and Richard M. Daley; and

WHEREAS, Continuously since his election in 1965, Alderman Laurino has paid close attention to the physical condition of his ward, personally inspecting conditions of streets and alleys, monitoring traffic, watching for graffiti and helping organize its removal; and

WHEREAS, His unstinting attention to these small details of community life has won Alderman Laurino larger and larger margins of victory in his re-elections, and has also earned him the label of "alley alderman", which he wears with the pride in the community he serves; and

WHEREAS, Throughout his career, Alderman Laurino has made his office available to anyone in need of his service or support, and has also bestowed on his newer colleagues the wisdom he has gained over the years; and

WHEREAS, Alderman Laurino's personal humility, gentle humor and soft-spoken manner have never been diminished by his seniority in the City Council, and all of his colleagues have considered themselves fortunate to know and work with him; and

WHEREAS, Alderman Laurino's career is an example to all Chicagoans of the concern for one's community and care for one's neighbor that are the cornerstones of true public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this third day of August, 1994, do hereby thank our dear friend and colleague, Anthony C. Laurino, for his support and friendship during his tenure as alderman, and congratulate him on his many accomplishments in public life; and

Be It Further Resolved, That we join the people of the 39th Ward and all Chicagoans in expressing gratitude for Alderman Laurino's devoted service; and

Be It Further Resolved, That we wish Alderman Laurino good health and success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Anthony C. Laurino as a token of our esteem and affection.

On motion of Alderman Burke, seconded by Aldermen Mazola, Preckwinkle, Bloom, Steele, Beavers, Shaw, Buchanan, Murphy, Rugai, Troutman, Evans, E. Smith, Burrell, Suarez, Gabinski, Mell, Wojcik, Banks, O'Connor, Doherty, Natarus, Hansen, Levar, Schulter, M. Smith and Stone, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his personal best wishes to Alderman Anthony C. Laurino. Noting that the friendship between the Daley and Laurino families spanned generations, Mayor Daley spoke of the on-going service orientation of the Laurino family, with Anthony's son William serving as a Representative to the Illinois General Assembly and daughter Marge assuming the aldermanic seat held by her father. Tony Laurino was a tireless advocate for the 39th Ward, the Mayor declared, and observed that his dedication and commitment to the people of his community was such that none who served with Alderman Laurino were unaffected by his example. Speaking on behalf of the Daley family and the people of Chicago, Mayor Daley then wished Alderman Laurino health and happiness.

Alderman Anthony C. Laurino rose to acknowledge the accolades of his colleagues. Declaring that he would "never forget this day", he recalled that the late Mayor Richard J. Daley often said that "no one walks alone". The people of the 39th Ward and his family have always walked with him, the Alderman stated, and his constituents have essentially become his extended family. "I do not believe in speeches, but in action" Alderman Laurino declared and observed that his professional life has been dedicated to fighting on behalf of that 39th Ward "family". Alderman Laurino then thanked Mayor Daley, not only for his leadership and assistance as the Mayor of Chicago, but also for his friendship. Thanking his aldermanic colleagues for their support, Alderman Laurino noted that he still retained the position of Democratic Committeeman of the 39th Ward and promised to maintain his involvement in support of his community.

Referred -- APPOINTMENT OF MS. CHERRYL THOMAS AS COMMISSIONER OF BUILDINGS.

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 Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- I have appointed Cherryl Thomas as Building Commissioner to succeed Graham C. Grady, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. GRACE CARROLL BARRY 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

August 3, 1994.

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

LADIES AND GENTLEMEN -- I have reappointed Grace Carroll Barry as a member of the Cable Commission for a term expiring March 12, 1999.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. SAN LUONG O AND MS. MARIAN PRITZKER AS MEMBERS OF CHICAGO PUBLIC LIBRARY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- I have reappointed San Luong O and Marian Pritzker as members of the Chicago Public Library Board for terms expiring June 30, 1997.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JAMES A. FITCH, JR. AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NUMBER 5).

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

August 3, 1994.

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

LADIES AND GENTLEMEN -- I have appointed James A. Fitch, Jr. as a member of the Commercial Avenue Commission (Special Service Area No. 5) for a term expiring October 1, 1995 to succeed Nicholas Alivojdovic, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. TIMOTHY J. JOHNS AS MEMBER OF PERSONNEL BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- I have reappointed Timothy J. Johns as a member of the Personnel Board for a term expiring July 19, 1999.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO AUSTIN SQUARE LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF BUILDINGS AND VACANT PROPERTY FOR LOW-INCOME FAMILIES RENTAL HOUSING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of

Housing, I transmit herewith an ordinance authorizing a loan of $6,288,522 in Community Development Block Grant funds to Austin Square Limited Partnership, for the acquisition and rehabilitation of seven buildings and a vacant lot to provide 166 rental units for low-income families.

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 CHICAGO BOARD OF EDUCATION FOR INSTALLATION OF BICYCLE RACKS ON BOARD PROPERTY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement between the Department of Transportation and the Chicago Board of Education for the installation of bicycle racks on Board property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ADOPTION OF REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT, DESIGNATION OF REDEVELOPMENT PROJECT AREA AND ADOPTION OF TAX INCREMENT FINANCING FOR I-55/ASHLAND AVENUE PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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 approving and adopting a Redevelopment Plan and Redevelopment Project for the I-55/Ashland Avenue Project Area; an ordinance designating the Redevelopment Project Area; and an ordinance adopting tax increment financing for the Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MANAGEMENT AGREEMENT WITH SOUTHEAST CHICAGO DEVELOPMENT COMMISSION FOR MANAGEMENT OF SERVICES AND FUNDS FOR SPECIAL SERVICE AREA NUMBER 5.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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 execution of a management agreement between the City of Chicago and the Southeast Chicago Development Commission for the management of services and funds for Special Service Area No. 5.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MANAGEMENT AGREEMENT WITH BACK OF THE YARDS BUSINESS ASSOCIATION FOR MANAGEMENT OF SERVICES AND FUNDS FOR SPECIAL SERVICE AREA NUMBER 10.

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

communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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 execution of a management agreement between the City of Chicago and the Back of the Yards Business Association for the management of services and funds for Special Service Area No. 10.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MANAGEMENT AGREEMENT WITH BACK OF THE YARDS BUSINESS ASSOCIATION FOR MANAGEMENT OF SERVICES AND FUNDS FOR SPECIAL SERVICE AREA NUMBER 13.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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 execution of a management agreement between the City of Chicago and the Back of the Yards Business Association for the management of services and funds for Special Service Area No. 13.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION OF SPECIAL ASSISTANCE GRANT FUNDS FROM ILLINOIS ARTS COUNCIL FOR CHICAGO ARTIST INTERNATIONAL PROGRAM AND OPEN DIALOGUE CONFERENCE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs, I transmit herewith an ordinance authorizing a supplemental appropriation of $11,000, representing a Special Assistance Grant from the Illinois Arts Council for the Chicago Artist International Program and the Open Dialogue Conference.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS FROM STATE OF ILLINOIS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Library Commissioner, I transmit herewith three ordinances authorizing supplemental appropriations of $51,820 representing grants from the State of Illinois.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- TERMINATION OF REDEVELOPMENT AGREEMENT WITH GENDA, INC. AND AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED PROPERTY AT 5728 -- 5732 WEST ROOSEVELT ROAD TO WEST ROOSEVELT ROAD CORPORATION PURSUANT TO 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 Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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 terminating the redevelopment agreement between the City of Chicago and Genda, Inc. and authorizing the conveyance of 5728 -- 5732 West Roosevelt Road to West Roosevelt Road Corporation pursuant to the Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BIDS FOR SALE OF CITY-OWNED PROPERTIES AT SUNDRY LOCATIONS UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance accepting bid proposals for the sale of various City-owned properties pursuant to the City's Adjacent Neighbors Land Acquisition Program. The attached bid proposals were opened at a public meeting held July 22, 1994.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO QUALIFIED PARTICIPANTS 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

August 3, 1994.

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 five ordinances authorizing the transfer of various properties to nominees selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH BURLINGTON NORTHERN RAILROAD COMPANY FOR IMPROVEMENT AND REMOVAL OF RAILROAD CROSSINGS IN VICINITY OF WEST 21ST STREET AND SOUTH LOOMIS 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 Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an agreement with the Burlington Northern Railroad Company for the improvement of one railroad crossing and the removal of another in the vicinity of West 21st Street and South Loomis Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR IMPLEMENTATION OF CHICAGO DEEP SUBSIDY PROGRAM IN CONNECTION WITH 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

August 3, 1994.

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 implementation of the Chicago Deep Subsidy Program in connection with the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR IMPLEMENTATION OF SINGLE-FAMILY REHABILITATION AND DOWN PAYMENT AND CLOSING COST ASSISTANCE PROGRAM IN CONNECTION WITH 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

August 3, 1994.

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 implementation of the Single-Family Rehabilitation and Down Payment and Closing Cost Assistance Program in connection with the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF SAFETY STANDARDS RELATING TO TIRE STORAGE FACILITIES.

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 Buildings and the members of the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 3, 1994.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance establishing safety standards relating to facilities at which tires are stored.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Mr. Ernest R. Wish, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- EXECUTIVE ORDER 94-2 ESTABLISHING CITIZENSHIP ASSISTANCE COUNCIL.

A communication from The Honorable Richard M. Daley, Mayor, transmitting Executive Order 94-2, establishing the Citizenship Assistance Council to develop and coordinate naturalization assistance activities to promote and assist eligible permanent residents who wish to become citizens, which was *Placed on File.*

Placed On File -- RESIGNATION OF THE HONORABLE ANTHONY C. LAURINO AS ALDERMAN OF THIRTY-NINTH WARD.

A communication from The Honorable Anthony C. Laurino notifying the City Council of his resignation as Alderman of the 39th Ward, effective August 3, 1994, which was *Placed on File.*

Placed On File -- DOCUMENTS CONCERNING SALE OF CITY OF CHICAGO WASTEWATER TRANSMISSION REVENUE BONDS, SERIES 1994.

A communication from Mr. Walter K. Knorr, City Comptroller, under date of July 26, 1994, transmitting the Determination Certificate, Bond Purchase Agreement, Preliminary Official Statement dated July 8, 1994, Official Statement dated July 13, 1994, and Financial Guaranty Agreement concerning the sale of $62,260,000 of City of Chicago Wastewater Transmission Revenue Bonds, which was *Placed on File.*

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

Copies of resolutions adopted by the Chicago Plan Commission on June 9,

1994 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File:*

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Old/New Ward	Address
Sealed Bid.		
94-083-02	32/32	2250 West Homer Street
Negotiated Sales.		
94-084-02	3/20	5726 -- 5728 South Calumet Avenue
94-085-02	3/20	5438 -- 5440 South Prairie Avenue
94-086-02	3/20	5442 South Prairie Avenue
94-088-02	43/43	1621 North Clybourn Avenue
94-089-02	9/9	356 East 136th Street
Adjacent Neighbors Program.		
94-071-02	Citywide	(list on file)
94-090-02	Citywide	(list on file)
Special Sale Program.		
93-145-02	Citywide	(list on file)
93-160-02	Citywide	(list on file)

Referral Number	Old/New Ward	Address
94-091-02	Citywide	(list on file)

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on July 13, 1994 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on August 3, 1994, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 13, 1994, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Bais Yaakov High School of Chicago -- to classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 15-J bounded by:

West Peterson Avenue; North Christiana Avenue; the public alley next south of and parallel to West Peterson Avenue; and a line 132.72 feet west of and parallel to North Christiana Avenue.

Mr. Jeff Bowles -- to classify as an M1-3 Restricted Manufacturing District instead of an R5 General Residence District the area shown on Map No. 1-G bounded by:

West Chicago Avenue; a line 97.11 feet east of North Sangamon Street; a line from a point 97.11 feet east of North Sangamon Street and 44.03 feet south of West Chicago Avenue to a point 146.23 feet east of North Sangamon Street as measured along the north line of the alley next south of West Chicago Avenue; the alley next south of West Chicago Avenue; and North Sangamon Street.

Krzystof and Marzenna Burtan -- to classify as a C2-1 General Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-K bounded by:

a line 75 feet north of and parallel to West Barry Avenue; a line 209 feet east of and parallel to North Lowell Avenue; West Barry Avenue; and North Lowell Avenue.

Clean Harbors of Chicago, Inc. -- to classify as a Manufacturing Planned Development instead of an M3-3 Heavy Manufacturing District the area shown on Map Nos. 28-C, 28-D and 30-D, bounded by:

the south line of Slip No. 8 of the Lake Calumet Anchorage Basin as extended east to the west line of South Stony Island Avenue; South Stony Island Avenue; the north line of Slip No. 4 of the Lake Calumet Anchorage Basin as extended east to the west line of South Stony Island Avenue; and the east line of the Lake Calumet Anchorage Basin.

Ms. Sharon L. Eiseman, solely as attorney for NHS Redevelopment Corporation -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-J bounded by:

the alley next north of and parallel to West Le Moyne Street; North Spaulding Avenue; West Le Moyne Street; and a line 50.45 feet west of North Spaulding Avenue.

Forest Edge Development Inc. -- to classify as an R4 General Residence District instead of an R1 Single-Family Residence District the area shown on Map No. 13-P bounded by:

a line 461.62 feet north of and parallel to West Summerdale Avenue; a line 372.25 feet east of and parallel to North East River Road; a line 135 feet north of and parallel to West Summerdale Avenue; a line 167 feet east of and parallel to North East River Road; a line 131.62 feet north of and parallel to West Summerdale Avenue; and North East River Road.

Ignacio and Augustina Granja and Stanley Sljivar -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District and an R3 General Residence District the area shown on Map No. 6-J bounded by:

West 27th Street; the alley next east of and parallel to South Pulaski Road; a line 83 feet south of West 27th Street; and South Pulaski Road.

Home Depot U.S.A., Inc. -- to classify as a C3-1 Commercial-Manufacturing District instead of an M2-2 General Manufacturing District; and to classify as a Business Planned Development instead of a C3-1 Commercial Manufacturing District the area shown on Map No. 20-F in the area bounded by:

a line 1,671.35 feet north of West 87th Street; the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; West 87th Street; a line 428 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 974.09 feet north of West 87th Street and 428 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists to a point 1,259 feet north of West 87th Street and 390 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to be connected by a line with an arc of 311.71 feet and a chord length of 306.44 feet; a line from a point 1,259 feet north of West 87th Street and 390 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to a point 1,337.35 feet north of West 87th Street and 205 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 1,337.35 feet north of West 87th Street and 205 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists to a point 1,671.35 feet north of West 87th Street and 32.68 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to be connected by a line with

a chord length of 324.85 feet and an arc of 337.506 feet; and a line 1,671.35 feet north of West 87th Street (point of beginning).

Lincoln, Ashland and Belmont, L.L.C. -- to classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 9-G bounded by:

West Henderson Street; a line 376.11 feet east of North Ashland Avenue; the alley next north of and parallel to West School Street; a line 360.24 feet east of North Ashland Avenue; West School Street; and a line 117 feet east of North Ashland Avenue.

Mr. Guido Neri -- to classify as an R4 General Residence District instead of a B1-1 Local Retail District the area shown on Map No. 7-O bounded by:

a line 100 feet north of West Wellington Avenue; a line 133.21 feet east of North Oriole Avenue; West Wellington Avenue; and North Oriole Avenue.

Mr. Joseph Riley -- to classify as a C2-2 General Commercial District instead of C1-1 Restricted Commercial District, B4-1 and B4-2 Restricted Service Districts and R3 General Residence District the areas shown on Map Nos. 5-I and 7-I bounded by:

the alley next north of and parallel to West Fullerton Avenue; North Artesian Avenue; West Fullerton Avenue; a line 182 feet west of North Western Avenue; the alley next south of and parallel to West Fullerton Avenue; the alley next east of and parallel to North Campbell Avenue; a line 147.79 feet south of West Fullerton Avenue; North Campbell Avenue; a line 110 feet south of West Fullerton Avenue; the alley next west of and parallel to North Campbell Avenue; West Fullerton Avenue; and North Campbell Avenue.

Ross Investment Partners 6 Level I.I.P., by its attorneys Rudnick and Wolfe -- to classify as a C2-3 General Commercial District instead of a B5-3 General Service District the area shown on Map No. 15-P bounded by:

the southerly right-of-way line of the John F. Kennedy Expressway; a line approximately 303 feet east of North Cumberland Avenue, as measured at the northerly right-of-way line of West Bryn Mawr Avenue; West Bryn Mawr Avenue; and North Cumberland Avenue.

600 Michigan L.L.C., an Illinois limited liability company, in care of the John Buck Company -- to classify as a Business Planned Development

instead of a B6-6 Restricted Central Business District and a B7-6 General Central Business District the area shown on Map No. 1-E bounded by:

North Michigan Avenue; East Ontario Street; North Rush Street; and East Ohio Street.

1500 North North Park L.L.C. -- to classify as an R5 General Residence District instead of Institutional Planned Development No. 144 the area shown on Map No. 3-F bounded by:

starting from a point 242.0 feet south of the south line of West North Avenue, and 102.2 feet west of the west line of North North Park Avenue and a line running east and parallel to the south line of West North Avenue for 102.2 feet to the west line of North North Park Avenue; thence the west line of North North Park Avenue running south 375 feet; thence a line 617 feet south of and parallel to the south line of West North Avenue running west 102.2 feet; thence a line 102.2 feet west of and parallel to the west line of North North Park Avenue, running north 375 feet 0 inches to the point of beginning.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adent Michael A., Aguilar Luis O., Allstate Ins. Co. (10) John P. Chang, Betris Clark, Marianne A. Dolan, Anna B. Granberry, Robert L. Hampton, Susan M. Long, Lucille Nuccio, Francisco Padilla, Mark Lai Sang, Stanley Sherman, Amari Abas N., Amburgey Mark M., American Ambassador Cas. Co. and Daniel Neri, American Manufacturers Ins. Co. and Stuart L. Ellis, American Service Ins. Co. and Tina Laczkowski, Antonio Ernesto, Auto Owner Ins. Co. and Valerie J. Gill;

Barthel Bonnie, Botich George J., Brenner Eric, Brown Terri L., Bryant Antoinette;

Caldwell Otis and Karen, Casey Barbara A., Chicas Rodolfo Chon, Hyang Sook (2), CNA Insurance and Cindy Hubbard, Coleman Arlene C., Constitutional Cas. Co. and Lynn Schroedle, Cooper Scott B., Curtis John A.;

Damato Gia L., Davenport Joni, Davis Karen D., Davis Shari M., Davis Timothy L., DeWaard David D., Dockery Ray C., Domitrovich Mark A., Douyon Charles R., Downing Patricia, Drane John T.;

Economy Fire and Casualty Co. and Jill L. Connelly, Epstein Richard A., Esposito Theresa Marie, Esters Harold Robert;

Farmers Ins. Group of Companies and Arnold Carlstrom, Flickinger Marylu, Fortenberry Kayser E., Fox James J., Friedmann John A.;

Garson Judy Marie, Genius Jack L., Gomulka Philip A., Gorman Dennis R., Gorski Michael R., Griffin Arthur, Gudanowski Maria;

Habes Linda M., Havel Jerry E., Hnetkovsky Florence, Hough Roy E., Hull Mark R.;

Ijams Christine I., Illinois Farmers Ins. Co. (2) Corvette Coring and Charles Wright, Ilmer Paul L.;

Johnson Donna Lynn, Johnson Robert J., Joy Eileen F.;

King Vanessa, Krause Lawrence E.;

Lam Wai Y., Lawrence Dolores R., Liberty Mutual (2) Salvatore Pernice, Jr., and Spanjer Bros., Inc., Lotnick Roger M.;

Magoon Robert F., Malary Jean N., Marcoux John L., Markovich Eleanor, Martin Robert G., McCoy Elijah L., McFadden Helen T., Milaitis Laima, Mika Richard J., Miller Vincent, Miskowiec Jaroslaw, Montgomery Daniel J., Morris James E., Morris Thomas H., Munoz Valissa B.;

Nash Melvin;

O'Connor Mary, Olszewski Mark B., Old Republic Ins. Co. and Joseph, Marlene and Dorothy Frieri;

Paris Mary, Payton Albert, Pedicone-Driscoll Patricia Ann, The Peoples Gas, Light and Coke Company (25), Perez Juan S.;

Ramirez Javier, Ramirez Olga M., Ramos Artemio, Reed Debra D., Rone Herbert, Royfman Olga;

SAFECO Ins. (2) Carol Hinkes and Casper K. Johnsen, Saint Alphonsus Church, Sandowski Michael R., Sapp Larrie M., Sarkis Edward F., Shaw Christine E., Snow Shelly, State Farm Ins. Co. (10) Robert H. Adcock, Jeffrey R. Henson, Janette Holston, Thomas F. Kading, William and Lorraine Lax, Sandra Okayama, Raojibhai Patel, Theresa and Giuseppe Scianna, Carolyn Williams, Strickland Deloris, Szczepanowski Jack T.;

Tamaki Jaime A., Taylor Alice W., Taylor Joyce M., Thompson Rev. Ernest J.M., Turner Kenneth D., Turry Benjamin D., Tyler Betty M.;

Vanna Ronald J., Venturelli, James J.;

Wade Patricia A., West American Ins. Co. and Scott and Dana Caspall, Williams Harold, doing business as Communitas Realty & Investment Group Ltd., Williams Louise, Williams Phillip, Williams Quentin, Willis Reginald;

Yang An Chi, Yellow Cab Co. for Sule I. Shardow;

Zahorik Mark E..

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

The City Clerk transmitted the following communication signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, which was, 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 hearing on said improvement with reference to the extent thereof and recommends passage of said ordinance.

Ward 8	East 87th Street, East 88th Street, South Bennett Avenue and South Constance Avenue;
Ward 8	East 88th Street, East 89th Street, South Cregier Avenue and South Ridgeland Avenue;
Ward 8	East 90th Street, East 91st Street, South Cornell Avenue and South Stony Island Avenue;
Ward 8	East 90th Street, East 91st Street, South East End Avenue and South Cornell Avenue;
Ward 8	East 91st Street, East 91st Place, South Drexel Avenue and Illinois Central Railroad right-of-way;
Ward 8	East 91st Street, East 92nd Street, South Merrill Avenue and South Clyde Avenue;

Ward 8	East 91st Street, East 92nd Street, South Drexel Avenue and Illinois Central Railroad right-of-way;
Ward 8	East 91st Street, East 92nd Street, South Dante Avenue and Chicago and Western Indiana Railroad;
Ward 8	East 92nd Street, East 93rd Street, South Euclid Avenue and South Bennett Avenue;
Ward 9	West 124th Street, West 125th Street, South Wallace Street and South Lowe Avenue;
Ward 9	West 128th Place, West 129th Place, South Normal Avenue and South Parnell Avenue;
Ward 10	East 99th Street, East 100th Street, South Merrill Avenue and South Clyde Avenue;
Ward 10	East 115th Street, East 116th Street, South Avenue G and South Avenue H;
Ward 11	West 29th Street, West 31st Street, South Poplar Avenue and South Halsted Street;
Ward 11	West 37th Street, West 37th Place, Pennsylvania Railroad and South Normal Avenue;
Ward 11	West 43rd Place, West 44th Street, South Wallace Street and South Parnell Avenue;
Ward 18	West 84th Place, West 85th Street, South Lawndale Avenue and South Hamlin Avenue;
Ward 19	West 102nd Place, West 103rd Street, South Francisco Avenue and Grand Trunk Railroad right-of-way;
Ward 19	West 103rd Street, West 104th Street, South Troy Street and South Kedzie Avenue;
Ward 19	West 111th Street, West 112th Street, South Christiana Avenue and South Homan Avenue;
Ward 19	West 113th Street, West 114th Street, South Kedzie Avenue and South Sawyer Avenue;
Ward 19	West 115th Street, West 116th Street, South Hale Avenue and South Longwood Drive;

Ward 22	West 26th Street, West 27th Street, South Kedvale Avenue and South Karlov Avenue;
Ward 30	West Barry Avenue, West Wellington Avenue, North Menard Avenue and North Mango Avenue;
Ward 34	West 109th Street, West 110th Street, South Wallace Street and South Lowe Avenue;
Ward 34	West 115th Street, West 116th Street, South Watkins Avenue and South Vincennes Avenue;
Ward 34	C.&W.I. Railroad, West 116th Street, South State Street and South Lafayette Avenue;
Ward 34	West 115th Street, West 116th Street, South Lafayette Avenue and South Perry Avenue;
Ward 34	West 124th Street, West 125th Street, South Lowe Avenue and South Union Avenue;
Ward 37	West North Avenue, West LeMoyne Street, North Lawler Avenue and North Leclaire Avenue;
Ward 41	West Touhy Avenue, West Estes Avenue, North Olcott Avenue and North Oleander Avenue;
Ward 41	West Bryn Mawr Avenue, West Gregory Street, North Oriole Avenue and North Overhill Avenue;
Ward 41	West Sherwin Avenue, West Chase Avenue, North Overhill Avenue and North Ozark Avenue".

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

A communication from Mr. James Capasso, Jr., Executive Director, Laborers' and Retirement Board Employees' Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1995, which was *Referred to the Committee on Finance.*

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

A communication from Mr. James L. Stack, Executive Director, Retirement Board, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1995, which was *Referred to the Committee on Finance.*

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

A communication signed by Mr. Morgan Connolly, Superintendent of Special Assessments, Board of Local Improvements, Department of Transportation, transmitting a proposed ordinance to repeal an ordinance passed on May 4, 1994, for grading, paving and otherwise improving the roadways of the alleys between East 105th Street, East 107th Street, South Indiana Avenue and South Edbrooke Avenue, which was *Referred to the Committee on Transportation and Public Way.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 4048 WEST 40TH STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving Class 6(b) Tax Incentive Classification for the property at 4048 West 40th Street pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 as of March 16, 1992, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), 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, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Trung Tromg, the beneficial owner (hereinafter referred to as the "Owner") of the property commonly known as 4048 West 40th Street, Chicago (hereinafter referred to as the "Subject Property"), will undertake a substantial rehabilitation of a 59,000 square foot warehouse with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Lessee intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 2; and

WHEREAS, The Subject Property will be utilized for the warehouse and distribution; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the substantial rehabilitation; and

WHEREAS, The execution of this substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Number for the Subject Property is 19-03-201-014-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the substantial rehabilitation and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended March 16, 1992; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed substantial rehabilitation of 4048 West 40th Street; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 19-03-201-014-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

PROPERTY AT 5060 NORTH KIMBERLY AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving Class 6(b) Tax Incentive Classification for the property at 5060 North Kimberly Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 as of March 16, 1992, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), 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, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, P.S. Greeting, Inc., doing business as Fantus Paper Products, (hereinafter referred to as the "Owner") of the property commonly known as 5060 North Kimberly Avenue, Chicago (hereinafter referred to as the "Subject Property"), has purchased the Subject Property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of rehabilitation of this vacant property with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is being included in a current expansion of the boundaries of Chicago Enterprise Zone No. 5; and

WHEREAS, The Subject Property will be utilized for the manufacturing of greeting cards; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended renovation and re-occupancy; and

WHEREAS, The execution of this re-occupancy and rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Number for the Subject Property is 13-10-302-009-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended March 16, 1992; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed renovation and re-occupancy of 5060 North Kimberly Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property , and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 13-10-302-009-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

APPROPRIATION OF URBAN DEVELOPMENT ACTION GRANT FUNDS FOR MID-YEAR EXPANSION OF GRAFFITI BLASTERS PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the appropriation of Urban Development Action Grant funds for a mid-year expansion of the City's Graffiti Blasters Program in the amount of $500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Graffiti vandalism is a major threat to the property values and neighborhood stability in the City of Chicago (the "City"), especially in low- to moderate-income areas; and

WHEREAS, In an effort to assist local residents and businesses to combat graffiti vandalism, the City has developed the Graffiti Blasters program (the "Graffiti Blasters Program") which provides anti-graffiti services to neighborhoods throughout the City; and

WHEREAS, The Graffiti Blasters Program is experiencing an increased level of demand from the community; and

WHEREAS, The City has loan recapture funds available from the United States Department of Housing and Urban Development Action Grant program (the "U.D.A.G. Program"); and

WHEREAS, The purpose of the U.D.A.G. Program is to assist cities which are experiencing severe economic distress to help stimulate economic development activity needed to aid in economic recovery; and

WHEREAS, Graffiti vandalism in commercial and residential areas of the City impedes continued economic redevelopment; now, therefore,

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

SECTION 1. The sum of $500,000 not previously appropriated is hereby appropriated to the Graffiti Blasters Program from Fund 899 -- Urban Development Action Grant loan recapture -- subject to all applicable terms, conditions and restrictions contained in 24 C.F.R. 570 of the Code of Federal Regulations and as indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be effective as of the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Fund 899 -- Urban Development Action Grant Loan Recapture.

Code	Department And Item	Add Amount
	Department Of Streets And Sanitation -- 81	
	Graffiti Blasters Program -- 2545	
.0005	Salaries and Wages -- On Payroll	$500,000

AMENDMENT OF YEAR XIX COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE BY REPROGRAMMING CERTAIN FUNDS WITHIN STRATEGIC NEIGHBORHOOD ACTION PILOT PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the reprogramming of funds within the Strategic Neighborhood Action Pilot Program, in the amount of $1,400,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 on November 17, 1993 passed an ordinance which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $25,000 appropriated for any object or purpose set forth in the Community Development Block Grant Ordinance from prior block grants without the approval of City Council; and

WHEREAS, The City allocated $1,500,000 of Year XIX Community Development Block Grant funds to the Strategic Neighborhood Action Pilot Program under the Department of Planning and Development; and

WHEREAS, The City allocated $1,000,000 of Year XIX Community Development Block Grant funds to the Strategic Neighborhood Action Pilot Program under the Chicago Department of Transportation; and

WHEREAS, The Commissioner of the Chicago Department of Transportation requests that $1,400,000 be reprogrammed within the Strategic Neighborhood Action Pilot Program to meet engineering and construction obligations under this program; now, therefore,

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

SECTION 1. The year XIX Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To Community Development Block Grant Year XIX Ordinance.

Fund 633 -- Community Development Block Grant Year XIX Fund

Code	Department And Item	Strike Amount	Add Amount
	Department Of Planning And Development -- 08		
	Strategic Neighborhood Action Pilot Program -- 2530		
.0140	Professional and Technical Services	$1,500,000	$100,000
	Chicago Department Of Transportation -- 84		
	Strategic Neighborhood Action Pilot Program -- 2510		

Code	Department And Item	Strike Amount	Add Amount
.0144	Engineering and Architecture	$100,000	$ 230,000
.0525	Improvement to Existing Buildings	875,000	2,135,000
.9415	For services provided by the Chicago Department of Transportation	25,000	35,000

SUPPLEMENTAL APPROPRIATION OF YEAR XX COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the appropriation of Year XX Community Development Block Grant funds, in the amount of $6,677,122, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman Preckwinkle and Alderman Bloom casting dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

Alderman Bloom presented the following amendment:

"I move to amend the substitute ordinance to add the following language, in italics, at the end of Section 1:

Section 1. The sum of $6,677,122 not previously appropriated, representing additional Year XX C.D.B.G. entitlement, is hereby appropriated from Fund 693 -- Community Development Block Grant Year XX funds, subject to all terms, conditions and restrictions contained in the Year XX C.D.B.G. Ordinance. *No contract or subcontract may be awarded with the funds allocated under this ordinance to any political organization.*"

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

Yeas -- Aldermen Mazola, Preckwinkle, Bloom, Steele, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Munoz, Laski, Miller, Medrano, Ocasio, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 34.

Nays -- Aldermen Dixon, Jones, Coleman, Evans, Watson, Burrell -- 6.

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

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 36.

Nays -- Aldermen Tillman, Jones, Coleman Watson, Burrell -- 5.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago on November 17, 1993, and published at pages 42876 through 42967 of the Journal of Proceedings of the City of Chicago of that date, the City

Council authorized submission of the City's Final Statement of Objectives and Projected use of Year XX entitlement funds, unexpended funds of prior federal years and related revenues in the amount of $143,758,195, and appropriated those funds ("the Year XX C.D.B.G. Ordinance"); and

WHEREAS, The amount of the entitlement described in the Year XX C.D.B.G. Ordinance was based in part on a formula applying population figures determined by the United States Department of Commerce as part of the decennial census of 1990; and

WHEREAS, The United States Department of Housing and Urban Development (H.U.D.) has chosen not to apply the 1990 decennial census figures in computation of the City's Year XX C.D.B.G. entitlement; and

WHEREAS, As a result of its use of other population data in computing the City's Year XX C.D.B.G. entitlement, H.U.D. has determined that the City of Chicago is entitled to $6,677,122 in additional Year XX C.D.B.G. entitlement; now, therefore,

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

SECTION 1. The sum of $6,677,122 not previously appropriated, representing additional Year XX C.D.B.G. entitlement is hereby appropriated from Fund 693 -- Community Development Block Grant Year XX Fund, subject to all terms, conditions and restrictions contained in the Year XX C.D.B.G. Ordinance. No contract or subcontract may be awarded with the funds allocated under this ordinance to any political organization.

SECTION 2. The Year XX C.D.B.G. Ordinance as amended is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall take effect upon its passage and approval, notwithstanding any provision of state law or any ordinance to the contrary.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To Community Development Block Grant Year XX Ordinance.

Fund 693 -- Community Development Block Grant Year XX Fund

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Community Development Block Grant Funding for Year XX		
	January 1, 1994 through December 31, 1994		
	Community Development Block Grant Entitlement for Year XX	$112,278,878	$118,956,000
	TOTAL:	$143,758,195	$150,435,317
	Chicago Police Department -- 57		
	Joint Community/Police Training -- 2515		
.0140	Professional and Technical Services		1,184,425
	Chicago Alliance for Neighborhood Safety (C.A.N.S.)		1,184,425
	Department Of Planning And Development -- 08		
	Community Development Assistance -- 2515		
.0140	Professional and Technical Services	2,593,500	2,906,500

Code	Department And Item	Strike Amount	Add Amount
	Chicago Urban League		$ 543,000
	Department Of Streets And Sanitation -- 81		
	Bureau of Street Operations -- 2045		
	Neighborhood Clean-Up Initiative -- 2520		
.0140	Professional and Technical Services	$4,000,000	3,750,000
	Commission On Human Relations -- 45		
	Education, Outreach, and Intergroup Relations -- 2505		
.0140	Professional and Technical Services	25,000	25,000
	Counseling Center of Lakeview		25,000
	Department Of Environment -- 72		
	Community Greening Program -- 2535		
.0140	Professional and Technical Services	297,611	547,611

Code	Department And Item	Strike Amount	Add Amount
	Department Of Housing -- 21		
	Private N.F.P. Facility Rehabilitation -- 2665		
.0140	Professional and Technical Services	$1,670,000	$1,689,000
	Union Avenue Community Outreach		19,000
	Department Of Human Services -- 53		
	Youth Delinquency Prevention -- 2560		
.0140	Professional and Technical Services	3,129,208	3,130,208
	Chicago Boys and Girls Club Ida B. Wells		20,000
	Union Avenue Community Outreach	19,000	
	Domestic Violence/Victim Assistance -- 2564		
.0140	Professional and Technical Services	298,320	338,320
	Pro Bono Advocates		20,000
	Rogers Park Community Council		20,000

Code	Department And Item	Strike Amount	Add Amount
	Mentoring Initiatives -- 2580		
.0140	Professional and Technical Services	$1,685,000	$1,765,000
	Vendors TBD (Mentoring Program)		80,000
	Office Of Budget And Management -- 05		
	Administration and Monitoring -- 2505		
.9156	Contingency fund reserve to be expended under the direction and authorization of City Council		5,039,697

AUTHORIZATION FOR AMENDMENT OF 1994 ANNUAL APPROPRIATION ORDINANCE TO REFLECT RECEIPT OF ADDITIONAL GRANT FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of the 1994 Annual Appropriation Ordinance to reflect the receipt of additional grant funds, in the amount of $13,189,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1994 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and private agencies; 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 and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal and state agencies for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of $13,189,000 not previously appropriated, representing additional awards from agencies of the state and federal governments and private agencies has become available for appropriation for the year 1994.

SECTION 2. The sum of $13,189,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1994, and the Annual Appropriation Ordinance for the year 1994, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The 1994 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 1994			
	Awards from Agencies of the Federal Government	$647,305,519	$660,130,519
	Awards from Agencies of the State Government	102,637,000	102,957,000
	Awards from Private Agencies	8,868,000	8,912,000

Code	Department And Item	Strike Amount	Add Amount
M.E.T. (13)	Job Training Partnership Act (J.T.P.A.) -- Title III (Dislocated Workers)	$ 4,720,000	$ 7,305,000
Health (41)	Sexually Transmitted Disease Training	363,000	379,000
	Mental Health: Mental Health Base Grant	6,509,000	6,686,000
	S.T.D. Research Revenue Fund	60,000	104,000
Aging (47)	Commodity Food Reimbursement	1,838,000	2,060,000
	C.D.O.A./C.H.A. Service Coordinators	700,000	996,000
D.H.S. (53)	Community Services Block Grant	6,297,000	7,515,000
	Headstart	55,189,000	62,669,000
	Summer Food Service	3,363,000	3,632,000
Police (57)	Mid-Level Drug Enforcement	713,000	1,050,000
	Violence Reduction -- B.J.A.	508,000	750,000
Environment (72)	I.E.P.A.-Solid Waste Planning	94,000	137,000
C.D.O.T. (84)	Transportation Planning	1,128,000	1,388,000

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT WITH COMMUNITY RESPONSE, INC. TO PROVIDE HOUSING FOR LOW- AND MODERATE-INCOME HIV-POSITIVE OR AIDS INFECTED INDIVIDUALS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a grant agreement with Community Response, Inc. to provide housing for low- and moderate-income individuals who are HIV infected or have AIDS, in the amount of $75,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Department of Health of the City of Chicago ("D.O.H.") was established pursuant to Chapter 2-112 of the Municipal Code of Chicago (the "Establishment Ordinance") and given authority to promote the public health and welfare of the citizens of the City; and

WHEREAS, Pursuant to the Establishment Ordinance, D.O.H. has among its primary purposes the planning of health systems and the implementation of such health system planning, including planning the type and nature of facilities and services available for the treatment of individuals who are HIV-positive or who have AIDS; and

WHEREAS, Community Response, Inc., an Illinois not-for-profit corporation (the "Corporation"), provides comprehensive HIV- and AIDS-related support services by furnishing certain social services and coordinating medical, home health and hospice care services to residents of the far west side of the City and west suburban Cook County who are HIV-positive or have AIDS; and

WHEREAS, The Corporation has purchased under an installment contract (the "Contract") an apartment building containing six dwelling units located at 324 -- 326 North Austin Boulevard in Oak Park, Illinois and within 150 feet of the corporate limits of the City (the "Property"); and

WHEREAS, The Corporation desires to use the Property as housing for (i) low- and moderate-income individuals who are HIV-positive or have AIDS and who reside in the City or in west suburban Cook County (the "Individuals"), and (ii) the families (the "Families") of the Individuals (the Individuals and the Families collectively hereinafter referred to as the "Tenants"), and to provide or cause to be provided to the Tenants comprehensive case management services, including coordinating primary health care, home health care, mental health treatment and substance abuse treatment and home hospice care to the Individuals and securing entitlements and providing nutritional support services and family preservation services to the Individuals and the Families (such services collectively hereinafter referred to as the "Services"); and

WHEREAS, The State of Illinois Department of Public Health has provided a grant to the Corporation in the amount of $20,000 to fund a portion of the cost of the acquisition of the Property and the Village of Oak Park has committed to provide a grant to the Corporation in the amount of $29,500 to fund a portion of the cost of the rehabilitation of the Property; and

WHEREAS, The Corporation has requested that the City make a grant to the Corporation in the amount of $75,000 to fund a portion of the cost of the acquisition of the Property for application to the outstanding balance under the Contract; and

WHEREAS, The Corporation intends to obtain a loan from the Illinois Facilities Fund, an Illinois not-for-profit corporation to refinance the balance remaining on the Contract after receipt and application of the City's grant and to obtain funds to rehabilitate the Property; and

WHEREAS, The Corporation has agreed to allocate two of the units in the Property for the use of Tenants who resided within the City immediately prior to their move to the Property following the completion of the rehabilitation of such units; and

WHEREAS, Pursuant to that certain ordinance adopted by the City Council of the City on December 15, 1992 (the "Appropriation Ordinance"), the City has appropriated $2,500,000 for the funding of HIV- and AIDS-related programs; and

WHEREAS, D.O.H. has determined that the Recipient's acquisition of the Property and the provision of the Services to the Tenants will benefit the public health and welfare of the residents of the City by ensuring adequate health care for a certain number of residents of the City who are HIV-positive or have AIDS; and

WHEREAS, The City and the Corporation desire to enter into a grant agreement (the "Grant Agreement") to achieve those goals; now, therefore,

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

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

SECTION 2. The Commissioner of D.O.H. (the "Commissioner") and the designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute the Grant Agreement, substantially in the form of Exhibit A attached hereto and hereby made a part hereof, and to perform any and all acts and to execute such agreements, amendments and documents as are required or necessary to implement the terms of the Grant Agreement. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, further to negotiate any and all terms and provisions in the Grant Agreement which do not substantially modify the terms and provisions identified in the Grant Agreement.

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Grant Agreement.

This Grant Agreement (the "Agreement") is made in Chicago, Illinois, as of the ____ day of _____, 1994 between the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), and Community Response, Inc., an Illinois not-for-profit corporation (the "Recipient"), having its principal offices at 225 Harrison Street, Oak Park, Illinois 60304.

Recitals.

Whereas, The Department of Health of the City ("D.O.H.") was established pursuant to Chapter 2-112 of the Municipal Code of Chicago (the "Establishment Ordinance") and given authority to promote the public health and welfare of the citizens of the City; and

Whereas, Pursuant to the Establishment Ordinance, D.O.H. has among its primary purposes the planning of health systems within the City and the implementation of such health system planning, including planning the type and nature of facilities and services available for the treatment of individuals who are HIV-positive or who have AIDS; and

Whereas, The Recipient provides comprehensive HIV- and AIDS-related support services by furnishing certain social services and coordinating medical, home health and hospice care services to residents of the far west side of the City and west suburban Cook County who are HIV-positive or who have AIDS; and

Whereas, The Recipient entered into an Installment Agreement for Warranty Deed (the "Contract of Sale") with the Housing Authority for the Village of Oak Park ("O.P.H.A."), under which O.P.H.A. agreed to sell and the Recipient agreed to purchase an apartment building containing six (6)

dwelling units that is located at 324 -- 326 North Austin Boulevard in Oak Park, Illinois and within 150 feet of the boundary of the City (the "Property"); and

Whereas, On January 28, 1994, the initial closing under the Contract of Sale took place, the recipient paid the initial down payment to O.P.H.A. and O.P.H.A. delivered possession of the Property to the Recipient; and

Whereas, The Recipient desires to use the Property as housing for (i) low- and moderate-income individuals who are HIV-positive or who have AIDS and who reside in the City or in west suburban Cook County (the "Individuals"), and (ii) the families (the "Families") of the Individuals (the Individuals and the Families being collectively hereinafter referred to as the "Tenants"), and to provide or cause to be provided to the Tenants comprehensive case management services, including coordinating primary health care, home health care, mental health treatment and substance abuse treatment and home hospice care to the Individuals and securing entitlements and providing nutritional support services and family preservation services to the Individuals and the Families (such services are collectively hereinafter referred to as the "Services"); and

Whereas, The Recipient has requested that the City fund a portion of the cost of the acquisition of the Property by providing funds to the Recipient for application to the outstanding balance under the Contract of Sale; and

Whereas, The Recipient acquired the Property subject to certain leases and tenancies with persons who are not Tenants (the "Existing Leases and Tenancies") all of which will have terminated by March 31, 1995; and

Whereas, Pursuant to that certain ordinance adopted by the City Council of the City on December 15, 1992 (the "Appropriation Ordinance"), the City has appropriated certain monies for the funding of HIV- and AIDS-related programs administered by D.O.H.; and

Whereas, D.O.H. has determined that the Recipient's acquisition and rehabilitation of the Property (hereinafter referred to as the "Project") and the provision of the Services to the Tenants will benefit the public health and welfare of the residents of the City by ensuring adequate health care for a certain number of residents of the City who are HIV positive or have AIDS; and

Whereas, D.O.H. is willing, subject to the terms and conditions contained herein, to make a recoverable grant in the amount of $75,000 (the "Grant") to the Recipient to pay a portion of the cost of the acquisition of the Property;

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

Section 1.

Incorporation.

1.1

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

Section 2.

Project; Preconditions To Grant.

2.1

The Grant shall be applied towards the outstanding balance under the Contract of Sale, as indicated in the budget for the Project (the "Project Budget") which is attached hereto as (Sub)Exhibit A and hereby made a part hereof.

2.2

The making of the Grant by the City to the Recipient shall be subject to compliance by the Recipient with all of the provisions of Section 2.3 hereof, which compliance shall be determined by the City in its sole discretion.

2.3

(a) Prior to the disbursement of any Grant proceeds by the City to the Recipient, the Recipient shall provide the following documents to D.O.H., each in form and content satisfactory to the City:

(i) a copy of the executed contract of sale (the "Contract of Sale") between the Oak Park Housing Authority, as seller (the "O.P.H.A."), and the Recipient, as purchaser, for the sale of the Property with a statement of the outstanding balance of the Contract of Sale current as of the date hereof;

(ii) a copy of the mortgage made by O.P.H.A. in favor of The First National Bank of Chicago in connection with O.P.H.A.'s acquisition of the Property;

(iii) evidence that the Department of Public Health of the State of Illinois has awarded the Recipient a grant in the amount of $20,000 (the "I.D.P.H. Grant") to fund certain costs of the Project;

(iv) evidence that the Village of Oak Park, Illinois has awarded the Recipient a grant in the amount of $29,500 (the "O.P. Grant") to fund certain costs of the Project;

(v) the Recipient's financial statements for fiscal years 1992 and 1993 prepared by an independent public accountant in accordance with generally accepted accounting principles and practices consistently maintained throughout the periods involved;

(vi) copies of an Anti-Scofflaw Affidavit and a Debarment Certification (each in substantially the forms attached hereto as (Sub)Exhibits B and C, respectively, and hereby made a part hereof) executed by the Recipient;

(vii) an opinion of the Recipient's counsel, substantially similar in form and content to the opinion attached hereto as (Sub)Exhibit D and hereby made a part hereof;

(viii) a copy of the Articles of Incorporation of the Recipient, certified by the Secretary of State of the State of Illinois (the "Secretary of State");

(ix) a certificate from the Secretary of State as to the good standing of the Recipient;

(x) a copy of the bylaws of the Recipient and a copy of corporate resolutions of the Recipient with respect to this Agreement, both certified by the Secretary or an Assistant Secretary of the Recipient;

(xi) an incumbency certificate concerning the officers of the Recipient certified by the Secretary or an Assistant Secretary of the Recipient;

(xii) a copy of the environmental site assessment report for the Property prepared in connection with the acquisition of the Property by O.P.H.A.;

(xiii) a copy of the title insurance policy received by the Recipient in connection with its acquisition of the Property;

(xiv) evidence of all required building permits and governmental approvals for the Project, if any;

(xv) the affidavit attached hereto as (Sub)Exhibit E and hereby made a part hereof;

(xvi) evidence of searches of current financing statements, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens on the Property or affecting the Recipient;

(xvii) originals of such disclosure documents as were required by I.R.P.T.A., or an affidavit of O.P.H.A. that I.R.P.T.A. did not apply, in connection with O.P.H.A.'s acquisition of the Property; and

(xviii) all leases currently in force which pertain to the Property or any portion thereof.

Section 3.

The Grant.

3.1

Upon determination by the City that the Recipient has complied with all of the provisions of Section 2 hereof, the City shall cause a check to be issued by its Office of the Comptroller payable to the Recipient disbursing the Grant proceeds.

3.2

The Recipient shall repay the entire Grant amount of $75,000 to the City immediately on the occurrence of:

(i) the Recipient's default (as determined by the City in its sole discretion) under the Contract of Sale and any document relating to the I.D.P.H. Grant and the O.P. Grant (after the expiration of the notice and cure rights, if any, provided therein);

(ii) termination of the Project prior to completion of the rehabilitation of the Property;

(iii) failure by the Recipient (as determined by the City in its sole discretion) to obtain in a timely manner any license or other authorization required, in order to provide the Services, if any federal, state or local statute, law, regulation, rule or order

should require such license or authorization at any time hereafter or to comply with all applicable statutes, laws, ordinances, regulations, rules or orders;

(iv) failure by the Recipient (as determined by the City in its sole discretion) to provide the Services to the Tenants; or

(v) a sale, partial sale, exchange, transfer or other disposition of the interest of the Recipient or its permitted successors and permitted assigns in the Property (other than leasehold interests to the Tenants) or a change in use of the Property from the use contemplated herein (a "Change in Use") without the prior written consent of the City,

at any time from the date hereof to and including the sixth anniversary of the date hereof (the "Grant Term"). Notwithstanding the foregoing, if the Project is terminated prior to completion thereof and such termination is not due to the fault of the Recipient (as determined in the City's sole discretion), the Recipient will not be obligated to repay that portion (the "Offset") of the Grant for which the Recipient can document (to the City's satisfaction) reasonable expenses incurred by the Recipient in connection with the project. Only those expenses which relate to items listed in the Project Budget may be submitted to the City in connection with the Offset.

Section 4.

Recipient's Representations, Warranties And Covenants.

4.1

The Recipient hereby warrants, represents and covenants to the City as follows:

(a) The Recipient has been duly incorporated and is a validly existing not-for-profit corporation in good standing under the laws of the State of Illinois and has full corporate power and authority to enter into and perform its obligations under this Agreement, including its obligations to complete the Project and provide the Services.

(b) This Agreement has been duly authorized and validly executed and delivered by the Recipient and the execution hereof and performance of the obligations of the Recipient hereunder, including the acquisition and rehabilitation of the Property and provision of the Services, will not violate any provision of the Articles of Incorporation or the Bylaws of the

Recipient or any provision of law (including any order, writ, injunction, decree, statute, ordinance, rule or regulation) binding on the Recipient and will not contravene any of the provisions of, or result in a default under, any agreement or instrument to which the Recipient is a party or by which it or any of its properties is bound.

(c) The financial statements of the Recipient delivered to the City were prepared by an independent public accountant in accordance with generally accepted accounting principles and practices and are complete and correct and fairly represent the financial position of the Recipient as of the respective dates of such financial statements and the results of operations and statements of cash flow of the Recipient for the respective periods covered thereby. There has been no material adverse change or a development involving a prospective material adverse change in the financial condition of the Recipient since the date of the latest balance sheet contained in the financial statements previously delivered to the City.

(d) There are no legal or governmental actions or proceedings pending or, to the knowledge of the Recipient, threatened to which the Recipient is or may be a party relating to the Property, the Project, the Services, the Tenants, the Grant the I.D.P.H. Grant or the O.P. Grant or affecting the Recipient's ability to perform under this Agreement.

(e) The Recipient is not in default and there has occurred no event which with the passage of time or giving of notice will or may constitute a default, under any indenture, loan agreement, mortgage, deed, grant agreement or other agreement or instrument relating to the borrowing or grant of monies to which it is a party or by which it may be bound, including, but not limited to Grant, the I.D.P.H. Grant, the O.P. Grant, the Contract of Sale, the Property, the Project or the Services.

(f) The Recipient 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.

(g) 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 is employed by the Recipient or has or shall have any financial or economic/personal interest, direct or indirect, in this Agreement or the compensation to be paid hereunder or to any financial benefit to arise from it; no such member, official or employee of the City has participated nor shall participate in any decision relating to the Recipient's business which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

(h) The Recipient 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 this Agreement. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Recipient.

(i) No former member, official or employee of the City shall, for a period of one year after the termination of the member's, official's or employee's term of office or employment, assist or represent the Recipient in any business transaction involving the City or any of its agencies, if the member, official or employee participated personally and substantially in the subject matter of the transaction during his/her term of office or employment, provided that if the member, official or employee exercised contract management authority with respect to a contract (including any loan or grant from the City), this prohibition shall be permanent as to that contract.

(j) The Recipient shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Recipient, the I.D.P.H. Grant, the O.P. Grant, the Grant, the Project and the Services as are now or hereinafter in effect until such time as the Grant is repaid to the City or upon the expiration of the Grant Term. The Recipient shall obtain in a timely manner any and all licenses and other authorizations required in order to provide the Services, if any federal, state or local ordinance, statute, law, regulation, rule or order requires any such licenses or authorizations at any time after the date hereof. The Recipient shall be governed by, adhere to and obey the Americans with Disabilities Act of 1990, Public Law 101-336 dated July 26, 1990.

(k) The rehabilitation of the Property will be completed no later than _____ and all of the units of the Property will be rented by the Recipient no later than _____. The Recipient agrees to operate the Property as a residence for the Tenants from the date hereof until the expiration of the Grant Term and to provide or cause to be provided the Services to each such Tenant from the date of each Tenant's residence in the Property until the expiration of the Grant Term.

(l) The Recipient shall expend the Grant proceeds solely to pay down the outstanding balance under the Contract of Sale, as identified in the Project Budget.

(m) The Recipient shall immediately notify the City of any and all events or actions, including the receipt by the Recipient of notices from any federal, state or local governmental agency or instrumentality, which

may materially adversely affect the Recipient's ability to carry on its operations or perform its obligations under this Agreement, including the provision of the Services.

(n) The Recipient shall, throughout the Grant Term, furnish to the City quarterly financial statements for the first three quarters of each fiscal year within 60 days of the end of each quarter and audited financial statements for each fiscal year within 120 days of the end of each fiscal year.

(o) The Recipient shall immediately notify the City in writing of any change in its name, address, identity or corporate structure from that shown herein.

(p) The Recipient is solvent, able to pay its debts as such debts become due, has funds sufficient to carry on its business and to perform as required under this Agreement.

(q) The Recipient shall furnish during the Grant Term, in such form as the City may require, periodic reports as may be requested by the City, pertaining to the Project, the costs and obligations incurred herewith and the Services.

(r) The Project Budget is based upon the best information available to the Recipient and upon assumptions and estimates and, as so qualified, does not contain any untrue statement or misleading statement of a material fact, and does not omit to state a material fact required to be stated therein or necessary to make the statements, information, descriptions, estimates and assumptions contained therein, in the light of the circumstances under which they were made, not misleading.

(s) The Recipient shall promptly notify the City in writing (i) of its receipt of any notice that the Recipient is in default or there has occurred an event which with the passage of time or giving of notice will or may constitute a default under the Contract of Sale or any agreement to which the Recipient is a party relating to the Property, the Project, the I.D.P.H. Grant, the O.P. Grant or the Services; (ii) of the termination of the Project prior to the completion of the Project; (iii) upon the receipt by the Recipient of any notice from any federal, state or local governmental agency or instrumentality that the Recipient is not in compliance with any federal, state or local statute, law, ordinance, regulation, rule or order purported by such notice to govern the Project or the provision of the Services; or (iv) upon the sale, partial sale, exchange, transfer or other disposition of the interest of the Recipient or its permitted successors and permitted assigns in the Property (other than leasehold interests to the Tenants) or a Change in Use.

(t) Commencing upon the date of the availability of all of the units in the Property for occupancy following the completion of the Project and

throughout the Grant Term, the Recipient shall allocate two of the units in the Property for use by Tenants who resided within the City immediately prior to their move to the Property.

(u) Residence in the Property shall be open and the Services shall be provided to all persons regardless of race, color, sex, age, religion, physical or mental disability unrelated to ability to perform, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and all contractors and subcontractors engaged in the Project shall provide equal opportunity for employment without discriminating on any of the bases referred to above and a provision to that effect shall be included in their respective contracts.

(v) The Recipient has carefully examined and analyzed the provisions and requirements of this Agreement; from its own analysis the Recipient has satisfied itself as to the nature of all things needed for the performance of this Agreement; and the time available to the Recipient for such examination, analysis, inspection and investigation was adequate.

(w) This Agreement is feasible of performance in accordance with all of its provisions and requirements.

Section 5.

Events Of Default And Remedies.

5.1

Each of the following shall constitute an "Event of Default" under this Agreement:

(a) Recipient's failure to perform any of the obligations, covenants or liabilities of the Recipient contained or referred to herein, including failure to repay the Grant pursuant to the terms of Section 3.2 hereof;

(b) any warranty, representation or statement made or furnished to the City by or on behalf of the Recipient shall be determined to be or shall become false; and

(c) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, the Recipient.

5.2

Upon the occurrence of an Event of Default which remains unremedied for 30 days after notice thereof from the City to Recipient, provided, however, that if any such default cannot reasonably be remedied within said 30-day period and if Recipient shall have commenced to remedy such default within said 30-day period and shall thereafter continue diligently to effect such remedy, then said 30-day period shall be extended to 60 days upon written request from Recipient to the City delivered during such 30-day period, and upon further written request from Recipient to the City delivered during said 60-day period, said 60-day period shall be extended to 90 days (provided, however, that the City shall not be precluded during any such periods from exercising any remedies available under this Agreement or at law if its interests are about to become materially jeopardized by any failure to cure a default within such period), and at any time thereafter (such Event of Default not having previously been cured) the City, at its option, may demand repayment in part or in full of any funds advanced to the Recipient by the City under this Agreement. In the event of the City's demand for repayment under this Section 5.2, the Recipient expressly agrees to repay such sums within 10 business days of receipt of written demand by the City.

5.3

Upon occurrence of an Event of Default and following the expiration of the applicable cure periods described in Section 5.2 hereof, the City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the repayment of the Grant amount and all other amounts due to the City from the Recipient hereunder, and to enforce and compel the performance of the duties and obligations of the Recipient as herein set forth or require the performance of any action by the Recipient which would make any representations, warranties and covenants made by the Recipient hereunder true and accurate as of the date of such action.

5.4

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of the City.

5.5

Any delay by the City in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, so long as the breach or default by the Recipient shall be continuing, operate as a waiver of such

rights or to deprive the City of, or limit, such rights in any way, nor shall any waiver in fact made by the City with respect to any specific default by the Recipient under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other default by the Recipient under this Agreement, or with respect to the particular default, except to the extent specifically waived in writing.

5.6

In the event the Recipient should violate any provision of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement or action on the part of the Recipient herein contained, the Recipient agrees that it will, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6.

Inspection And Review.

6.1

The Recipient shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant funds and the amount and nature of all funds related to the Property, the Project and the Services. All such books, records and other documents shall be available at the offices of the Recipient for inspection, copying, audit and examination at all reasonable times by any representative of the City.

6.2

Any representative of D.O.H. or the Corporation Counsel of the City shall, at all reasonable times, have access to all portions of the Property, subject to the rights of the tenants of the Property, and the Recipient's books and records relating to the Property, this Agreement, the Services or the Grant for examination and inspection.

Section 7.

Insurance.

The Recipient shall procure and maintain at all times [throughout the Grant Term], at the Recipient's expense, except as may be otherwise provided herein, 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:

(a) commercial liability insurance with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability; such insurance shall include products/completed operation, independent contractors and contractual liability coverages; the City shall be named as additional insured;

(b) all risk property insurance, including improvements and betterments, in the amount of the full replacement value of the Property; extensions of coverage shall include business interruption/loss of rents, and boiler and machinery, if applicable; such policy shall list the City as a loss payee;

(c) during any construction work to the Property, all risk builders' risk insurance covering the materials, equipment, machinery and fixtures that are to be part of the Property; the City shall be named as a loss payee;

(d) during any construction work to the Property, insurance with respect to the general contractor (including without limitation workers' compensation and automobile liability) with such insurers and limits as may be satisfactory to the City, in its sole discretion; the City shall be named as an additional insured;

(e) such additional coverage limits as the City may require, in form, content and amount and with such insurers as may be satisfactory to the City, in its sole discretion; at the City's request, the City shall be named as an additional insured and/or loss payee.

All insurance policies shall provide that the City shall be given 30 days prior written notice in the event any coverage is substantially modified, cancelled or nonrenewed. Certificates evidencing the required coverages shall be delivered to the City on or prior to the date hereof. If the Recipient fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Recipient hereunder) obtain and maintain such insurance policies and take

any other action which the City deems advisable to protect its interest in the Property. All sums so disbursed by the City, including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Recipient upon demand by the City.

The Recipient shall require all contractors and subcontractors to carry the insurance required herein, or the Recipient may provide the coverage for any or all contractors and subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Recipient expressly understands and agrees that any insurance coverages and limits furnished by the Recipient shall in no way limit the Recipient's liabilities and responsibilities specified in this Agreement or by law.

The Recipient agrees and shall cause each contractor and subcontractor in connection with the Project to agree that all insurers waive their rights of subrogation against the City.

Section 8.

Indemnification.

The Recipient shall defend, indemnify and hold harmless the City, its officers, employees, agents and officials against all losses, liabilities, claims, suits, judgments, costs, expenses or demands (including all reasonable costs and including, but not limited to attorneys' fees and court and related costs) arising out of, resulting from or in any way connected with or incidental to this Agreement, the Grant, the Property, the Project and the Services, excluding however any claims, suits, judgments, costs or expenses occasioned by the gross negligence or willful misconduct of the City unless such act is taken in response to (i) any negligent act or omission of the Recipient or (ii) any breach by the Recipient of this Agreement or any other document or instrument executed in connection with the Grant, the Property, the Services or the Project. The Recipient 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 the Recipient of any of its obligations under this Agreement. The indemnities contained in this provision shall survive the Grant Term.

Section 9.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the parties hereto, or by third persons, to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture, or any association or relationship involving the City.

Section 10.

Time Of The Essence.

Time is of the essence with respect to this Agreement.

Section 11.

Limitation Of Liability.

The Recipient expressly agrees that no official, employee or agent of the City shall be charged personally by the Recipient, or by any successor, assignee or subcontractor of the Recipient with any liability or expenses of defense or shall be held personally liable to the Recipient, or its successors or assigns, because of the City's execution or attempted execution hereof or because of any default hereunder or breach hereof by the City.

Section 12.

Other Project Financing.

The Recipient understands that the execution of this Grant Agreement shall not be construed as an expression of intent on the part of the City to provide any other financing for the Project or the operation of the Property or the provision of the Services therein.

Section 13.

Additional Provisions.

13.1

No amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

13.2

The Recipient shall not assign all or any part of its rights or obligations under this Agreement or any part of the Grant, or any and all interests that the Recipient has in the Property without the prior written consent of the City. The City shall have the right to assign, at any time, all or any part of its interest in this Agreement.

13.3

All rights of the City hereunder shall inure to the benefit of its successors and assigns, and all obligations of Recipient shall bind its successors or assigns.

13.4

All rights of the City in, to and under this Agreement shall pass to and may be exercised by any assignee thereof. The Recipient agrees that if the City gives notice to the Recipient of an assignment of said rights, upon such notice, the liability of the Recipient to the assignee shall be immediate and absolute. The Recipient shall not set up any claim against the City as a defense, counterclaim or set-off to any action brought by any such assignee provided that the Recipient shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

13.5

Unless otherwise specified, any notice or other communication 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, receipt requested; or (d) registered or certified mail, return receipt requested.

If To City:	City of Chicago Department of Health 333 South State Street Chicago, Illinois 60604 Attention: Commissioner
With A Copy To:	Corporation Counsel City of Chicago City Hall -- Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Finance and Economic Development Division
If To Recipient:	Community Response, Inc. 225 Harrison Oak Park, Illinois 60304 Attention: Executive Director
With A Copy To:	Rudnick & Wolfe Suite 1800 203 North LaSalle Street Chicago, Illinois 60601 Attention: Alan J. Salle

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice or communication sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice or communication sent pursuant to clause (c) above shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice or communication sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

13.6

If any provision hereof 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.

13.7

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles. The Recipient agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement shall be litigated, at the sole discretion and election of the City, only in courts having a situs within the County of Cook, State of Illinois. Process should be served upon the Recipient by serving _____ located at _____. The Recipient hereby waives any right it may have to transfer or change the venue of any litigation brought against it by the City with respect to this Agreement in accordance with this paragraph. The Recipient hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in any litigation based hereon or arising out of, under or in connection with this Agreement and any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether written or oral) or actions of the Recipient.

13.8

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

13.9

The Recipient shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of such Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter 2-156 shall be voidable as to the City.

13.10

It is the policy of the City that local businesses certified as Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) in accordance with Section 2-92-450 of the Municipal Code of Chicago and the Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the

performance of all City contracts. The Purchasing Agent of the City has determined that the nature of the services to be provided under this Agreement are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for M.B.E./W.B.E. participation resulting from this Agreement. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

13.11

The Recipient and all of its officers, directors, members, employees and agents agree and agree to require the Recipient's contractors and subcontractors and all of their officers, directors, partners, employees and agents to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. All of the aforementioned persons and entities hereby agree or shall be required to agree to abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

Section 14.

Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Section 15.

Account Chargeable.

Funds disbursed hereunder shall be payable from Fund No. 2005.9121, subject to the availability of funds therein contained.

Section 16.

Authority.

The City is authorized to enter into this Agreement by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the

1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

The Recipient is authorized to enter into this Agreement and the signature of each person signing on behalf of the Recipient has been made with complete and full authority to commit the Recipient to all terms and conditions of this Agreement, including each and every representation, covenant, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

In Witness Whereof, The City and the Recipient have caused this Agreement to be duly executed and delivered as of the date first above written.

City of Chicago, Illinois

By: _____
Commissioner of Health

Community Response, Inc., an
Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Grant Agreement read as follows:

(Sub)Exhibit "A".
(To Grant Agreement)

Project Budget

For Acquisition And Rehabilitation Of

324 -- 326 North Austin Boulevard.

Acquisition

Revenues:

State of Illinois Department of Public Health ("I.D.P.H.") Grant	$20,000
City of Chicago (the "City") Grant	75,000
Illinois Facilities Fund ("I.F.F.") Loan	_____
TOTAL:	$_____

Expenditures:

Purchase Price on Installment Contract	$_____
1. Down Payment *Source: I.D.P.H.*	20,000

2.	Reduction of Principal Source: City Grant	$75,000
3.	Mortgage Balance Source: I.F.F. Loan	____
TOTAL:		$____

The Installment Contract provides that the purchaser, Community Response, Inc., will pay interest on the outstanding principal balance of $187,000 at the rate of 7.6% per annum to the seller, the Oak Park Housing Authority. The excess of the I.F.F. Loan will be used to pay interest due on the outstanding balance of the purchase price and costs of rehabilitation of the property.

Rehabilitation:

See Attached Schedule I.

Schedule I referred to in this Project Budget reads as follows:

Schedule I
(To Project Budget)

Project Budget: Housing Rehab. 324 -- 326 North Austin Boulevard.

Program Year 1994.

Revenues:

Village of Oak Park (for I, II and Contingency)	$29,500
Other Sources	45,250
In-kind Donation (Community Response Volunteers)	15,000
GRAND TOTAL REVENUES:	$89,750

Expenditures		Payment Sources		
I. Maintenance Repairs				
		V.O.P.	Other	In-Kind
Roof Replacement	$20,000	$10,000	$10,000	---
Electrical	5,000	2,500	2,500	---
Stucco and Exterior Paint	7,500	---	7,500	---
Furnace	3,000	---	3,000	---
Subtotal Maintenance Repairs:	$35,500	$12,500	$23,000	$0
II. Accessibility Construction				
Deck with Ramps	$10,000	$ 5,000	$5,000	---
Central Hall and Stairway Reconstruction	11,500	11,500	---	---
Unit Entry Reconstruction	3,000	---	3,000	---
Bathroom, First Floor				
Coach House	5,000	---	5,000	---
Subtotal Accessibility Construction:	$29,500	$16,500	$13,000	$0
Construct Second Floor				
Laundry Room	4,000	---	---	4,000

III. Decorating, Landscaping, And Minor Rehabilitation

		V.O.P.	Other	In-Kind
Landscaping	$2,500	---	---	$2,500
Reconfigure Unit 102	4,500	---	---	4,500
Cleaning, Decorating and Minor Repairs	4,000	---	---	4,000
Subtotal Minor Rehabilitation/ Decorating:	$15,000	---	---	$15,000
15 Percent Contingency	$9,750	$500	$9,250	---
GRAND TOTAL EXPENDITURES:	$89,750	$29,500	$45,250	$15,000

(Sub)Exhibit "B".
(To Grant Agreement)

Department Certification.

This certification, dated _____, _____, is being delivered by Community Response, Inc., an Illinois not-for-profit corporation (the "Recipient"), to the City of Chicago, Illinois (the "City") in connection with the Grant Agreement (the "Agreement") dated as of the date hereof between the City and the Recipient.

1. The Recipient represents, warrants and certifies that neither the Recipient nor any officer, director or members, if any, of the Recipient:

(A) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

(B) has within a three-year period preceding the date hereof been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, including, without limitation, any 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) is 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 clause (B) above;

(D) has within a three-year period preceding the date hereof had one or more public transactions (federal, state or local) terminated for cause or default;

(E) has been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, as amended, supplemented and restated from time to time;

(F) is in default on an educational loan as provided in 5 ILCS 385/1, as amended, supplemented and restated from time to time;

(G) has within the last three years (i) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States, in that officer's or employee's official capacity; or (ii) 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) made an admission of guilt of such conduct described in (i) or (ii) above which is a matter of record, but has not been prosecuted for such conduct; or

(H) has made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement as an inducement for the City to enter into the Agreement with the Recipient.

2. The Recipient shall comply with the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code of Chicago, as amended, supplemented and restated from time to time.

3. The Recipient understands and will comply with all the applicable provisions of Chapter 2-56 of the Municipal Code of Chicago (Office of the Inspector General), as amended, supplemented and restated from time to time.

Community Response, Inc., an
Illinois not-for-profit corporation

By: _____

Title: _____

Attest: _____

Title: _____

(Sub)Exhibit "C".
(To Grant Agreement)

State of Illinois)
) SS:
County of Cook)

Anti-Scofflaw Affidavit.

The Affiant being first duly sworn, on oath, represents, warrants, certifies, deposes and says as follows:

(a) That the Affiant is the President of Community Response, Inc. (the "Recipient");

(b) That all water bills, property taxes, sales taxes and other taxes or assessments owed to the City of Chicago (the "City") or the County of Cook by the Recipient or by any partnership, corporation, joint venture or land trust in which the Recipient has control or an ownership interest exceeding 10 percent in such entity (a "Controlled Entity") have been paid in full;

(c) That there are no defaults or payments owed in arrears on any outstanding loan or debt owed to the City by the Recipient or any Controlled Entity;

(d) That all outstanding parking violation complaints issued to any vehicle owned or controlled by the Recipient or any Controlled Entity have either been paid in full or settled; and

(e) That neither the Recipient nor any Controlled Entity is delinquent in any tax administered by the Illinois Department of Revenue, or if delinquent, such party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for such tax or the amount of such tax.

Affiant: John Brancel

Name: John Brancel

Being the President
of Community Response, Inc.

Signed and sworn to me this
27th day of April, 1994.

(Signed) Paul Kuehnert
Notary Public

[Official Seal]
Paul Kuehnert
Notary Public, State of Illinois
My commission expires February 20, 1996.

(Sub)Exhibit "D".
(To Grant Agreement)

Recipient's Counsel's Opinion.

_____, 1994.

City of Chicago
Department of Health
333 South State Street
Chicago, Illinois 60604

RE: Community Response, Inc.

Ladies and Gentlemen:

We have acted as counsel for Community Response, Inc., an Illinois not-for-profit corporation (the "Recipient"), in connection with a grant to the Recipient in the principal sum of Seventy-five Thousand Dollars ($75,000) (referred to herein as the "Grant") made this day by the City of Chicago, acting by and through its Department of Health (the "City"). The Recipient has requested that this opinion be furnished to the City. The Grant is made pursuant to the provisions of a Grant Agreement dated as of the date hereof by and between the City and the Recipient (the "Grant Agreement").

In so acting as counsel for the Recipient we have examined:

A. An executed original of the Grant Agreement;

B. The Articles of Incorporation, including all amendments thereto, of the Recipient, as furnished and certified by the Secretary of State of the State of Illinois;

C. The bylaws of the Recipient, as certified by the Secretary of the Recipient as of the date hereof; and

D. The Certificate of Good Standing, dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Recipient.

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have also assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties, other than the Recipient, which have made, executed or delivered or will make, execute and deliver the agreements and documents examined by us.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States; and (ii) any matters pertaining or relating to the securities laws of the United States, the State of Illinois, or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. The Recipient is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all requisite authority to carry on its business as described in its Articles of Incorporation and to execute and deliver the Grant Agreement and to carry out its obligations thereunder.

2. The Grant Agreement has been duly executed and delivered by the Recipient and constitutes a legal, valid and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. There is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting the Recipient or the Project (as defined in the Grant Agreement), before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the Recipient's ability to perform under the Grant Agreement, including the Recipient's ability to acquire and rehabilitate the Property and to provide the Services (as defined in the Grant Agreement), or any of its business or properties or financial or other conditions.

4. The Grant and the transactions contemplated by the Grant Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Grant Agreement and the consummation of the transactions contemplated thereby, including the operation of the Project as contemplated by the Grant Agreement, will not constitute:

A. A violation or breach of (i) the Articles of Incorporation of the Recipient, (ii) the bylaws of the Recipient, (iii) any provision of any contract or other instrument to which the Recipient is bound, or (iv) any provision of law or any order, writ, injunction, decree, statute, ordinance, rule or regulation binding on the Recipient, or

B. A breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of the Recipient pursuant to any agreement or other instrument to which the Recipient is a party or by which the Recipient is bound.

6. No action of or filing with any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of the Grant Agreement.

7. The Supportive Residences Licensing Act, 210 ILCS 65/15; the Hospice Program Licensing Act, 210 ILCS 60/3; and the Nursing Home Care Act, 210 ILCS 45/1-102 will not apply to the Recipient or the Property in connection with the operation of the Property as contemplated by the Grant Agreement, including the provision of the Services to the Tenants, as those terms are defined in the Grant Agreement.

8. No license of other authorization from any governmental, public or other body is required in connection with the operation of the Property as contemplated in the Grant Agreement, including the provision of the Services to the Tenants.

This opinion is furnished for your benefit and for the benefit of any assignee of the City of all or any portion of the City's rights under the Grant Agreement from time to time, and may be relied upon by you and any such other party in connection with the Grant, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned firm.

Very truly yours,

(Sub)Exhibit "E".
(To Grant Agreement)

State of Illinois)
) SS:
County of Cook)

Affidavit.

The Affiant being first duly sworn, on oath, represents, warrants, certifies, deposes and says as follows:

(a) That the Affiant is the President of Community Response, Inc. (the "Recipient");

(b) That all water bills, property taxes, sales taxes and other taxes or assessments owed to the City of Chicago (the "City") or the County of Cook by the Recipient or by any partnership, corporation, joint venture or land trust in which the Recipient has control or an ownership interest exceeding 10 percent in such entity (a "Controlled Entity") have been paid in full;

(c) That there are no defaults or payments owed in arrears on any outstanding loan or debt owed to the City by the Recipient or any Controlled Entity;

(d) That all outstanding parking violation complaints issued to any vehicle owned or controlled by the Recipient or any Controlled Entity have either been paid in full or settled; and

(e) That neither the Recipient nor any Controlled Entity is delinquent in any tax administered by the Illinois Department of Revenue, or if delinquent, such party is contesting, in accordance with procedures established by the appropriate revenue act, its liability for such tax or the amount of such tax.

Affiant: John Brancel

Name: John Brancel

Being the President
of Community Response, Inc.

Signed and sworn to me this
27th day of April, 1994.

(Signed) Paul Kuehnert
Notary Public

[Official Seal]
Paul Kuehnert
Notary Public, State of Illinois
My commission expires February 20, 1996.

Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all grantees/proposers shall provide the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full Disclosure of Ownership interests from grantee or proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public.

Grantee/Proposer Name: Community Response, Inc.

Grantee/Proposer Address: 225 Harrison Street, Oak Park, Illinois 60304

Grantee/Proposer is a: (Check One)
[ ] Corporation [ ] Sole Proprietor
[ ] Partnership [x] Not-for-Profit Corporation
[ ] Joint Venture* [ ] Other

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

Section I.

For-Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

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

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
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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.

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 grantee/proposer enclosing, with his 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 grantee/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section III.

Sole Proprietorships.

a. The grantee/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 hold such interest:

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

_____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another party 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 Trust, Estates And Other Entities.

If the grantee/proposer is a land trust, business trust, estate or other similar

commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all officers of corporation (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)
John Brancel	President	Alan Amato	Director
Bill Coats	Secretary	Glynne Gervais	Director
Sara Groves	Director	Nathan Linsk	Director
Bonnie Lockhart	Director	Susan Mitchell	Director
		Angelika Kuehn	Director
		William Lowe	Treasurer
		Ruby P. Smith	Vice President
		Marc Blesoff	Director

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 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.

State of Illinois)
) SS:
County of Cook)

The 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.

(Signed) John Brancel
(Signature of Person Making Statement)

John Brancel
Name of Person Making Statement (Print or Type)

President
(Title)

Subscribed to before me this 9th day of June A.D., 19 94.

(Signed) Paul Kuehnert
(Notary Public Signature)

[Official Seal]
Paul Kuehnert
Notary Public, State of Illinois
My commission expires February 20, 1996.

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT WITH CHICAGO LOW-INCOME HOUSING TRUST FUND FOR FINANCING OF AFFORDABLE RENTS FOR CHICAGO PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a grant agreement with the Chicago Low-Income Housing Trust Fund for the purpose of funding the Affordable Rents for Chicago Program, in the amount of $1,600,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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

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

WHEREAS, By ordinance adopted by the City Council of the City on June 28, 1989, the City Council authorized the Department of Housing ("D.O.H.") to organize the Chicago Low-Income Housing Trust Fund (the "Trust Fund") as an Illinois not-for-profit corporation; and

WHEREAS, The Trust Fund was established to provide financial and other assistance to address the permanent housing needs of residents of the City whose income is at or below 50 percent of the median income of all residents of the City and has the authority to accept money for such purposes; and

WHEREAS, The Trust Fund has established the Affordable Rents for Chicago Program (the "Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest-bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C., Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development is authorized to make funds available to participating jurisdictions to increase the number of families served with

decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City in the Annual Appropriation Ordinance for the year 1994 has appropriated the amount of $26,180,000 of HOME Program funds to make loans and grants for the purposes enumerated above and such HOME Program funds are administered by D.O.H.; and

WHEREAS, D.O.H. has preliminary reviewed and approved a grant in an amount not to exceed $1,600,000 of HOME Program funds (the "Grant") to the Trust Fund for use in the Program; now, therefore,

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

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

SECTION 2. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant. Upon execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Grant to the Trust Fund.

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

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

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH SENIOR SUITES GAGE LIMITED PARTNERSHIP FOR CONSTRUCTION OF LOW- AND MODERATE-INCOME SENIOR CITIZEN HOUSING AT 3244 WEST 59TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a loan and security agreement with Senior Suites Gage Limited Partnership for the rehabilitation of the property located at 3244 West 59th Street, in the amount of $3,755,557, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C., Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received from H.U.D. an allocation of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Senior Suites Chicago Gage Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner, in an amount not to exceed $3,755,557 (the "Loan"), to be funded from HOME Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in

connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

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

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

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

Exhibit "A".

Borrower:	Senior Suites Chicago Gage Limited Partnership, an Illinois limited partnership, with Senior Suites Chicago Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.	
Project:	Acquisition of vacant land and construction of a new building to be located at 3244 West 59th Street (the "Property") and of 86 dwelling units to be contained therein as studio and one-bedroom units for low- and moderate-income senior citizens.	
Loan:	Source:	HOME Program.
	Amount:	Not to exceed $3,755,557.

		Term:	Not to exceed 32 years.
		Interest:	Zero percent per annum.
		Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	$700,000.
		Term:	30 years.
		Source:	Avondale Federal Savings Bank, or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 13 percent per annum.
		Security:	First mortgage on the Property.
	2.	Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:	Approximately $2,265,030.
		Source:	To be derived from the syndication by the General Partner of $503,340 L.I.H.T.C. allocation by the City.
	3.	Equity:	$100.
		Source:	General Partner.
TOTAL PROJECT COSTS:			Approximately $6,720,687.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning

Construction/Architectural/Structural

Internal Plumbing

H.V.A.C.

Water for Construction

Smoke Abatement

B. Electrical Permit: Service and wiring

C. Elevator Permit (if applicable)

D. Wrecking Permit (if applicable)

E. Fencing Permit (if applicable)

F. Driveway Permit (if applicable)

Department Of Sewers.

Plan Review, Permit and Inspection Fees.

Connection Fees.

Department Of Water.

Plan Review, Permit and Inspection Fees.

Tap Fees.

Demolition Fees for Existing Water Taps (fees to purchase B-boxes, meters, and remote readouts are not waived).

Department Of Streets And Sanitation.

Street Opening and Patching Fees.

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

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders authorizing the Corporation Counsel to enter into and execute settlement agreements in the following cases:

Nabor Salto v. Harry Mercado, et. al., 93 C 0122, in the amount of $160,000; and

Dietrich Williams v. City of Chicago, et. al., 91 L 6343, in the amount of $650,000,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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):

Nabor Salto v. Harry Mercado, Et. Al.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Nabor Salto v. Harry Mercado, et. al.,* 93 C 0122 in the amount of $160,000.

Dietrich Williams v. City Of Chicago, Et. Al.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Dietrich Williams v. City of Chicago, et. al.,* 91 L 6343 in the amount of $650,000.

AUTHORIZATION FOR EXTENSION OF TERM OF COMMUNITY DEVELOPMENT FLOAT LOAN TO CHINESE AMERICAN DEVELOPMENT CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the extension of the term of the Community Development Float Loan to the Chinese American Development Corporation, in the amount of $5,048,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that "any city which has a population of more than 25,000 . . . (is) a Home Rule Unit" and the City of Chicago (the "City") has a population of more than 25,000 and is therefore a Home Rule Unit and may under the power granted by Section 6(a) exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council enacted an ordinance on December 23, 1985, published in the Journal of the Proceedings of the City Council of such date at pages 25403 -- 25405, pursuant to which the City, through its Department of Economic Development ("D.E.D."), was authorized to negotiate a loan (the "C.D. Float Loan") to be made from its allocation of Community Development Block Grant funds to the Chinese American Development Corporation, an Illinois corporation (the "Borrower"), for the purpose of providing interim financing to the Borrower to fund the initial phase of development of property in the Chinatown area of Chicago (the "Project Area"), with such initial phase ("Phase 1A.1"), consisting of the construction of 56 retail and office units together with an oriental-theme open-air mall and plaza area; and with subsequent phases to include the construction of approximately 280 townhouses and condominiums, a 100,000 square-foot Asian trade center and a 200-room hotel, together with surface parking, roads, utilities and landscaping; and the development by the Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F."), of a community center and approximately 150 units of housing for the elderly (such phases being collectively referred to herein as the "Project"); and

WHEREAS, The City Council enacted an ordinance on May 30, 1986, published in the Journal of the Proceedings of the City Council of such date at pages 30132 -- 30184, pursuant to which the City authorized the execution by D.E.D. on behalf of the City of that certain Redevelopment/Loan Agreement -- Chinatown Basin Project between the City and the Borrower and such other documents as were necessary to effectuate the Project and evidence the C.D. Float Loan; and

WHEREAS, The City Council enacted ordinances on April 25, 1990 and February 6, 1991, respectively, published in the Journal of the Proceedings of the City Council of such dates at pages 14524 -- 14594 and 29306 -- 29387, respectively, pursuant to which the City authorized the execution by D.E.D. on behalf of the City of an Amended and Restated Redevelopment/Loan Agreement (the "Redevelopment Agreement") and such other documents as were necessary to effectuate the Project and evidence the C.D. Float Loan; and

WHEREAS, Pursuant to the above-mentioned ordinances, the City, C.A.D.F. and the Borrower entered into the Redevelopment Agreement and other documents related thereto including a first mortgage on certain property (the "Property") made by the Borrower in favor of the City as of February 26, 1991 and recorded on March 8, 1991 as Document No. 91106286 in Cook County, Illinois (the "Mortgage"), securing the C.D. Float Loan; and

WHEREAS, The C.D. Float Loan was evidenced by a $5,048,000 note as described in Exhibit A attached hereto and made a part hereof (the "$5.048 Million C.D. Float Note") and a $2,250,000 note (the "$2.25 Million C.D. Float Note") from the Borrower to the City; and

WHEREAS, The City Council enacted an ordinance on December 11, 1991, published in the Journal of the Proceedings of the City Council of such date at pages 10936 -- 10978, pursuant to which the rights, powers, duties, obligations and responsibilities of D.E.D. were assumed by the City's Department of Planning and Development ("D.P.D."); and

WHEREAS, The $2.25 Million C.D. Float Note was paid in full at maturity on August 13, 1992; and

WHEREAS, The Borrower has (a) completed Phase 1A.1 of the Project, (b) substantially completed construction of the next phase of the Project which consists of the construction of thirteen townhouses and eight condominium units in the Project Area, and (c) is preparing to proceed with the subsequent phase of the Project which shall consist of the construction of additional townhouses and condominium units in the Project Area; and

WHEREAS, The City Council enacted an ordinance on September 15, 1993, published in the Journal of the Proceedings of the City Council of such date at pages 37376 -- 37380, pursuant to which the City authorized (a) the subordination of the City's first mortgage lien with respect to certain parcels of the Property (the "Parcels"), acceptance of a second mortgage lien with respect thereto in favor of the first lien of certain lenders (with the City retaining its first mortgage lien with respect to the remainder of the Property) and (b) the release of the City's second mortgage lien on each Parcel upon the sale of such Parcel to a homeowner; and

WHEREAS, The Borrower expected to receive proceeds of a financing (the "I.H.D.A. Financing") by the Illinois Housing Development Authority ("I.H.D.A.") on or before August 28, 1994, a portion of which proceeds will be used by the Borrower to retire the $5.048 Million C.D. Float Note; and

WHEREAS, The Borrower requested a six-month extension of the term of the $5.048 Million C.D. Float Note to August 28, 1994 as described in Exhibit A, and the City Council enacted an ordinance on January 12, 1994, published in the Journal of the Proceedings of the City Council of such date

at pages 44377 -- 44381, pursuant to which the City authorized such extension; and

WHEREAS, The I.H.D.A. Financing has been delayed and the Borrower has requested an additional extension of the term of the $5.048 Million C.D. Float Note to December 20, 1994; and

WHEREAS, D.P.D. has preliminarily reviewed and approved the above-described request of the Borrower; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and to take any and all action necessary or advisable to implement said second extension of the $5.048 Million C.D. Float Note, and perform any and all acts as shall be necessary or advisable in connection therewith. The Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the foregoing in substantial conformity with the terms described in Exhibit A hereto.

SECTION 3. This ordinance shall be effective as of the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Borrower:	Chinese American Development Corporation, an Illinois corporation.

Current Terms Of The $5.048 Million C.D. Float Note, As Extended As Of January 12, 1994:

Amount:	$5,048,000.
Interest Rate:	Four percent per annum.

Maturity Date for Payment of Accrued Interest and Principal:	Upon demand or no later than the earlier of (a) the closing of the I.H.D.A. Financing or (b) August 28, 1994.
Outstanding Principal Balance as of July 13, 1994:	$5,048.000.
Security:	Junior mortgage on the Parcels, senior mortgage on the remainder of the Property and direct pay letters of credit in the aggregate amount of $5,048,000.

Proposed Terms Of The Second Extension Of The $5.048 Million C.D. Float Note:

Revised Maturity Date for Payment of Accrued Interest and Principal:	Upon demand or no later than the earlier of (a) the closing of the I.H.D.A. Financing or (b) December 20, 1994.
Revised Security:	Extension of the expiry date of the letters of credit which secure the $5.048 Million C.D. Float Note to January 20, 1995.

All other terms of the C.D. Float Loan shall remain the same.

DESIGNATION OF FARLEY FOODS, U.S.A. AS DEVELOPER FOR 43RD STREET AND DAMEN AVENUE TAX INCREMENT FINANCE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of Farley Foods, U.S.A. as the developer for the 43rd Street and Damen Avenue Tax Increment Finance Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") as of the date hereof and published in the Journal of the Proceedings of the City Council of such date, a certain redevelopment plan for the 43rd and Damen Tax Increment Redevelopment Project (the "Project Area") was adopted and approved; and

WHEREAS, Pursuant to an ordinance adopted as of the date hereof and published in the Journal of the Proceedings of the City Council of such date, the Project Area was designated as a redevelopment project area pursuant to

the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition)); and

WHEREAS, Pursuant to an ordinance adopted by the City Council as of the date hereof and published in the Journal of the Proceedings of the City Council of such date, tax increment allocation financing was approved as a means of financing redevelopment costs in the Project Area; and

WHEREAS, Farley Limited Liability Company, a to-be-formed Delaware limited liability company ("F.L.L.C."), intends to purchase property (the "Property") and five buildings totaling 535,354 square feet in size (the "Facilities") located within the Project Area and intends to lease the Property and Facilities to Farley Candy Company, doing business as Farley Foods, U.S.A. ("Farley"); and

WHEREAS, Farley shall equip the Facilities and relocate its warehousing and distribution operations therein, which will result in 150 jobs being created by Farley at the Facilities within two years; and

WHEREAS, Farley proposes to equip the Facilities and operate its warehousing and distribution business on the Property pursuant to the terms and conditions of a redevelopment agreement to be executed by F.L.L.C., Farley and the City, including but not limited to the acquisition of the Property and Facilities and retention and creation of the jobs, to be financed in part by a portion of the proceeds of the City's General Obligation Tender Bonds, Project Series B of 1992; and

WHEREAS, Pursuant to Resolution 94-CDC-35 adopted by the Community Development Commission of the City (the "C.D.C.") on June 14, 1994, the C.D.C. authorized the City's Department of Planning and Development ("D.P.D.") to advertise its intention to negotiate a redevelopment agreement with Farley and F.L.L.C. for the acquisition of the Property and Facilities and to request alternative proposals for the redevelopment of the Property and Facilities; and

WHEREAS, D.P.D. advertised its intentions to negotiate a redevelopment agreement with Farley and F.L.L.C. for the acquisition of the Property and Facilities, gave proper public notice of the Farley proposal and provided reasonable opportunity for other persons to submit alternative proposals or bids; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the acquisition of the Property and the Facilities at the conclusion of the advertising period, pursuant to Resolution 94-CDC-35 has recommended Farley as the designated developer of the Property and the Facilities, and has authorized the Chairman of the C.D.C. to forward that recommendation to City Council; now, therefore,

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

SECTION 1. The Commissioner of D.P.D. (the "Commissioner") and/or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver a redevelopment agreement with F.L.L.C. and Farley substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 2. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 4. This ordinance shall be in full force and effect upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

43rd And Damen Redevelopment Agreement.

This 43rd and Damen Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 1994, by and between the City of Chicago, an Illinois municipal corporation ("City"), through its Department of Planning and Development ("D.P.D."), and Farley Candy Company, a Delaware corporation, doing business as Farley Foods, U.S.A. ("Farley"), and Farley Limited Liability Company, a Delaware limited liability company, whose members are officers of Farley ("F.L.L.C.", referred to herein collectively with Farley as the "Developer").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the

"State"), the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of City (the "City Council") adopted the following ordinances on _____, 1994: (1) "An Ordinance Adopting and Approving the 43rd and Damen Avenue Redevelopment Project Area and Plan"; (2) "An Ordinance Designating the 43rd and Damen Avenue Redevelopment Project Area"; and (3) "An Ordinance Adopting Tax Increment Allocation Financing for the 43rd and Damen Avenue Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: F.L.L.C. intends to purchase (the "Acquisition") certain real property legally described on (Sub)Exhibit B hereto (the "Property") and five buildings (the "Facilities") located thereon approximately 535,354 square feet in size, in the aggregate, located within the Redevelopment Area at 2040 West 43rd Street, 2100 West 43rd Street, 2005 West 43rd Street and 4330 South Damen Avenue, Chicago, Illinois 60609. The Property and appurtenant fixtures shall be F.L.L.C.'s sole assets. F.L.L.C. intends to lease the Property and Facilities to Farley pursuant to a long term lease attached hereto as (Sub)Exhibit C (the "Lease") and, within the time frames set forth in Section 3.01 hereof, Farley shall equip the Facilities and commence warehousing and distribution operations therein. The Acquisition and equipping of the Facilities and related improvements, including but not limited to the T.I.F.-Funded Improvement as defined below are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 43rd and Damen Redevelopment Plan and Project (the "Plan") attached hereto as (Sub)Exhibit D.

F. The City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) a portion of the proceeds of its General Obligation Tender Bonds, Project Series B of 1992 (the "G. O. Bonds") issued pursuant

to an ordinance adopted by the City Council on July 7, 1992 (the " G. O. Bond Ordinance") to pay for or reimburse the Developer for the T.I.F.-Funded Improvement pursuant to the terms and conditions of this Agreement.

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Bond(s)" shall have the meaning set forth for such term in Section 7.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of the Bonds.

"Certificate" shall mean the Certificate of Completion described in Section 6.01 hereof.

"City Fee" shall mean the fee described in Section 4.03(c) hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Change Order" shall mean any amendment or modification to the Project Budget as described in Section 3.02 and Section 3.03 hereof.

"Closing Date" shall mean the date of execution of this Agreement and the date of the Closing of the Acquisition by all parties hereto.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 9 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., §9601, et seq.); (ii) any so-called "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C., §1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C., §6902, et seq.); (v) the Clean Air Act (42 U.S.C., §7401, et seq.); (vi) the Clean Water Act (33 U.S.C., §1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C., §2601, et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C., §136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.04 (Cost Overruns).

"Event of Default" shall have the meaning set forth in Section 14 hereof.

"Financial Statements" shall mean complete, in the case of Farley, audited financial statements prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods and in the case of F.L.L.C. [unaudited financial statements certified by a company officer].

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act as amended from time to time, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into the special tax

allocation fund established to pay redevelopment project costs in the Redevelopment Area and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E.(s)" or minority-owned business shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Developer, the Property and/or the Project set forth on (Sub)Exhibit E hereto.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit F, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.02 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act, as amended from time to time.

"Survey" shall mean an ALTA plat of a recent survey of the Property acceptable in form and content to City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Department of Housing and Urban Development (and updates thereof to reflect improvements to the Property in connection with the construction of the Facilities and related improvements as required by City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the later of: (a) the date on which there are no Bonds outstanding or (b) the date on which the City shall have been fully reimbursed from Incremental Taxes generated by this Project for amounts expended by City for the T.I.F.-Funded Improvements; provided, however, that such term shall in no event be longer than the period for which the Redevelopment Area is in effect (through and including _____, 2017).

"1994 43rd and Damen Redevelopment Project Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"T.I.F.-Funded Improvement" shall mean the portion of the acquisition costs that the City will pay for from City Funds pursuant to Section 4.03 (b).

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing F.L.L.C. as the insured, issued by the Title Company.

"W.B.E.(s)" or women-owned business means a business enterprise identified in the Directory of Certified Women Business Enterprises published by City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

On the Closing Date, F.L.L.C. will acquire the Property and lease it to Farley pursuant to the Lease, and Farley shall (i) commence to equip the Facilities and relocate its warehousing and distribution operations therein no later than October 15, 1994; and (ii) complete the equipping of the Facilities and the relocation of its warehousing and distribution operations therein no later than December 1, 1995. Additionally, Farley covenants and agrees that in addition to completing the Project it will incur an additional One Million Dollars ($1,000,000) for the costs of capital improvements at any one of its facilities located in the City within a two year period commencing on the Closing Date and ending two years thereafter.

3.02 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Eleven Million Dollars ($11,000,000). The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) to the best of the Developer's knowledge after

diligent inquiry, the Project Budget is true, correct and complete in all material respects.

3.03 Change Orders.

[Intentionally Omitted]

3.04 D.P.D. Approval.

Any approval by D.P.D. is for the purpose of this Agreement only and does not constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Progress Report.

The Developer shall provide D.P.D. with a report upon completion of the Project detailing the status of the Project.

3.06 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.07 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.08 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be $11,000,000 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Section 4.06)	$ 750,000
Lender Financing to F.L.L.C.	7,250,000
City Funds (subject to Section 4.03)	3,000,000
Estimated Total:	$11,000,000

4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Redevelopment Project Costs.

4.03 The City Funds.

(a) Uses of City Funds. City Funds will be used to pay for a portion of the acquisition price as a T.I.F.-Funded Improvement for the Project.

(b) Sources of the City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve the City funds from the sources and in the amounts described directly below (the "City Funds") for reimbursing F.L.L.C. for cost of the T.I.F.-Funded Improvement:

Source of the City Funds	Maximum Amount
General Obligation Bonds Series 1992	$3,000,0000

(c) City Fee. The City may allocate the sum of Sixty Thousand Dollars ($60,000) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, nor shall the Developer be required to pay such fee.

4.04 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvement exceeds the City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. The Owner's Sworn Statement, being (Sub)Exhibit G hereto, sets forth the prior expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items.

[Intentionally Omitted].

Section 5.

Conditions Precedent.

The following conditions shall be complied with to City's satisfaction within the time periods set forth below:

5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget.

5.02 Other Governmental Approvals.

Not less than five (5) days prior to the Closing Date, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to D.P.D..

5.03 Financing.

Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof at least fifteen (15) days prior to the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity as set forth in Section 4.01) to complete the Project.

5.04 Acquisition And Title.

On the Closing Date, the City shall disburse the City Funds in an amount not to exceed $3,000,000 to pay, in part, the cost to F.L.L.C. of the Acquisition, and the Developer shall furnish the City with a certified, later-dated copy of the Title Policy, showing F.L.L.C. as the named insured, with respect to the Property. The Title Policy shall be dated on the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit E hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 7.18 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to extended coverage and satisfactory endorsements regarding zoning, contiguity, location and survey. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the proposed purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto. In addition, the Developer shall provide D.P.D. evidence that the Lease is executed and a memorandum of lease is recorded.

5.05 Evidence Of Clean Title.

[Upon request by D.P.D., not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current State and county lien searches under each Developer's name (and any trade name of the Developer) showing no Uniform Commercial Code security interests, judgments, pending suits, federal or state tax liens or fixture filings filed against such Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens. This condition may be waived in the Commissioner of D.P.D.'s sole discretion.]

5.06 Surveys.

Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.07 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 11 hereof. Certificates or binders evidencing the required coverages, along with paid receipts, shall have been delivered to D.P.D. five (5) days prior to the Closing Date.

5.08 Opinion Of Developer's Counsel.

The Developer shall furnish the City with an opinion of counsel on the Closing Date, substantially in the form attached hereto as (Sub)Exhibit H, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project and if such special counsel is unwilling to provide the same or all of the opinions set forth in (Sub)Exhibit H, such opinion(s) shall be obtained by the Developer from its general corporate counsel.

5.09 Evidence Of Prior Expenditures.

No later than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.10 Financial Statements.

Farley shall have provided Financial Statements to D.P.D. for its 1993 fiscal year, and audited or unaudited interim financial statements, not less than thirty (30) days prior to the Closing Date.

5.11 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.12 Environmental.

Prior to the Closing Date, the Developer shall have provided D.P.D. with a report detailing the remedial steps taken and to be taken in response to the Phase I and Phase II Environment Audit and a letter from an environmental consultant indicating that all environmental remediation steps recommended for the Property have been taken and that all environmental regulations and requirements have been satisfied.

5.13 Preconditions Of Disbursement.

For each disbursement, the Developer shall have satisfied all other preconditions of disbursement of the City Funds as provided in the G. O. Bond Ordinance, the Bond Ordinance, if any, and any certifications or representations made by the City in connection with the issuance of the G. O. Bonds, the Bonds, if any, and/or this Agreement.

5.14 Assignment Of Real Estate Purchase Contract.

At or prior to the Closing Date, Farley shall have assigned all of its right, title and interest in that certain Real Estate Purchase Contract dated January 19, 1994 by and between Farley and Dry Storage Corporation, an Illinois corporation, related to the purchase of the Property, to F.L.L.C. pursuant to an assignment and assumption agreement acceptable in form and substance to the City.

Section 6.

Completion Of Project.

6.01 Certificate Of Completion.

Upon completion of the Project in accordance with the terms of this Agreement, and at the Developer's written request, D.P.D. shall issue the Developer a Certificate certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement; provided, however, that the issuance of any such Certificate shall not operate as a waiver of any of the City's rights under this Agreement or any other agreement. D.P.D. shall respond to Developer's written request for a Certificate by issuing, either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement, and any other objections to the issuance of a Certificate which D.P.D. may have, and the measures which must subsequently be taken by the Developer in order to obtain the Certificate. The Developer may

resubmit a written request for a Certificate upon completion of such measures.

6.02 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have the right to terminate this Agreement.

Section 7.

Covenants/Representations/Warranties Of The Developer.

7.01 General.

Each Developer (unless otherwise specified) represents, warrants and covenants that:

(a) Farley is a Delaware corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) F.L.L.C. is a Delaware limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(c) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(d) the execution, delivery and performance by Farley of this Agreement has been duly authorized by all necessary corporate action and will not violate its Articles of Incorporation or bylaws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Farley is now a party or by which Farley is now or may become bound;

(e) the execution, delivery and performance by F.L.L.C. of this Agreement has been duly authorized by all necessary company action and will not violate its Articles of Organization, operating agreement, resolutions or rules and regulations, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or

require any consent under any agreement, instrument or document to which F.L.L.C. is now a party or by which F.L.L.C. is now or may become bound;

(f) unless otherwise permitted pursuant to the terms of this Agreement, F.L.L.C. shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens including the Lease, and Lender Financing as disclosed in the Project Budget);

(g) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(h) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(i) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(j) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(k) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(l) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except for the Lease; (3) enter into any transaction outside the ordinary course of Developer's business, if it would adversely affect the Developer's ability, to complete and operate the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity, if it would adversely affect the Developer's ability to complete and operate the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(m) the Developer has not incurred, and, prior to the issuance of a Certificate shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property other than the Permitted Liens or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget, or except as disclosed on (Sub)Exhibit I hereto; and

(n) the Lease shall remain in effect for fifteen (15) years as disclosed on (Sub)Exhibit C.

7.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (Sub)Exhibits attached hereto, the G.O. Bond Ordinance, the Bond Ordinance, [if any] the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

7.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

7.04 Use Of The City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for the T.I.F.-Funded Improvement as provided in this Agreement.

7.05 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) bonds in connection with the Project (other than the G.O. Bonds), the proceeds of which are to be used to reimburse the City for expenditures made in connection with the T.I.F.-Funded Improvements (the "Bonds") and which are partially or entirely secured by Incremental Taxes; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall [at the Developer's expense,] cooperate and

provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

7.06 Job Creation And Retention; Covenant To Remain In The City.

Upon the completion of the Project, one hundred and twenty (120) jobs shall be created by Farley at the Facilities and within the next two years an additional thirty (30) jobs will be created at the Facilities. Additionally, within the next two years, Farley will create one hundred (100) jobs at its facilities located at 2945 West 31st Street, and 4500 West Belmont Avenue, Chicago, Illinois. Furthermore, Farley reasonably anticipates creating an additional one hundred (100) jobs at these other two facilities within the next two years. For so long as it remains economically viable all such jobs shall be retained by the Developer at the Facilities or at the other Farley facilities within the City through _____, 2017 [date of termination of the Redevelopment Area]. The Developer hereby covenants and agrees to maintain its current business operations within the City of Chicago through _____, 2017 [date of termination of the Redevelopment Area] so long as it remains economically viable.

7.07 Employment Opportunity.

Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause any contractor working on the Project to abide by the terms set forth in Section 9 hereof.

7.08 Employment Profile.

Developer shall submit, and contractually obligate and cause any contractor working on the Project to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

7.09 Prevailing Wage.

The Developer covenants and agrees to pay, and contractually obligate and cause any contractor working on the Project to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City

with copies of all such contracts entered into by the Developer or such contractor to evidence compliance with this Section 7.09.

7.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with the T.I.F.-Funded Improvement. Developer shall provide information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon D.P.D.'s request, prior to any such disbursement.

7.11 Conflict Of Interest.

The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City, owns or controls (or has owned or controlled) any interest, or represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Developer's business or the property described in (Sub)Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to the Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.12 Disclosure Of Interest.

[Intentionally Omitted]

7.13 Financial Statements.

Farley shall obtain and provide to D.P.D. Financial Statements for Farley's fiscal year ended 1993 and each year thereafter for the Term of the Agreement. In addition, Farley shall submit audited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request. F.L.L.C. shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request. [To the extent that the Financial Statements submitted are not subject to disclosure under applicable federal, state and local law, they shall not be made available to the public.]

7.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 11 hereof.

7.15 Non-Governmental Charges.

Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 7.15); or (ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

7.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

7.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

7.18 Recording And Filing.

The Developer shall cause this Agreement, certain (sub)exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

7.19 Conditional Provisions.

The covenants set forth in (Sub)Exhibit J hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the G.O. Bonds. In the event that the City exercises its option to make any covenant(s) in (Sub)Exhibit J effective, it shall so notify Developer in accordance with Section 16 hereof.

7.20 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 7 or elsewhere in this Agreement shall be true, accurate, and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 8.

Covenants/Representations/Warranties Of City.

8.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder and that the City Funds are available as of the date hereof to perform such obligations in accordance with the terms of this Agreement, and shall remain available to fund the City's obligations hereunder as same become due.

8.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement; provided, however, that all provisions of this Agreement that are not, as of the date of the issuance of the Certificate, executory provisions, shall terminate upon issuance of such Certificate and be of no further force or effect, and provided further, that nothing in this Section 8.02 shall be construed as a waiver by the City of its rights and remedies pursuant to this Agreement and with respect to such terminated provisions during the period that such provisions were in effect, and all of the City's rights and remedies with respect thereto shall survive the issuance of the Certificate. Upon the expiration of the Term of the Agreement, D.P.D. shall provide Developer at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 9.

Employment Opportunity.

Developer and its successors and assigns hereby agree, and shall contractually obligate and cause any contractor hired in connection with the Project or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Ch. 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent reasonably feasible, each Employer shall create training and employment opportunities for the benefit of low- and moderate-income residents of the Redevelopment Area. Moreover, to the greatest extent reasonably possible, contracts for work performed in connection with the Project shall be awarded by Employer to business concerns located in, or owned in substantial part by persons residing in, the Redevelopment Area.

(c) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(d) Each Employer shall make a good faith effort to hire City residents for any temporary or permanent job vacancies created by the construction, development or use of the Facilities. Developer shall submit reports to D.P.D. from time to time detailing its compliance with this provision within thirty (30) days after receipt of a written request from D.P.D. with respect thereto.

(e) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(f) Each Employer will include the foregoing provisions in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

(g) With respect to contracts let, if any, in connection with the Project, the Developer shall expend at least the following percentages of the total Project Budget (less amounts paid for the Acquisition and Prior Expenditures), for contract participation by M.B.E.s or W.B.E.s in the Project:

M.B.E. Percentage	W.B.E. Percentage
25%	5%

This commitment may be met by the Developer's status as a M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture), by using an M.B.E. or W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the Developer's business or by any combination of the foregoing. Those businesses that constitute both an M.B.E. and W.B.E. shall not be credited more than once against the Developer's M.B.E. or W.B.E. commitment. Developer may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project. The City may require the Developer to demonstrate the specific efforts undertaken to involve M.B.E.s and W.B.E.s directly in the Project. Upon the written request of D.P.D., periodic reports shall be made by the Developer to the City on all efforts made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each M.B.E. and W.B.E. solicited by the Developer to work as a contractor or subcontractor and the responses received to such solicitation, the name and business address of each M.B.E. and W.B.E. actually involved in the Project, a description of the work performed and/or products or services supplied, the date and amount of each expenditure and such other information as may assist the City in determining the Developer's compliance with the foregoing provisions, and the status of any M.B.E. or W.B.E. performing any contract in connection with the Project. The City shall have access to the Developer's books and records, including without limitation payroll records, tax returns and records and books of account, on five (5) days notice, to allow the City to review the Developer's compliance with its

commitment to M.B.E./W.B.E. participation. The City and the Developer hereby acknowledge that the total, or substantially all of the Project Budget may end up consisting of costs of Acquisition or Prior Expenditures, in which event this paragraph shall not apply.

(h) The Developer and all contractors and subcontractors that perform work on the site on behalf of the Developer for the Project other than work performed prior to the Closing Date undertaken pursuant to this Agreement shall comply with the minimum percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Municipal Code of Chicago and shall otherwise comply with the requirements of said Section. The requirements of said Section 2-92-330 shall be included in all contracts and subcontracts entered into by the Developer or its contractors related to work performed on the Project. In addition to any other reporting and records maintenance requirements imposed by said Section 2-92-330, the Developer shall submit monthly reports to D.P.D. detailing its compliance with the terms hereof.

Section 10.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of

the City or the Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

Section 11.

Insurance.

The Developer shall with respect to each of the following types of insurance either (i) procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of this Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Developer, any contractor or subcontractor or (ii) provide such evidence of self insurance that may be required by the Risk Manager of the City:

(a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than $[100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

[(b) Construction: Prior to construction if any of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than [$100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than [$2,000,000.00] per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than [$1,000,000.00] per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

(iv) All Risk Blanket Builder's Risk Insurance.

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be

part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

(v) Professional Liability.

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of $1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.]

(c) Other Provisions.

All insurance policies shall provide that the City shall be given 30 days prior written notice of any modification, renewal or cancellation. Original certificates of insurance evidencing the required coverages and renewal certificates of insurance or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement or prior to completion of construction of the Project, as applicable, shall be delivered in a timely manner, as herein required, to the City of Chicago, Department of Finance, Risk Management Office, Room 400, 333 South State Street, Chicago, Illinois 60604. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation of Event of Default by Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by Developer upon demand by the City.

Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors and subcontractors shall in no way limit Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. Developer shall require all contractors and subcontractors to carry the insurance required herein, or Developer may provide the coverage for any or all

contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commissioner's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

City maintains the right to modify, delete, alter or change the provisions of this Section 11 so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 11 beyond that which is reasonably customary at such time.

Section 12.

Indemnification.

Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project Improvement, or (iii) the existence of any material misrepresentation or omission in any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

Section 13.

Maintaining Records/Right To Inspect.

13.01 Books And Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts' entered into by Developer with respect to the Project.

13.02 Inspection Rights.

Any authorized representative of City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 14.

Default And Remedies.

14.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 14.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that such Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution or such order is lawfully contested;

(h) the dissolution of the Developer; or

(i) the institution in any court of a criminal proceeding other than a misdemeanor against the Developer or any natural person who owns a material interest in the Developer, which is is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime other than a misdemeanor.

For purposes of Sections 14.01(h) and 14.01(i) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-

three percent (33%) of the Developer's issued and outstanding shares of stock.

14.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein.

14.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within twenty (20) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such twenty (20) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such twenty (20) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 15.

Mortgaging Of The Project.

All mortgages currently in place with respect to the Project are listed on (Sub)Exhibit E hereto, including mortgages made in connection with Lender Financing. In the event that the Developer shall hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof, a mortgage(s) or deed(s) of trust (any such mortgage or deed of trust being hereinafter referred to as the "Mortgage" and the holder of the same

being hereinafter referred to as the "Mortgagee"), then it is hereby agreed by and between the City and the Developer as follows:

(a) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 6 hereof, no such Mortgage shall be executed on the Facility without the prior written consent of the Commissioner of D.P.D..

(b) In the event that the Mortgagee or any other party shall succeed to the Developer's interest in the Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure, deed in lieu of foreclosure, or otherwise, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 17.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of the Developer hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee or other party succeeding to the Developer's interest in the Property does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

Section 16.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified or facsimile mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Law
Finance and Economic
Development Division
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If To Developer:

Farley Candy Company,
doing business as Farley Foods,
U.S.A.
2945 West 31st Street
Chicago, Illinois 60623
Attention: Julie Laux

With Copies To:

Mary Riordan
Polsky and Riordan, Ltd.
Suite 3909
205 North Michigan Avenue
Chicago, Illinois 60601

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 17.

Miscellaneous.

17.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended without the prior written consent of the City.

17.02 Entire Agreement.

This Agreement (including each (sub)exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

17.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

17.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

17.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

17.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent,

limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

17.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

17.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

17.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, the G.O. Bond Ordinance, or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

17.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

17.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to City shall be in form and content satisfactory to the City.

17.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.P.D. in writing and in its sole discretion.

17.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificates, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 7.19 and 7.20 hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

17.16 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest:

Farley Candy Company, doing business as Farley Foods, U.S.A.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

Farley Limited Liability Company

By: _____

Its: _____

City of Chicago

By: _____
Commissioner,
Department of Planning and
Development

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____ and _____ of Farley Candy Company, a Delaware corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____ and _____ of Farley Limited Liability Company, a _____ limited liability corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____

[Seal]

[(Sub)Exhibits "A", "B", "C", "D", "E", "G", "I", "K" and "L" referred to in this Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "F", "H" and "J" referred to in this Redevelopment Agreement read as follows:

(Sub)Exhibit "F".
(To Redevelopment Agreement)

Farley Foods, U.S.A.

Estimated Project Budget.

Line Item	Private Costs	T.I.F.-Funded Costs
Land Acquisition	$6,450,000	$3,000,000

Line Item	Private Costs	T.I.F.-Funded Costs
Racking System	$ 250,000	$ 0
Environmental Cost	350,000	0
Relocation Expenses	200,000	0
Real Estate Consultants	200,000	0
T.I.F. and Other Consultants	105,000	0
Title, Survey, Printing, Etc.	50,000	0
Environmental Consultants	45,000	0
Legal	100,000	0
Financing Costs	70,000	0
Contingency	180,000	0
TOTALS:	$8,000,000	$3,000,000

TOTAL PROJECT BUDGET: $11,000,000

(Sub)Exhibit "H".
(To Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, 1994.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Farley Candy Company doing business as Farley Foods, U.S.A., a Delaware corporation and Farley Limited Liability Company, a Delaware limited liability company (collectively the "Developer"), in connection with the purchase of certain land and equipping of certain facilities thereon located in the 43rd and Damen Avenue Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) 43rd and Damen Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) Real Estate Purchase Contract [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each

outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or by taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This Opinion is issued at the Developer's request for the benefit of the City, its counsel and purchasers of the City's General Obligation Tender Bonds, Series B of 1992 issued pursuant to an ordinance adopted by the City Council of the City of Chicago on July 7, 1992 (the proceeds of which are to be used, in part, to finance a portion of the acquisition cost of property for the Project), and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

Exhibit "A" referred to in this Opinion of Counsel reads as follows:

Exhibit "A".
(To Opinion Of Council)

Shareholders:

William H. Ellis	97%
Farley management	3%

Directors:

1. William H. Ellis
   President and Chairman
2. E. George LeBreux
   Executive Vice President and Chief Operating Officer
3. Michael S. Gotkin
   Senior Vice President -- General Counsel
4. Gary A. Ricco
   Senior Vice President -- Finance and Administration
5. Harris P. Byrd
   Director

(Sub)Exhibit "J".
(To Redevelopment Agreement)

Conditional Provisions.

7.19 Conditional Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, state, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes. Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 7.19(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement,

in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in it sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit L attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit L; (B) Part II of (Sub)Exhibit L sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit L.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit L.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer. The term "Underassessment Complaint" as used

in this Agreement shall mean a complaint seeking to increase the assessed value of the Project not above the minimum assessed value as shown on (Sub)Exhibit L.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 7.19 are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assignees and transferees from and after the date hereof; provided, however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 11 hereof, the Developer shall at all times provide, maintain and keep in force the following insurance:

All Risk Property Insurance.

(A) Developer shall obtain All Risk Property Insurance in the amount of the full replacement value of the Developer's property located in the Redevelopment Area, including but not limited to the Property.

(B) Post-construction, the Developer shall obtain an All Risk Property policy, including improvements and betterments in the amount of full replacement value of the Developer's property located in the Redevelopment Area, including but not limited to the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

[(Sub)Exhibit "L" referred to in these Conditional Provisions unavailable at time of printing.]

AUTHORIZATION FOR APPROVAL AND ADOPTION OF TAX INCREMENT REDEVELOPMENT PLAN FOR 43RD STREET AND DAMEN AVENUE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approving and adoption of the Tax Increment Redevelopment Plan for the 43rd Street and Damen Avenue Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992), as amended (the "Act"), for the proposed redevelopment plan and redevelopment project (the "Plan" and "Project") for a proposed redevelopment project area to be known as "43rd and Damen Avenue Redevelopment Project Area" (the "Area") described in Section 1(a) of this ordinance; which area is contiguous and constitutes in the aggregate more than 1½ acres; and

WHEREAS, Pursuant to Sections 11-74.4-4 and 11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing (the "Hearing") relative to the Plan and the Project and the designation of the Area as a redevelopment project area under the Act on June 14, 1994; and

WHEREAS, Due notice of such Hearing was given pursuant to Section 11-74.4-6 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on April 28, 1994, by publication in the *Chicago Sun-Times* on May 20, 1994 and June 2, 1994, and by certified mail to taxpayers within the Area on June 2, 1994; and

WHEREAS, A meeting of the Joint Review Board on the Plan and Project and on the designation of the Area was convened upon the provision of due notice on May 10, 1994 at 10:00 A.M., concerning the approval of the Plan and Project and designation of the Area; and

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

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

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the Area to determine whether the Area includes only those contiguous parcels of real property and improvements thereon which would be substantially benefited by the Project improvements; now, therefore,

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

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

(a) The Area is described in Exhibit A attached hereto and incorporate herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

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

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

(d) The Plan and Project include land uses that have been approved by the planning commission of the Municipality.

(e) As set forth in the Plan, the estimated date of completion of the Project is December 31, 1995 and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is July 1, 2017.

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

(g) The Area includes only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the Project improvements included in the Area.

SECTION 2. Exhibits Incorporated by Reference. A certified copy of the resolution of the Commission, and the Plan and Project which were the subject matter of the Hearing held June 14, 1994, are hereby adopted and approved. Copies of the resolution and of the Plan and Project are set forth in Exhibit D and Exhibit E, respectively, and are attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provisions of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

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

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

[Exhibit "C" referred to in this ordinance printed on page 54060 of this Journal.]

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

Exhibit "A".

Legal Description Of The 43rd And Damen Redevelopment Project Area.

That part of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the east line of the northwest quarter of said Section 6, said point being the northeasterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence southerly along said east line of the northwest quarter and along the east line of the southwest quarter of said Section 6 to the south line of West 43rd Street; thence easterly along said south line of West 43rd Street to the westerly line of the Stockyards Industrial-Commercial Redevelopment Project Area pursuant to the ordinance passed by the City Council of the City of Chicago on March 8, 1989, said point being 130 feet, more or less, west of the west line of South Wolcott Avenue; thence southerly and

southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to an intersection with the centerline of vacated West 44th Street, said point being 176.27 feet west of the west line of South Wolcott Avenue; thence easterly along said centerline of vacated West 44th Street, 26.27 feet to the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area; thence southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to the east line of South Damen Avenue; thence due west to the east line of the southwest quarter of said Section 6; thence northerly along the east line of said southwest quarter to the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014 on the official Cook County Tax Map; thence southwesterly along the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the most southerly corner of said parcel of land; thence northerly along the westerly line of said parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the south line of the parcel of land identified by Permanent Index Number 20-06-301-010 on the official Cook County Tax Map; thence westerly along said last described south line to the west line of said parcel of land identified by Permanent Index Number 20-06-301-010; thence northerly along said last described west line, being also the track right-of-way line, to the northwest corner of said parcel of land identified by Permanent Index Number 20-06-301-010; thence westerly parallel with the south line of West 43rd Street, 100 feet; thence northerly parallel with the west line of the parcel of land identified by Permanent Index Number 20-06-301-009 on the official Cook County Tax Map, 250 feet to the south line of West 43rd Street; thence westerly along said south line of West 43rd Street to a point 120 feet west of the intersection of said south line of West 43rd Street with the easterly right-of-way line of the Chicago River and Industrial Railroad Company mainline; thence due north to the north line of West 43rd Street; thence easterly along said north line of West 43rd Street to the west line of the east half of the northwest quarter of said Section 6; thence northerly along said last described west line to the northwesterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 660 feet, more or less, to an angle point in said line; thence northerly along the line of said parcel of land identified by Permanent Index Number 20-06-100-098, 28 feet, more or less, to an angle point of said line; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 655 feet, more or less, to the point of beginning, all in the City of Chicago, Cook County, Illinois.

(Reference is made to the official Cook County Tax Map dated January 1, 1993).

Property Index Numbers (P.I.N.'s) Falling Within The 43rd And Damen Redevelopment Project Area.

20-06-100-038	20-06-301-010
20-06-100-081	20-06-301-014
20-06-100-083	20-06-301-015 (6002)
20-06-100-090	20-06-400-003
20-06-100-091	20-06-400-005
20-06-100-092	20-06-400-006
20-06-100-097	20-06-400-009
20-06-100-098	20-06-400-010
20-06-301-004	20-06-400-011
20-06-301-005	20-06-400-017
20-06-301-007	20-06-400-022
20-06-301-009	20-06-400-023

Exhibit "B".

43rd And Damen Redevelopment Project Area.

General Boundaries.

The Area is generally bounded by:

on the north a distance of approximately 625 feet north of the north right-of-way line of West 43rd Street; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the eastern

border of the Stockyards Industrial-Commercial Redevelopment Project Area; thence south to the south right-of-way line of West 43rd Street; thence east along West 43rd Street to approximately 130 feet west of the west right-of-way line of South Wolcott Avenue; thence southwest along the Chicago River and Industrial Company right-of-way to the west right-of-way line of South Damen Avenue; thence north approximately 110 feet; thence southwest approximately 200 feet; thence north to a point approximately 250 feet south of the south right-of-way line of West 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of West 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of West 43rd Street to the point of beginning.

Exhibit "D".

State of Illinois)
)SS:
County of Cook)

Certificate.

I, Mari Morin-Taylor, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a Regular Meeting held on the 14th day of June, 1994, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 14th day of June, 1994.

(Signed) Mari Morin-Taylor/L.G.H.
Assistant Secretary

Community Development Commission
City Of Chicago

Resolution No. 94-CDC-34
Approve An Eligibility Report

And

Recommend That The City Council Of The City Of Chicago
Approve A Redevelopment Plan And Project

And

Designate The 43rd And Damen Redevelopment Project Area

And

Adopt Tax Increment Allocation Financing For The 43rd And Damen Redevelopment Project Area.

Whereas, Section 2-124-020 of the Municipal Code (the "Code") of the City of Chicago (the "City") established the Community Development Commission, (the "Commission"); and

Whereas, Under Section 2-124-030(c) of the Code and Section 11-74.4-4(k) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), the Commission has the power to hold public hearings and make recommendations to the City Council of the City (the "Corporate Authorities") concerning the adoption pursuant to the Act of redevelopment plans, redevelopment projects and the designation of redevelopment project areas (as those terms are defined in Section 11-74.4-3 of the Act); and

Whereas, Pursuant to Section 2-124-030(a) of the Code and Section 11-74.4-4(k) of the Act, the Commission may recommend to the Corporate Authorities that the City, among other things, borrow money from any source, public or private, for or in aid of any other purposes of a redevelopment project or plan, issue to defray redevelopment project costs, bonds or other obligations secured by income and revenues received with respect to the redevelopment project, raise revenue by the adoption of taxes and establishment of special tax districts and undertake the activities specified in Sections 11-74.4(b) -- (j) and (l) -- (m) of the Act; and

Whereas, The staff of the City's Department of Planning and Development (the "Department") has conducted an investigation of the proposed 43rd and Damen area (the "Area") in order to determine the eligibility of the Area as a redevelopment project area within the meaning of the Act and in

connection therewith has caused to be prepared a report with respect thereto (the "Eligibility Report"); and

Whereas, The Department has caused to be prepared the 43rd and Damen Tax Increment Financing Redevelopment Plan and Project with respect to the Area (the "Redevelopment Plan and Project'); and

Whereas, A meeting of the joint review board of the City (the "Board") on the proposed Redevelopment Plan and Project for the Area and on the designation of the Project Area was convened by the City on May 10, 1994 at 10:00 A.M., local time, in the offices of the Department, Room 1003A, Tenth Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, concerning eligibility for the expansion of the Area and recommendation of the use of tax increment financing within the Area; and

Whereas, In accordance with the Act, the Commission held a public hearing on June 14, 1994 at 2:00 P.M., local time, in City Council Chambers, Second Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, at which time interested persons and affected taxing districts were permitted to file with the Department and the Office of the City Clerk written objections to any issues related to the Redevelopment Plan and Project and to be heard orally with respect to the Redevelopment Plan and Project, and use of tax increment financing monies within the Area and all other issues embodied in the notice of such hearing (the "Hearing"); and

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

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

Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, concerning the subject matter of the Hearing, prior to the date of the Hearing; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago that:

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

Section 2. The Commission approved the Eligibility Report.

Section 3. The Commission further finds that (1) the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan and Project; (2) the Redevelopment Plan and Project conforms to the comprehensive plan for the development of the City as a whole and includes land uses that have been approved by the Plan Commission of the City; (3) as set forth in the Redevelopment Plan and Project and at the Hearing, the estimated date of completion of the Redevelopment Project and the retirement of all obligations incurred to finance redevelopment project costs as detailed in the Redevelopment Plan and Project will be on or before a date twenty-three years from the adoption of the ordinance designating the Redevelopment Project Area; (4) the Area would not reasonably be developed without the use of incremental revenues and that such revenues will be exclusively used for the development of the Area; (5) there exist conditions which cause the Area to be described as a blighted area within the meaning of the Act; and (6) the parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon, which will be substantially benefited by the Redevelopment Plan and Project improvements, are included in the Area.

Section 4. The Commission recommends that the City Council of the City designate by ordinance the Area as a "redevelopment project area" pursuant to the Act.

Section 5. The Commission recommends that the City Council of the City approve the Redevelopment Plan and Project.

Section 6. The Commission recommends designation of Tax Increment Allocation Financing within the aforementioned Area.

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

Section 8. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section, paragraph,

clause or provision shall not affect any of the other provisions of this resolution.

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

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

Adopted: June 14, 1994.

State of Illinois)
) SS:
County of Cook)

Certificate.

I, Mari Morin-Taylor, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a Regular Meeting held on the 14th day of June, 1994, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 14th day of June, 1994.

(Signed) Mari Morin-Taylor/L.G.H.
Assistant Secretary

Community Development Commission
City Of Chicago.

Resolution No. 94-CDC-35 Approval To Advertise An Intention To Negotiate A Redevelopment Agreement With Farley Foods, U.S.A. And A Limited Liability Company To Be Formed Whose Owners Are Officers Of Farley For The Redevelopment Of Properties Within The 43rd And Damen Redevelopment Project Area And The Use Of Tax Increment Financing In The 43rd And Damen Tax Increment Financing District Redevelopment Project Area And Approval To Request Alternative Proposals For The Properties.

Whereas, The Community Development Commission has approved the 43rd and Damen Tax Increment Redevelopment Project Area, the Redevelopment Plan and Project, and the Use of Tax Increment Financing within such Redevelopment Project Area; and

Whereas, The proposed Tax Increment Financing boundaries are generally described as bound on the north a distance of approximately 625 feet north of the north right-of-way line of 43rd Street; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the eastern border of the Stockyards Industrial and Commercial Redevelopment Project Area; thence south to the south right-of-way line of 43rd Street, thence east along 43rd Street to approximately 130 feet west of the west right-of-way line of Wolcott Avenue; thence southwest along the Chicago River and Industrial Company right-of-way to the west right-of-way line of Damen Avenue then north approximately 110 feet; thence southwest approximately 200 feet then north to a point approximately 250 feet south of the south right-of-way line of 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of 43rd Street, to the point of beginning; and

Whereas, The staff of the Department of Planning and Development proposes to advertise its intention to negotiate a Redevelopment Agreement with Farley Foods, U.S.A. and a limited liability company to be formed whose owners are officers of Farley for the purchase of five warehouse buildings in the 43rd and Damen Redevelopment Project Area; and

Whereas, In compliance with the provisions of the Act, the staff of the Commission will duly advertise in the *Chicago Sun-Times* an intention to

negotiate a Redevelopment Agreement with Farley Foods, U.S.A. and a limited liability company to be formed whose owners are officers of Farley and an invitation for alternate proposals to be considered by the Commission, such advertisement to be in the form of (Sub)Exhibit A attached hereto; and

Whereas, Final selection of a developer and authority to execute a Redevelopment Agreement will be subject to the approval of the City of Chicago City Council; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. Authorization is hereby given to advertise the Department of Planning and Development's intention to negotiate a Redevelopment Agreement with Farley Foods, U.S.A. and a limited liability company to be formed whose owners are officers of Farley and to request alternative proposals for industrial redevelopment and the use of tax increment finance funds; and

Section 2. If no responsive alternate proposals are received by the submission deadline, which is 14 days after the publication of the public notice, then the Commission concurs in the selection of Farley Foods, U.S.A. and a limited liability company to be formed whose owners are officers of Farley as the designated developer; and

Section 3. The chairman of the Commission is authorized to transmit a certified copy of this resolution to the City Council of the City of Chicago and request said body's approval of this resolution.

Adopted: June 14, 1994

(Sub)Exhibit "A" referred to in this Resolution No. 94-CDC-35 reads as follows:

(Sub)Exhibit "A".
(To Resolution No. 94-CDC-35 To Approve Redevelopment Plan And Project.)

Public Notice.

Public Notice is hereby given the City of Chicago, through its agents, the Community Development Commission, and the Department of Planning and

Development, intends to negotiate a Redevelopment Agreement with Farley Foods, U.S.A. and a limited liability company to be formed whose owners are officers of Farley pursuant to which the City of Chicago would provide financial assistance, including tax increment financing revenues and general obligation bond proceeds, for the industrial redevelopment within the proposed 43rd and Damen Tax Increment Finance District Redevelopment Project Area.

The Area is generally bounded by:

on the north a distance of approximately 625 feet north of the north right-of-way line of 43rd Street; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the eastern border of the Stockyards Industrial-Commercial Redevelopment Project Area; thence south to the south right-of-way line of 43rd Street; thence east along 43rd Street to approximately 130 feet west of the west right-of-way line of Wolcott Avenue; thence southwest along the Chicago River and Industrial Company right-of-way to the west right-of-way line of Damen Avenue; thence north approximately 110 feet; thence southwest approximately 200 feet; thence north to a point approximately 250 feet south of the south right-of-way line of 43rd Street; thence west approximately 100 feet; thence north 250 feet to the south right-of-way line of 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of 43rd Street to the point of beginning.

The Area is legally described in Exhibit 1 attached hereto and made a part hereof.

The Department of Planning and Development hereby invites alternative proposals for consideration by the Community Development Commission.

The land subject to this advertisement is to be redeveloped for industrial use. The document entitled "43rd and Damen Tax Increment Redevelopment Project Plan and Project" (the "Plan") which constitutes the Redevelopment Plan for the subject area is available for inspection and review at the office of the City Clerk, Room 107, First Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois and the Department of Planning and Development, Room 1000, Tenth Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois, contact Cynthia Hall, Monday through Friday, between the hours of 8:30 A.M. and 4:30 P.M..

The City of Chicago reserves the right to reject any and all proposals and to waive any informalities in any proposal. Offerors must be financially and otherwise qualified to complete the proposed development. Proposals will be received at the Department of Planning and Development, Room 1000, Tenth Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, until July 1, 1994, at 2:00 P.M., local time, at which time all proposals will

be opened and read. It is the responsibility of the offeror to insure that his or her proposal is received by the Department of Planning and Development on or before the designated time.

Elvin Charity, Chairman
Community Development Commission

[Exhibit 1 (which constitutes Exhibit "A" to the ordinance) referred to in this Public Notice printed on pages 54069 through 54071 of this Journal.]

Exhibit "E".

43rd And Damen
Tax Increment Redevelopment
Plan And Project.

1.

Introduction.

This document presents the recommended Tax Increment Redevelopment Plan and Project for the 43rd and Damen industrial area located in the Stockyards Industrial Corridor on Chicago's south side. The plan and project respond to problem conditions including the presence of numerous blighting factors, and a lack of private investment within the study area, and reflect the commitment by the City of Chicago to improve and revitalize the Redevelopment Project Area. Private development and investment in the area cannot be reasonably anticipated to occur without the leadership and assistance of the City, including the adoption of this Redevelopment Plan and Project, and the use of tax increment financing.

Tax Increment Financing.

In adopting the Tax Increment Allocation Redevelopment Act, the Illinois State Legislature found that

". . . there exist in many municipalities within this State blighted, conservation and industrial park conservation areas; that the

conservation areas are rapidly deteriorating and declining and may soon become blighted areas if their decline is not checked . . . It is hereby found and declared that in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken . . . The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas is hereby declared to be essential to the public interest".

In order to use the tax increment financing technique, a municipality must first establish that the proposed redevelopment project area meets the statutory criteria for designation as a "blighted area", a "conservation area" or an "industrial conservation area". A redevelopment plan must then be prepared which describes the development or redevelopment program intended to be undertaken to reduce or eliminate those conditions which qualified the redevelopment project area as a "blighted area", "conservation area", or combination thereof, or "industrial conservation area", and thereby enhance the tax bases of the taxing districts which extend into the redevelopment project area. Redevelopment projects are defined as any public or private development projects undertaken in furtherance of the objectives of the redevelopment plan.

The legislation requires that each redevelopment plan set forth in writing the program which will be undertaken to accomplish the municipality's redevelopment objectives. The Act also states that:

"No redevelopment plan shall be adopted unless . . . . (1) The municipality finds that the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan, (2) The municipality finds that the redevelopment plan and project conforms to the comprehensive plan for the development of the municipality as a whole, or for municipalities with a population of 100,000 or more, regardless of when the redevelopment plan and project was adopted, the redevelopment plan and project either: (i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authority of the municipality, or (ii) includes land uses that have been approved by the planning commission of the municipality, (3) The redevelopment plan establishes the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs. Those dates shall not be more than 23 years from the adoption of the ordinance approving the redevelopment project area, if the ordinance was adopted on or after January 15, 1981, and not more than 35 years if the ordinance was adopted before January 15, 1981 or if the municipality is subject to the Local Government Financial Planning and Supervision Act . . ., (4) The municipality finds, in the case

of an industrial park conservation area, also that the municipality is a labor surplus municipality and that the implementation of the redevelopment plan will reduce unemployment, create new jobs and by the provision of new facilities enhance the tax base of the taxing districts that extend into the redevelopment project area, (5) If any incremental revenues are being utilized under Section 8(a)(1) or 8(a)(2) of this Act in redevelopment project areas approved by ordinance after January 1, 1986, the municipality finds (a) that the redevelopment project area would not reasonably be developed without the use of such incremental revenues, and (b) that such incremental revenues will be exclusively utilized for the development of the redevelopment project area".

Pursuant to the provisions contained in the Act, the City of Chicago has authorized an evaluation of whether a portion of the 43rd and Damen industrial area qualifies for designation as a "blighted area" and, if the area so qualifies, the preparation of a redevelopment plan for the redevelopment project area in accordance with the requirements of the Act.

The 43rd And Damen Redevelopment Project Area.

The 43rd and Damen Redevelopment Project Area is located within the Stockyards Industrial Corridor on Chicago's south side. The Redevelopment Project Area is generally bounded by the east line of the east half of the northwest quarter of Section 6-38-14; thence east along the south right-of-way line of West 43rd Street to a point approximately 130 feet west of the west right-of-way line of South Wolcott Avenue; thence generally southwest along the Chicago River and Industrial Railroad Company right-of-way to the east right-of-way line of South Damen Avenue; thence west to the west right-of-way line of South Damen Avenue; thence north approximately 110 feet; thence southwest along the southeastern property line of Tax Parcel 20-06-301-014; thence generally north along the western property line of said parcel, continuing north along the western property line of Tax Parcel 20-06-301-010 to a point approximately 250 feet south of the south right-of-way line of West 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of West 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of West 43rd Street; thence east to the west line of the east half of the northwest quarter of Section 6-38-14; thence north a distance of approximately 625 feet; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the east line of the east half of the northwest quarter of Section 6-38-14; thence south to the point of beginning. The 43rd and Damen Redevelopment Project Area is approximately 35.96 acres in size and is bordered on the east by the Stockyards Tax Increment Financing District which was established in 1989.

The 43rd and Damen Redevelopment Project Area has not been subject to growth and development by private enterprise. An analysis of conditions within the redevelopment project area indicates that it is appropriate for designation as a redevelopment project in accordance with the State of Illinois tax increment financing legislation.

The analysis disclosed that the area was originally developed without the benefit or guidance of overall community planning, and that the area does not meet basic standards and guidelines for contemporary development. As a result of these and other factors, the area is characterized by conditions that warrant the designation of the entire area as a "blighted area" under the definitions set forth in the Tax Increment Allocation Redevelopment Act of the State of Illinois (hereinafter referred to as the "Act").

The 43rd and Damen Redevelopment Plan and Project have been formulated in accordance with the provisions of the Act. This document is a guide to all proposed public and private actions in the Redevelopment Project Area.

2.

Redevelopment Project Area Description.

The 43rd and Damen Redevelopment Project Area is generally bounded by the east line of the east half of the northwest quarter of Section 6-38-14; thence east along the south right-of-way line of West 43rd Street to a point approximately 130 feet west of the west right-of-way line of South Wolcott Avenue; thence generally southwest along the Chicago River and Industrial Railroad Company right-of-way to the east right-of-way line of South Damen Avenue; thence west of the west right-of-way line of South Damen Avenue; thence north approximately 110 feet; thence southwest along the southeasterly property line of Tax Parcel 20-06-301-014; thence generally north along the western property line of said parcel, continuing north along the western property line of Tax Parcel 20-06-301-010 to a point approximately 250 feet south of the south right-of-way line of West 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of West 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of West 43rd Street; thence east to the west line of the east half of the northwest quarter of Section 6-38-14; thence north a distance of approximately 625 feet; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the east line of the east half of the northwest quarter of Section 6-38-14; thence south to the point of beginning. The boundaries of the Redevelopment Project Area are shown in Figure 1. The Redevelopment Project Area is approximately 35.96 acres in size.

A legal description of the Redevelopment Project Area is included as Appendix A of this document. The proposed Redevelopment Project Area includes only contiguous parcels, qualifies for designation as a "blighted area" and is not less that 1½ acres in aggregate as required by the Act. The proposed Redevelopment Project Area includes only that which is anticipated to be substantially benefited by the proposed redevelopment project improvements.

The 43rd and Damen Redevelopment Project Area is located in the Stockyards Industrial Corridor. The Redevelopment Project Area presently consists of 24 parcels of vacant and improved industrial property under multiple ownerships. Five tax parcels in the study area are railroad property. A review of City zoning and base maps indicates that this area once contained many rail spurs which no longer exist.

The predominant land use in the Redevelopment Project Area is warehouse and distribution. Other industrial uses surround the Redevelopment Project Area. The present land use distribution is shown in Figure 2.

The Redevelopment Project Area is presently zoned as an M2-3 General Manufacturing District east of South Damen Avenue and as an M3-5 Heavy Manufacturing District west of South Damen Avenue (Figure 3).

The Dry Storage Corporation is the largest property owner in the Redevelopment Project Area. Dry Storage holdings include approximately 620,000 square feet of warehouse space divided among six buildings on slightly less than 18 acres of land.

Truck access to the Redevelopment Project Area is provided via West 43rd Street. South Damen Avenue is elevated through the Redevelopment Project Area and does not provide direct truck access. Pedestrian access is provided by two stairways from South Damen Avenue to West 43rd Street below. West 43rd Street is paved, however, other public and private rights-of-way serving the study area exist as unimproved dirt and gravel roadways.

The area was developed in two major waves. The earliest buildings were built in the early 1900s and include two large multi-story warehouses and two smaller industrial buildings. These buildings are located in the southeast quadrant of the study area and were designed to take advantage of the numerous rail spurs and served the area. The remaining buildings in the study area were built between 1962 and 1974. It was during this period that the area assumed its current identity as a strong warehouse and distribution district.

3.

Eligibility Of The Project Area For Designation As A Blighted Area.

The 43rd and Damen Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Based on the conditions present, the Area is not likely to be developed without the adoption of the redevelopment plan.

In February, 1994, a study was undertaken to establish whether the proposed redevelopment project area is eligible for designation as a blighted area in accordance with the requirements of the "Real Property Tax Increment Allocation Development Act". This analysis concluded that the area qualifies as a blighted area.

Of the 14 factors cited in the Act, 8 factors are present within the 43rd and Damen Redevelopment Project Area. Five are required in order for the area to be designated as blighted. The following blighting factors were found to be present within the Redevelopment Project Area:

-- Age

-- Deleterious land use or layout

-- Depreciation of physical maintenance

-- Deterioration

-- Excessive land coverage

-- Inadequate utilities

-- Lack of community planning

-- Obsolescence

Several unused railroad parcels were also found to be present in the study area.

The specific basis upon which eligibility for designation as a blighted area was established is presented in the 43rd and Damen Tax Increment Redevelopment Project Eligibility Report.

4.

Community Planning Objectives/Redevelopment Plan Goals And Objectives.

The proposed 43rd and Damen Redevelopment Plan and Project are consistent with the City of Chicago's Industrial development policies articulated in the City's "Corridors Of Industrial Opportunity: A Plan For Industry In Chicago's West Side" and companion documents prepared for Chicago's north and south sides. As stated in these industrial policy documents:

"The creation and preservation of jobs for Chicago residents is a major economic development goal of the City. . . In support of its job creation goal, the City's Industrial land use policy seeks to provide opportunities for synergy between related industrial activities, to minimize the conflicts between industrial and other land uses, and to maximize the benefits of public investment in capital programming and related industrial investment."

The adopted industrial land use policy is supported by a nine point implementation strategy:

1. Adopt an industrial land use plan which designates viable and well defined industrial corridors.

2. Maintain the industrial integrity of the corridor by requiring that proposals for non-industrial development and proposals for rezoning to non-industrial districts be approved as planned developments.

3. Continue the selective use of the Planned Manufacturing District mechanism as a tool for assuring stability of land use in the City's industrial areas.

4. Amend the provisions of the Chicago Zoning Ordinance applicable to the manufacturing zoning districts for a classification of uses and associated development standards which are congruent with the needs of modern industrial development.

5. Rezone the non-industrial zoned properties within the corridor and, as necessary, existing industrially zoned properties consistent with the appropriate modified M-zoning category.

6. Give priority consideration to the operational needs of existing industrial uses when reviewing the rezoning of industrial property outside of industrial corridors.

7. Establish an interdepartmental program to identify and regularly update the infrastructure needs of industry throughout the City.

8. Feature the industrial park opportunities identified in the land use plan to Citywide programs to attract, expand and retain industry, identify land in industrial corridors for industrial park development and create programs to assist the private sector in the development of these sites.

9. Identify rail access development areas and foster a closer relationship between the railroads and the City to enhance the development and marketing of rail properties and services.

The 43rd and Damen Redevelopment Plan and Project will enhance the City's ability to achieve its goals. The Proposed Redevelopment Plan and Project is consistent with adopted industrial development policies because it maintains the industrial integrity of the corridor and will facilitate industrial expansion elsewhere in the City.

Redevelopment Plan Goals And Objectives.

The overall goal of the 43rd and Damen Redevelopment Plan is to stimulate private industrial investment in the area in order to enhance property values and attract and retain industrial users who will provide jobs and enhance Chicago's industrial property tax base. The City's goals and objectives of encouraging development and private investment will be realized by:

-- Achieving significant new industrial growth in a declining area.

-- Undertaking necessary site development to meet the needs of identified new industrial users.

-- Implementing a plan that addresses the redevelopment costs of land acquisition, site improvements, and other activities that may be necessary to encourage industrial growth of the Redevelopment Project Area.

-- Improving public facilities that may include, but are not limited to, roadway improvements.

-- Entering into redevelopment agreements and by exercising other powers set forth in the Act as the City of Chicago deems necessary in order to implement the 43rd and Damen Redevelopment Plan and Project.

5.

Redevelopment Plan.

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

1. Assembling sites for redevelopment through appropriate land assembly techniques. The City may determine that it is necessary to participate in property acquisition or may use other means to induce transfer of such property to a private developer. Land acquisition activities are intended to facilitate private investment and upgrading of existing building within the Redevelopment Project Area.

2. Providing public improvements and facilities which may include, but are not limited to surface right-of-way improvements.

3. Entering into redevelopment agreements for the rehabilitation or construction of private improvements in accordance with the Redevelopment Plan.

6.

Redevelopment Project Description.

The 43rd and Damen Redevelopment Project is intended to facilitate the expansion of the Farley Foods, U.S.A. warehouse facilities within the City of Chicago. This expansion will allow Farley to increase production at its Chicago plant, and thus employment. The project involves the acquisition and improvement of several large warehouse facilities within the Redevelopment Project Area.

In order to carry out the public improvements needed to stimulate private investment in the Redevelopment Project Area and industrial expansion in other areas of Chicago, some or all of the following activities and actions may be undertaken.

Development Strategies/Redevelopment Activities.

Site Assembly.

To achieve the renewal of the 43rd and Damen Redevelopment Project Area, property identified in Figure 1, may be acquired by purchase or long term lease and either sold or leased for private redevelopment or sold, leased or dedicated for construction of public improvements. The City may determine that to meet the objectives of this Redevelopment Plan, properties scheduled for acquisition in the plan may be exempted from acquisition without amendment of this Redevelopment Plan.

Provision Of Public Improvements And Facilities.

Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to roadway improvements such as viaduct pavement replacement. In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

Redevelopment Agreements.

Terms of conveyance for land acquired as part of this redevelopment project shall be incorporated in appropriate disposition agreements. Such agreements may contain more specific controls than those stated in this Redevelopment Plan.

7.

General Land Use Plan And Map.

This Redevelopment Plan and the proposed Redevelopment Project conform to the City of Chicago's adopted industrial land use policy.

The General Land Use Plan, Figure 4, identifies land uses expected to result from implementation of this plan. The major land use category included within the Redevelopment Project Area is industrial warehouse and distribution. The land use plan is intended to provide a guide for future land use improvements and developments within the Project Area.

The proposed 43rd and Damen Redevelopment Project envisions the consolidation and resubdivision of the property within the Redevelopment Project Area as needed to facilitate industrial use of the site.

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

8.

Design Controls And Criteria.

It is the intent of this Redevelopment Plan that the project area be used as a conveniently located warehouse and distribution district. The following design and development objectives should be used to guide new development and improvements within the Redevelopment Project Area, and apply equally to all areas included in the land use plan. These design objectives are consistent with the recommendations contained in the City of Chicago's "Corridors Of Industrial Opportunity: A Plan For Industry On Chicago's West Side".

-- Provide an adequate supply of appropriately located employee parking within the Redevelopment Project Area.

-- Facilitate the provision of off-street loading facilities that meet the needs of modern industrial users.

-- Ensure that new development complies with the Zoning Ordinance regulations within the Redevelopment Project Area.

-- Undertake roadway and traffic improvements as needed so that the property functions as a modern, well-integrated industrial area for industrial users who rely on modern distribution techniques.

9.

Redevelopment Plan And Project Financing.

Tax increment financing can only be used when desired private investment would not reasonably be expected to occur without public assistance. The enabling legislation allowing the use of tax increment financing in Illinois sets forth the range of public assistance that may be provided.

Eligible Project Costs.

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

1. Costs of studies and surveys, development plans and specifications, implementation and administration of the redevelopment including but not limited to staff and professional service costs including but not limited to architectural, engineering, legal, marketing, financial, planning or other special services;

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. Costs of rehabilitation, reconstruction, repair or remodeling of existing public and private buildings and fixtures;

4. Costs of the construction of public works or improvements;

5. Costs of job training and retraining projects;

6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

7. All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the Redevelopment Plan and Project,

to the extent the municipality, by written agreement, accepts and approves such costs;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment of relocation costs by State or Federal law;

9. Payment in lieu of taxes;

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts as provided in the Act;

11. Interest costs incurred by a developer related to the construction, renovation or rehabilitation as provided in the Act.

The cost of constructing new privately-owned buildings is not an eligible redevelopment project cost, unless specifically authorized by the Act.

Estimated Project Costs.

A range of activities and improvements will be required to implement this tax increment financing project. The proposed eligible activities and their costs are briefly described below and shown in Table 1.

Acquisition of property for sale or lease for private redevelopment including appropriate relocation costs.

Estimated Cost: $3,000,000

Construction of public improvements and facilities which may include, but are not limited to viaduct pavement replacement or other roadway improvements. These improvements are intended to improve access to the Redevelopment Project Area and stimulate private investment.

Estimated Cost: $40,000

Planning, legal, surveys, fees and other related development costs. This budget element provides for studies and survey costs for planning and implementation of the Project, including planning and legal fees, financial and special service costs.

Estimated Cost: $60,000

Contingencies pursuant to provisions of the Act

Estimated Cost: $100,000

The estimated gross eligible project cost is $3,200,000. The total project cost including public and private components is estimated at $11,000,000.

All project cost estimates are in 1994 dollars. Any bonds issued to finance portions of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves. Adjustments to estimated line items are expected and may be made without amendment to the Redevelopment Plan as long as the total project expenditures remain unchanged.

Table 1.

Eligible Redevelopment Project Costs.

Land Assembly	$3,000,000
Public Improvements and Facilities	40,000
Planning, Legal, Surveys and Related Development Costs	60,000
Contingencies	100,000
TOTAL:	$3,200,000

Sources Of Funds.

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property taxes. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the

Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

The City may issue general obligation bonds secured by the full faith and credit of the City for the purpose of financing redevelopment project costs. Such bonds may be payable from ad valorem taxes levied against all taxable property in the City of Chicago.

Development of the 43rd and Damen Redevelopment Project Area would not be reasonably expected to occur without the use of the incremental revenues provided by the Act. Redevelopment project costs include those eligible project costs set forth in the Act and not the full range of development costs associated with the proposed Redevelopment Project. The majority of development costs will be privately financed. Tax increment financing or other public sources will be used only to the extent needed to secure commitments for private redevelopment activity.

Nature And Term Of Obligations To Be Issued.

The City of Chicago may issue obligations secured by the tax increment special tax allocation fund established for the project area pursuant to the Act or such other funds or security as are available to the City by virtue of its powers pursuant to the Illinois State Constitution.

All tax increment financing obligations issued by the City of Chicago in order to implement this Redevelopment Plan and Project shall be retired within twenty-three (23) years from the adoptions of the ordinance approving the Redevelopment Project Area. The final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. We anticipate that the amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Redevelopment Plan and Act shall not exceed the amounts projected to be available from the tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance.

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

Most Recent Equalized Assessed Valuation.

As of the 1992 tax year, the total equalized assessed valuation for the Redevelopment Project Area is $5,450,274. The equalized assessed valuation for each of the parcels contained within the 43rd and Damen Redevelopment Project Area is presented in Table 2.

The initial equalized assessed valuation is subject to final determination and verification by the Cook County Assessor. After verification, the correct figure shall be certified by the County Clerk of Cook County, Illinois.

Table 2.

Initial Equalized Assessed Value Of Redevelopment Project Area.

Parcel	1992 Equalized Assessed Value
20-06-100-038	Railroad
20-06-100-081	$ 753,715
20-06-100-083	1,126,923
20-06-100-090	29,766
20-06-100-091	263,628
20-06-100-092	32,825
20-06-100-097	918,057
20-06-100-098	Railroad
20-06-301-004	33,272
20-06-301-005	114,846
20-06-301-007	98,391
20-06-301-009	338,011
20-06-301-010	577,869

Parcel	1992 Equalized Assessed Value
20-06-301-014	$ 75,869
20-06-301-015-6002	36,827
20-06-400-003	35,326
20-06-400-005	129,436
20-06-400-006	68,831
20-06-400-009	315,854
20-06-400-010	24,209
20-06-400-011	280,114
20-06-400-017	Railroad
20-06-400-022	196,505
20-06-400-023	Railroad
TOTAL:	$5,450,274

Anticipated Equalized Assessed Valuation.

Once the project has been completed and the property is fully assessed, the equalized assessed valuation of real property within the Redevelopment Project Area is estimated at $7,978,654. This estimate has been calculated assuming that the Redevelopment Project Area will be developed in accordance with the general land use plan described in Chapter 7 of this document.

The estimated equalized assessed valuation assumes that the assessed value of property within the study area will increase substantially as a result of planned acquisition and improvements involving several large warehouse buildings within the Redevelopment Project Area.

Calculation of the projected equalized assessed valuation is based on several other key assumptions, including: 1) redevelopment of the 43rd and Damen Redevelopment Area will occur in a timely manner; and 2) the application of a State Multiplier of 1.9953 to the projected assessed value of property

within the study area. The projected State Multiplier was calculated by averaging the State Multipliers for Cook County for the most recent five year periods (1988 through 1992).

Financial Impact On Taxing Districts.

Because the proposed Redevelopment Plan and Project involves acquisition and improvement of existing buildings, and not new construction, the financial impact of the Redevelopment Project is expected to be negligible. No increased demands for services from any taxing district affected by the Redevelopment Plan and Project are anticipated.

Although no short-term financial or service demand impacts are expected to result from adoption of this Redevelopment Plan and Project, it is hoped that additional private investment will be attracted to the area over the life of the Redevelopment Project. Since the specific nature of such investments cannot be determined at this time, the financial impacts on the various taxing jurisdictions or increased service demands resulting from such new development cannot be quantified. However, because of current zoning, the existing land use pattern, and the City's adopted industrial land use policy, any new development is likely to be industrial in nature. As a result, increased service demands are likely to be limited to utilities either provided by the City of Chicago or the Metropolitan Water Reclamation District of Greater Chicago. The City will monitor and assess the financial impact or increased service demands on affected taxing jurisdictions and develop specific plans to address any such impacts that may occur over the life of the Redevelopment Project.

Real estate tax revenues resulting from increases in the equalized assessed value over the above the certified initial equalized assessed value established with the adoption of this Redevelopment Plan and Project will be used to pay eligible redevelopment costs in the area. At the end of such period, the real estate tax revenues attributable to the increase in the equalized assessed value over the certified initial equalized assessed value will be distributed to all taxing districts levying property taxes against property located in the Redevelopment Project Area. Successful implementation of this Redevelopment Plan and Project is expected to result in new development and private investment on a scale sufficient to overcome blighted conditions and substantially improve the long-term economic value of the Area.

Completion Of The Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Project Costs.

This Redevelopment Project will be completed on or before a date twenty-three (23) years from the adoption of the ordinance designating the Redevelopment Project Area. The City of Chicago expects that the

Redevelopment Project will be completed sooner than the maximum time limit set by the Act.

10.

Provisions For Amending The Plan.

This 43rd and Damen Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Tax Increment Allocation Redevelopment Act.

11.

City Of Chicago Commitment To Fair Employment Practices and Affirmative Action.

As part of any redevelopment agreement entered into by the City and the private developer, both will agree to establish and implement an affirmative action program that serves appropriate sectors of the City of Chicago.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and educational opportunities.

Anyone involved with employment or contracting activities for this Redevelopment Project will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations.

The City and the private developers involved in the implementation of this Redevelopment Project will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level of the project being undertaken in the Redevelopment Project Area. Any public/private partnership established for the development project in the Redevelopment Project Area will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which employers are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to

maintain such a working environment, with specific attention to minority and/or female individuals. The partnership will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

Underlying this policy is the recognition that successful affirmative action programs are important to the continued growth and vitality of the City of Chicago.

[Figures 1, 2, 3 and 4 referred to in this 43rd and Damen Tax Increment Redevelopment Plan and Project printed on pages 54056 through 54059 of this Journal.]

Appendix "A" referred to in this 43rd and Damen Tax Increment Redevelopment Plan and Project reads as follows:

Appendix "A".

Legal Description Of The 43rd And Damen Redevelopment Project Area.

That part of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at a point on the east line of the northwest quarter of said Section 6, said point being the northeasterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 of the Official Cook County Tax Map; thence southerly along said east line of the northwest quarter and along the east line of the southwest quarter of said Section 6 to the south line of West 43rd Street; thence easterly along said south line of West 43rd Street to the westerly line of the Stockyards Industrial-Commercial Redevelopment Project Area pursuant to the ordinance passed by the City Council of the City of Chicago on March 8, 1989, said point being 130 feet, more or less, west of the west line of South Wolcott Avenue; thence southerly and southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to an intersection with the center line of vacated West 44th Street, said point being 176.27 feet west of the west line of South

Wolcott Avenue; thence easterly along said center line of vacated West 44th Street, 26.27 feet to the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, thence southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to the east line of South Damen Avenue; thence due west to the east line of the southwest quarter of said Section 6; thence northerly along the east line of said southwest quarter to the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014 on the Official Cook County Tax Map; thence southwesterly along the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the most southerly corner of said parcel of land; thence northerly along the westerly line of said parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the south line of the parcel of land identified by Permanent Index Number 20-06-301-010 on the Official Cook County Tax Map; thence westerly along said last described south line to the west line of said parcel of land identified by Permanent Index Number 20-06-301-010; thence northerly along said last described west line, being also the track right-of-way line, to the northwest corner of said parcel of land identified by Permanent Index Number 20-06-301-010; thence westerly parallel with the south line of West 43rd Street, 100 feet; thence northerly parallel with the west line of the parcel of land identified by Permanent Index Number 20-06-301-009 on the Official Cook County Tax Map, 250 feet to the south line of West 43rd Street; thence westerly along said south line of West 43rd Street to a point 120 feet west of the intersection of said south line of West 43rd Street, with the easterly right-of-way line of the Chicago River and Industrial Railroad Company mainline; thence due north to the north line of West 43rd Street; thence easterly along said north line of West 43rd Street to the west line of the east half of the northwest quarter of said Section 6; thence northerly along said last described west line to the northwesterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the Official Cook County Tax Map; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 660 feet, more or less, to an angle point in said line; thence northerly along the line of said parcel of land identified by Permanent Index Number 20-06-100-098, 28 feet, more or less, to an angle point in said line; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 655 feet, more or less, to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Figure 1.
(To 43rd And Damen Tax Increment
Redevelopment Plan And Project)

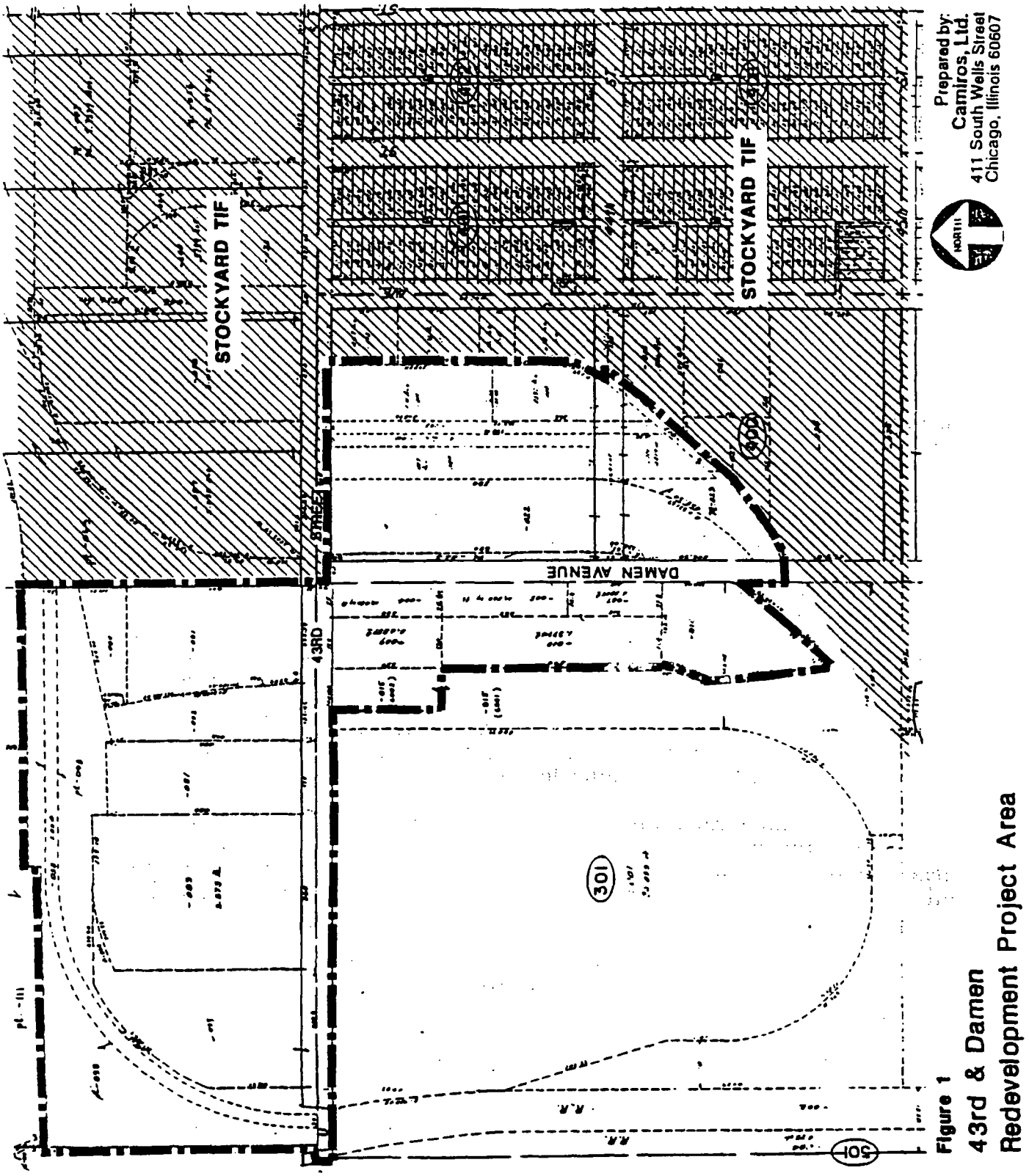


Figure 2.
(To 43rd And Damen Tax Increment Redevelopment Plan And Project)

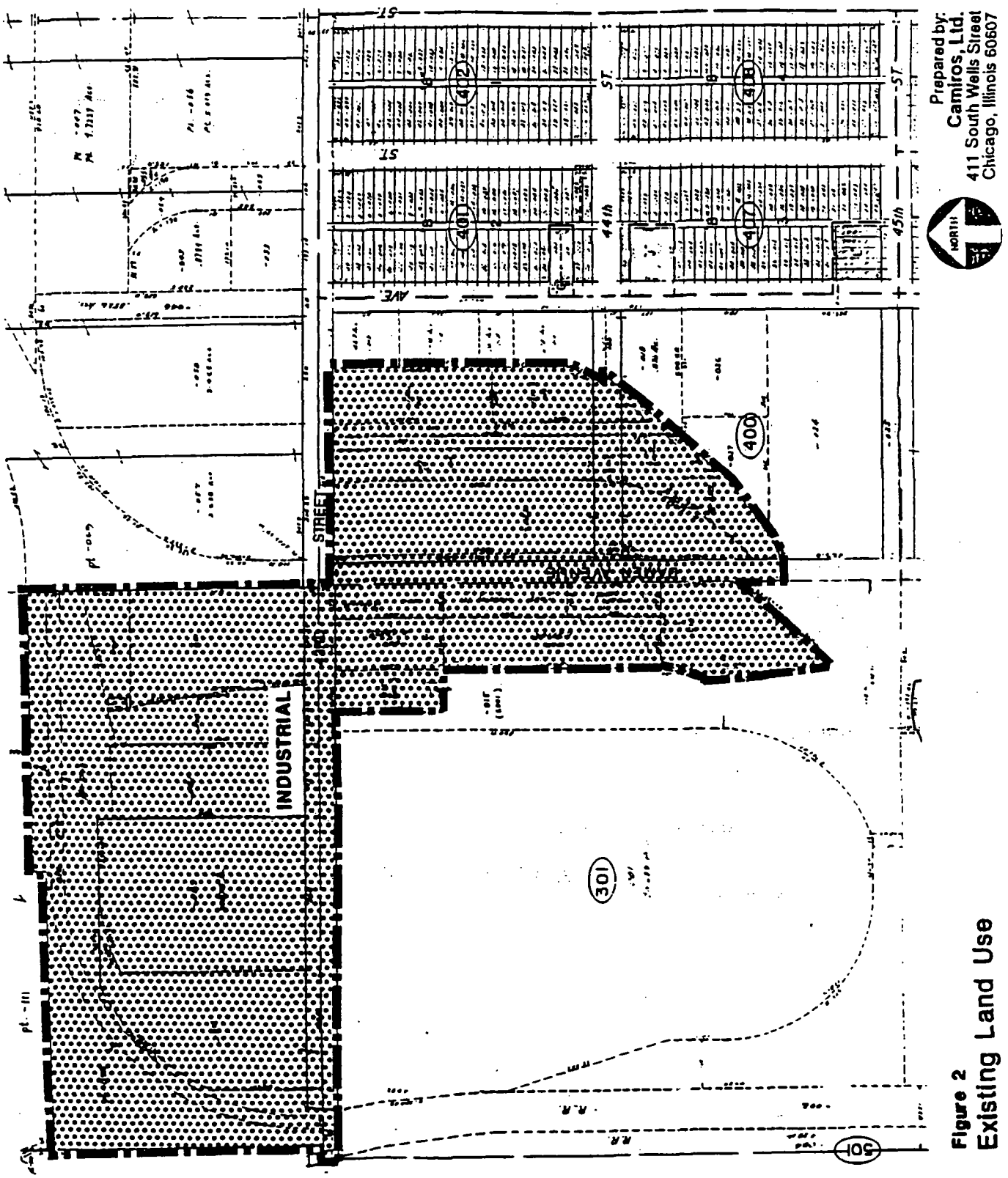


Figure 3.
(To 43rd And Damen Tax Increment
Redevelopment Plan And Project)

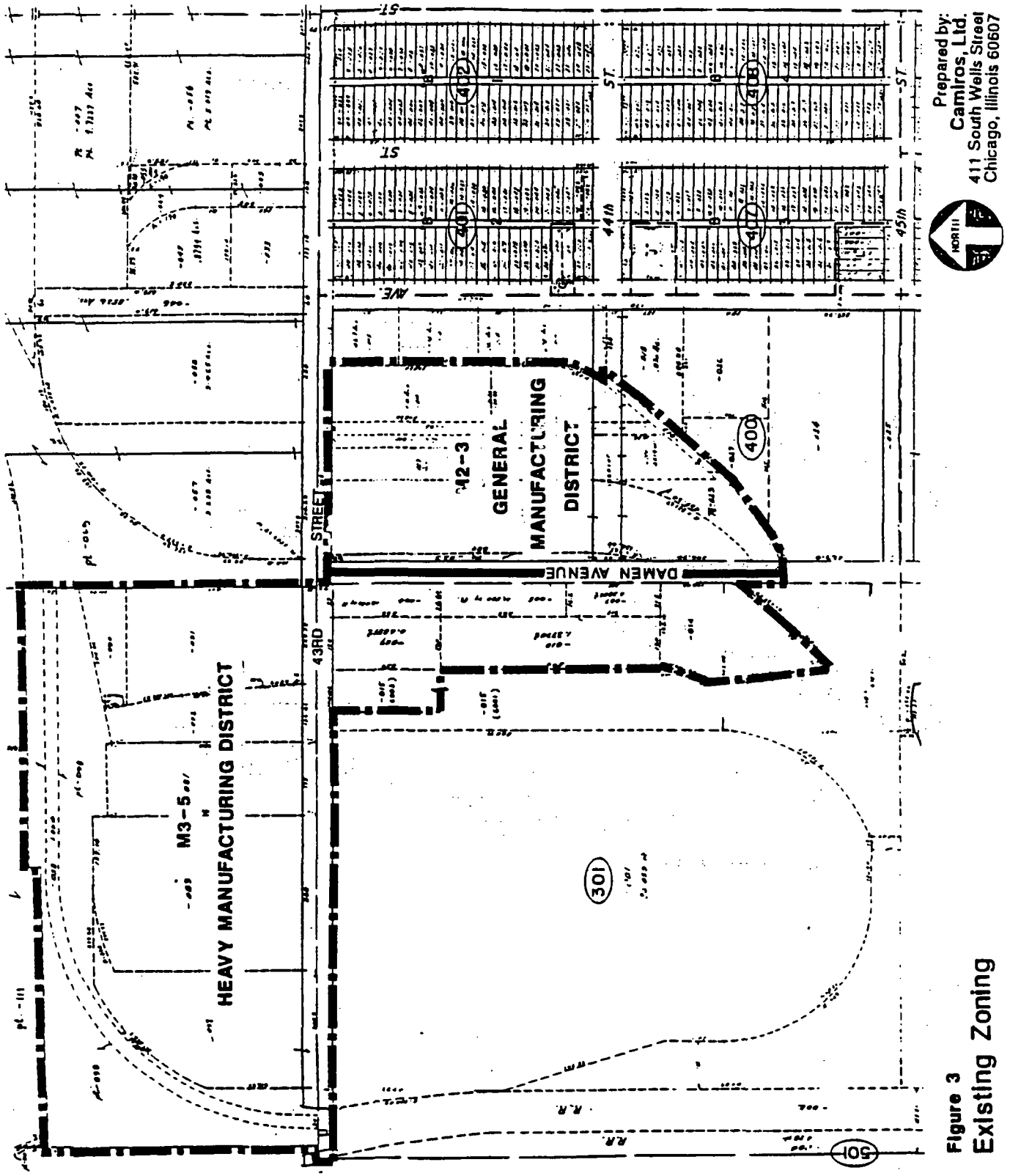


Figure 4.
(To 43rd And Damen Tax Increment
Redevelopment Plan And Project)

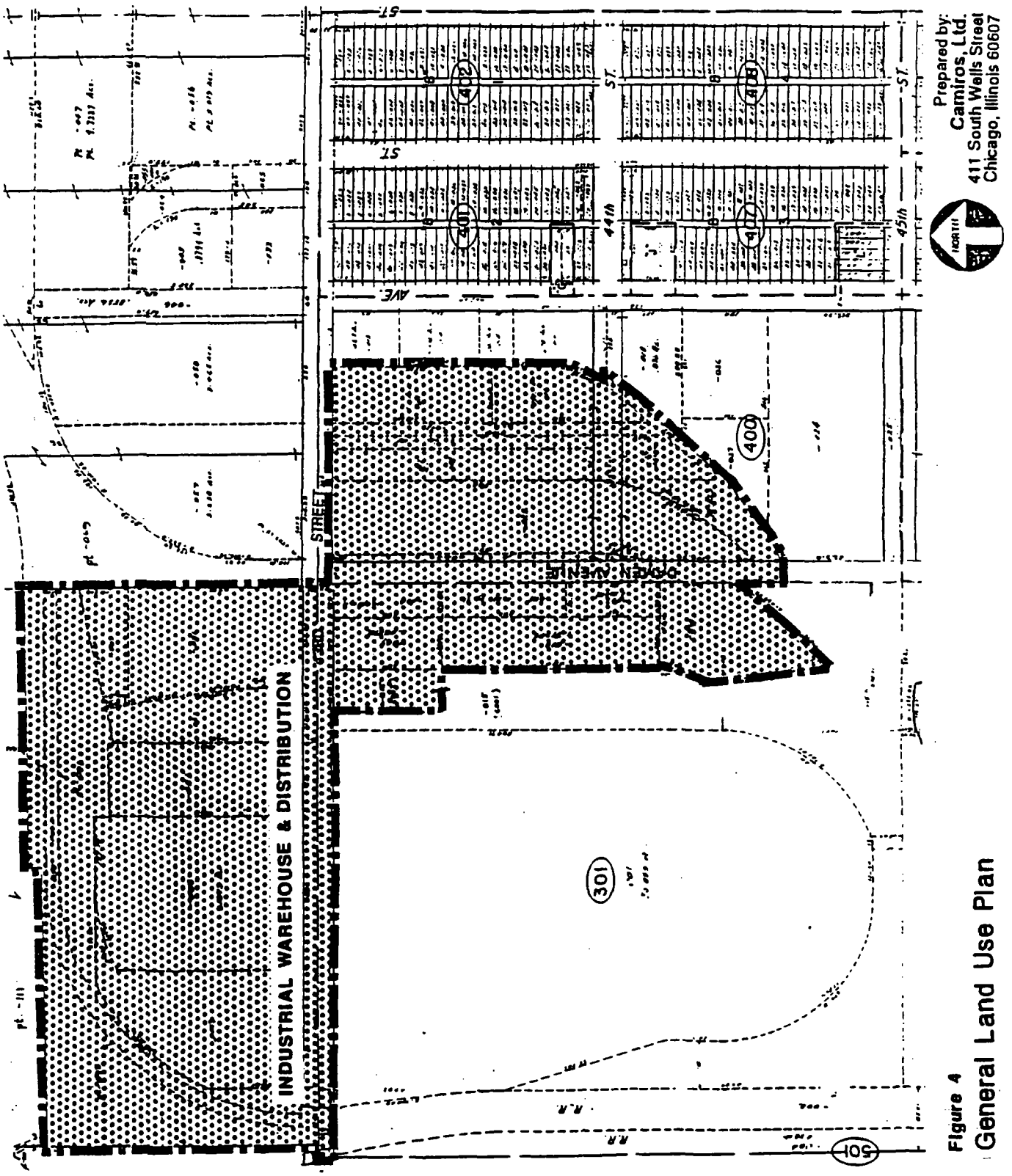
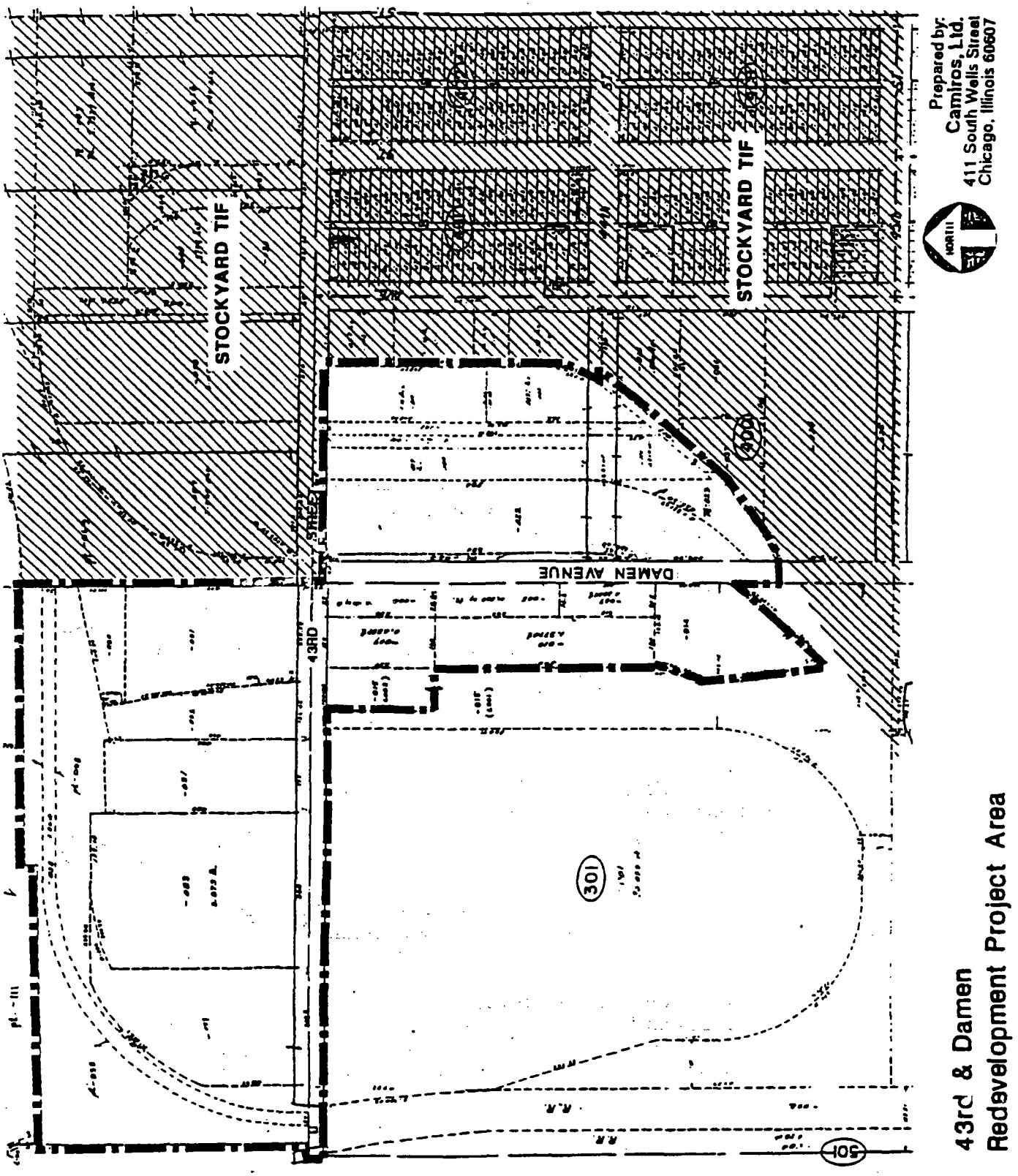


Exhibit "C".


STOCKYARD TIF
STOCKYARD TIF
DAMEN AVENUE
43RD
STREET
(300)
(301)
Prepared by:
Camiros, Ltd.
411 South Wells Street
Chicago, Illinois 60607
43rd & Damen
Redevelopment Project Area

DESIGNATION OF 43RD STREET AND DAMEN AVENUE REDEVELOPMENT PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the 43rd Street and Damen Avenue Redevelopment Project Area as a Tax Increment Financing District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1992), as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area to be known as "43rd and Damen Avenue Redevelopment Project Area" (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The City Council of the Municipality (the "Corporate Authorities") have heretofore adopted and approved the Plan and Project, which Plan and Project were identified in an ordinance of the City of Chicago, Illinois, approving and adopting a redevelopment plan and a redevelopment project for the 43rd and Damen Avenue Redevelopment Project Area and were the subject, along with the Area designation hereinafter made, of a public hearing held on June 14, 1994, and;

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

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

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

SECTION 2. Findings. The Corporate Authorities make the following findings:

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

(b) The Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

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

[Exhibit "C" referred to in this ordinance printed on page 54066 of this Journal.]

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

Exhibit "A".

Legal Description Of The 43rd And Damen Redevelopment Project Area.

That part of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the east line of the northwest quarter of said Section 6, said point being the northeasterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence southerly along said east line of the northwest quarter and along the east line of the southwest quarter of said Section 6 to the south line of West 43rd Street; thence easterly along said south line of West 43rd Street to the westerly line of the Stockyards Industrial-Commercial Redevelopment Project Area pursuant to the ordinance passed by the City Council of the City of Chicago on March 8, 1989, said point being 130 feet, more or less, west of the west line of South Wolcott Avenue; thence southerly and southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to an intersection with the centerline of vacated West 44th Street, said point being 176.27 feet west of the west line of South Wolcott Avenue; thence easterly along said centerline of vacated West 44th Street, 26.27 feet to the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area; thence southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to the east line of South Damen Avenue; thence due west to the east line of the southwest quarter of said Section 6; thence northerly along the east line of said southwest quarter to the southeasterly line of the parcel of

land identified by Permanent Index Number 20-06-301-014 on the official Cook County Tax Map; thence southwesterly along the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the most southerly corner of said parcel of land; thence northerly along the westerly line of said parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the south line of the parcel of land identified by Permanent Index Number 20-06-301-010 on the official Cook County Tax Map; thence westerly along said last described south line to the west line of said parcel of land identified by Permanent Index Number 20-06-301-010; thence northerly along said last described west line, being also the track right-of-way line, to the northwest corner of said parcel of land identified by Permanent Index Number 20-06-301-010; thence westerly parallel with the south line of West 43rd Street, 100 feet; thence northerly parallel with the west line of the parcel of land identified by Permanent Index Number 20-06-301-009 on the official Cook County Tax Map, 250 feet to the south line of West 43rd Street; thence westerly along said south line of West 43rd Street to a point 120 feet west of the intersection of said south line of West 43rd Street with the easterly right-of-way line of the Chicago River and Industrial Railroad Company mainline; thence due north to the north line of West 43rd Street; thence easterly along said north line of West 43rd Street to the west line of the east half of the northwest quarter of said Section 6; thence northerly along said last described west line to the northwesterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 660 feet, more or less, to an angle point in said line; thence northerly along the line of said parcel of land identified by Permanent Index Number 20-06-100-098, 28 feet, more or less, to an angle point of said line; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 655 feet, more or less, to the point of beginning, all in the City of Chicago, Cook County, Illinois.

(Reference is made to the official Cook County Tax Map dated January 1, 1993).

Property Index Numbers (P.I.N.s) Falling Within The 43rd And Damen Redevelopment Project Area.

20-06-100-038	20-06-301-010
20-06-100-081	20-06-301-014

20-06-100-083	20-06-301-015 (6002)
20-06-100-090	20-06-400-003
20-06-100-091	20-06-400-005
20-06-100-092	20-06-400-006
20-06-100-097	20-06-400-009
20-06-100-098	20-06-400-010
20-06-301-004	20-06-400-011
20-06-301-005	20-06-400-017
20-06-301-007	20-06-400-022
20-06-301-009	20-06-400-023

Exhibit "B".

43rd And Damen Redevelopment Project Area.

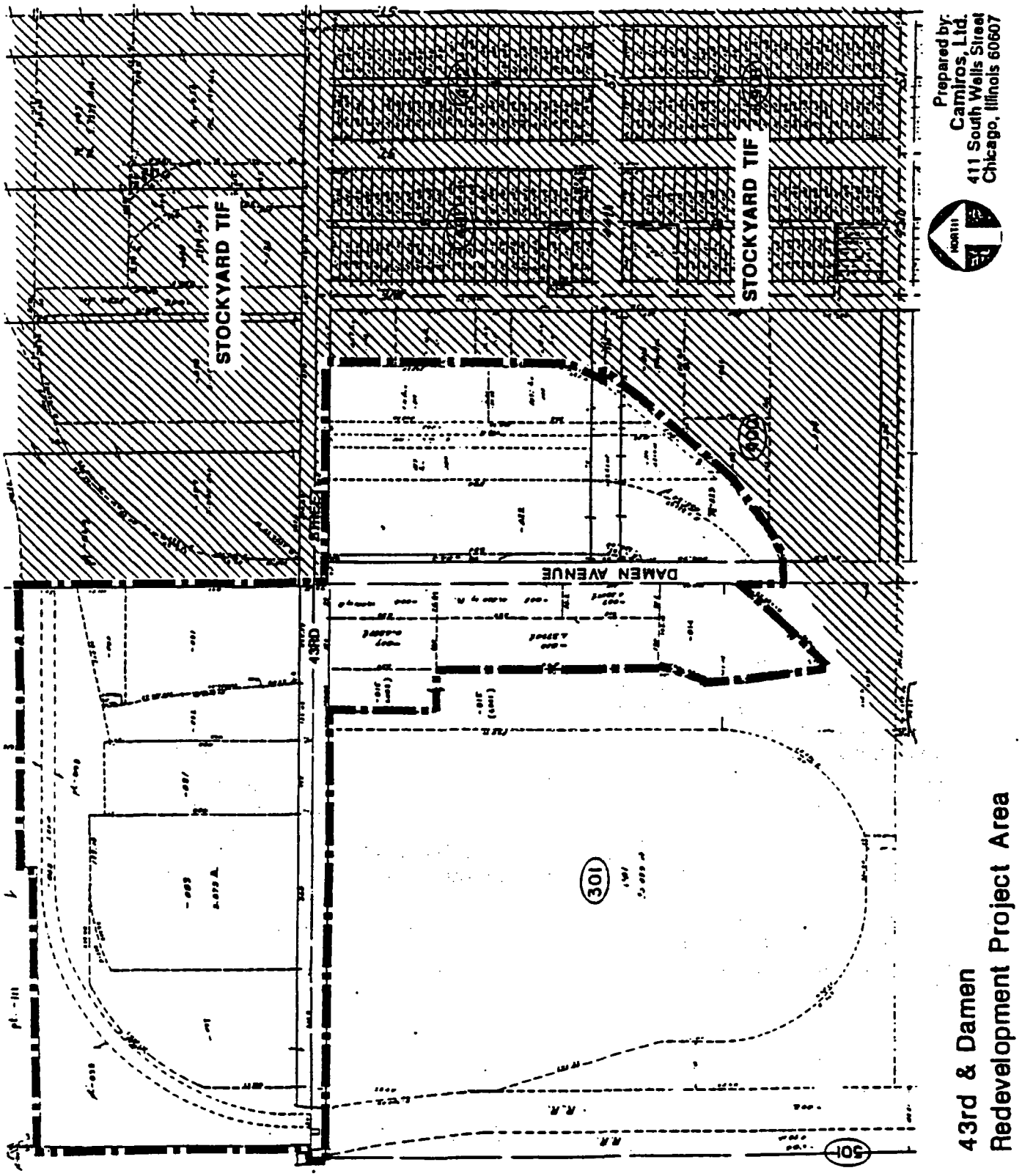
General Boundaries.

The Area is generally bounded by:

on the north a distance of approximately 625 feet north of the north right-of-way line of West 43rd Street; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the eastern border of the Stockyards Industrial-Commercial Redevelopment Project Area; thence south to the south right-of-way line of 43rd Street; thence east along West 43rd Street to approximately 130 feet west of the west right-of-way line of South Wolcott Avenue; thence southwest along the Chicago River and Industrial Company right-of-way to the west right-of-way line of South Damen Avenue; thence north approximately 110 feet; thence southwest approximately 200 feet; thence north to a point approximately 250 feet south of the south right-of-way line of West 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of West 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of West 43rd Street to the point of beginning.

Exhibit "C".

43rd And Damen Redevelopment Project Area Map.



ADOPTION OF TAX INCREMENT FINANCING FOR 43RD STREET AND DAMEN AVENUE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of Tax Increment Financing for the 43rd Street and Damen Avenue Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Council's Rules of Order and Procedure.

The following is said ordinance as passed:

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

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And A Redevelopment Project For The 43rd And Damen Avenue Redevelopment Project Area and has heretofore designated a redevelopment project area as required by the Act by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The 43rd And Damen Avenue Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

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

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

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

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot,

block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "43rd and Damen Avenue Redevelopment Project Area Special Tax Allocation Fund" of the Municipality for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

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

[Exhibit "C" referred to in this ordinance printed on page 54073 of this Journal.]

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

Exhibit "A".

Legal Description Of The 43rd And Damen Redevelopment Project Area.

That part of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the east line of the northwest quarter of said Section 6, said point being the northeasterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence southerly along said east line of the northwest quarter and along the east line of the southwest quarter of said Section 6 to the south line of West 43rd Street; thence easterly along said south line of West 43rd Street to the westerly line of the Stockyards Industrial-Commercial Redevelopment Project Area pursuant to the ordinance passed by the City Council of the City of Chicago on March 8, 1989, said point being 130 feet, more or less, west of

the west line of South Wolcott Avenue; thence southerly and southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to an intersection with the centerline of vacated West 44th Street, said point being 176.27 feet west of the west line of South Wolcott Avenue; thence easterly along said centerline of vacated West 44th Street, 26.27 feet to the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area; thence southwesterly along the westerly line of said Stockyards Industrial-Commercial Redevelopment Project Area, being also the track right-of-way line, to the east line of South Damen Avenue; thence due west to the east line of the southwest quarter of said Section 6; thence northerly along the east line of said southwest quarter to the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014 on the official Cook County Tax Map; thence southwesterly along the southeasterly line of the parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the most southerly corner of said parcel of land; thence northerly along the westerly line of said parcel of land identified by Permanent Index Number 20-06-301-014, being also the track right-of-way line, to the south line of the parcel of land identified by Permanent Index Number 20-06-301-010 on the official Cook County Tax Map; thence westerly along said last described south line to the west line of said parcel of land identified by Permanent Index Number 20-06-301-010; thence northerly along said last described west line, being also the track right-of-way line, to the northwest corner of said parcel of land identified by Permanent Index Number 20-06-301-010; thence westerly parallel with the south line of West 43rd Street, 100 feet; thence northerly parallel with the west line of the parcel of land identified by Permanent Index Number 20-06-301-009 on the official Cook County Tax Map, 250 feet to the south line of West 43rd Street; thence westerly along said south line of West 43rd Street to a point 120 feet west of the intersection of said south line of West 43rd Street with the easterly right-of-way line of the Chicago River and Industrial Railroad Company mainline; thence due north to the north line of West 43rd Street; thence easterly along said north line of West 43rd Street to the west line of the east half of the northwest quarter of said Section 6; thence northerly along said last described west line to the northwesterly corner of the parcel of land identified by Permanent Index Number 20-06-100-098 on the official Cook County Tax Map; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 660 feet, more or less, to an angle point in said line; thence northerly along the line of said parcel of land identified by Permanent Index Number 20-06-100-098, 28 feet, more or less, to an angle point of said line; thence easterly along the north line of said parcel of land identified by Permanent Index Number 20-06-100-098, 655 feet, more or less, to the point of beginning, all in the City of Chicago, Cook County, Illinois.

(Reference is made to the official Cook County Tax Map dated January 1, 1993).

Property Index Numbers (P.I.N.s) Falling Within The 43rd And Damen Redevelopment Project Area.

20-06-100-038	20-06-301-010
20-06-100-081	20-06-301-014
20-06-100-083	20-06-301-015 (6002)
20-06-100-090	20-06-400-003
20-06-100-091	20-06-400-005
20-06-100-092	20-06-400-006
20-06-100-097	20-06-400-009
20-06-100-098	20-06-400-010
20-06-301-004	20-06-400-011
20-06-301-005	20-06-400-017
20-06-301-007	20-06-400-022
20-06-301-009	20-06-400-023

Exhibit "B".

43rd And Damen Redevelopment Project Area.

General Boundaries.

The Area is generally bounded by:

on the north a distance of approximately 625 feet north of the north right-of-way line of West 43rd Street; thence east a distance of approximately 660 feet; thence north a distance of approximately 28 feet; thence east a distance of approximately 655 feet to the eastern border of the Stockyards

Industrial-Commercial Redevelopment Project Area; thence south to the south right-of-way line of 43rd Street; thence east along West 43rd Street to approximately 130 feet west of the west right-of-way line of South Wolcott Avenue; thence southwest along the Chicago River and Industrial Company right-of-way to the west right-of-way line of South Damen Avenue; thence north approximately 110 feet; thence southwest approximately 200 feet; thence north to a point approximately 250 feet south of the south right-of-way line of West 43rd Street; thence west approximately 100 feet; thence north approximately 250 feet to the south right-of-way line of West 43rd Street; thence west approximately 1,060 feet; thence north to the north right-of-way line of West 43rd Street to the point of beginning.

EXPANSION OF BOUNDARIES FOR ENTERPRISE ZONE II.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the expansion of the boundaries of Enterprise Zone Number II, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

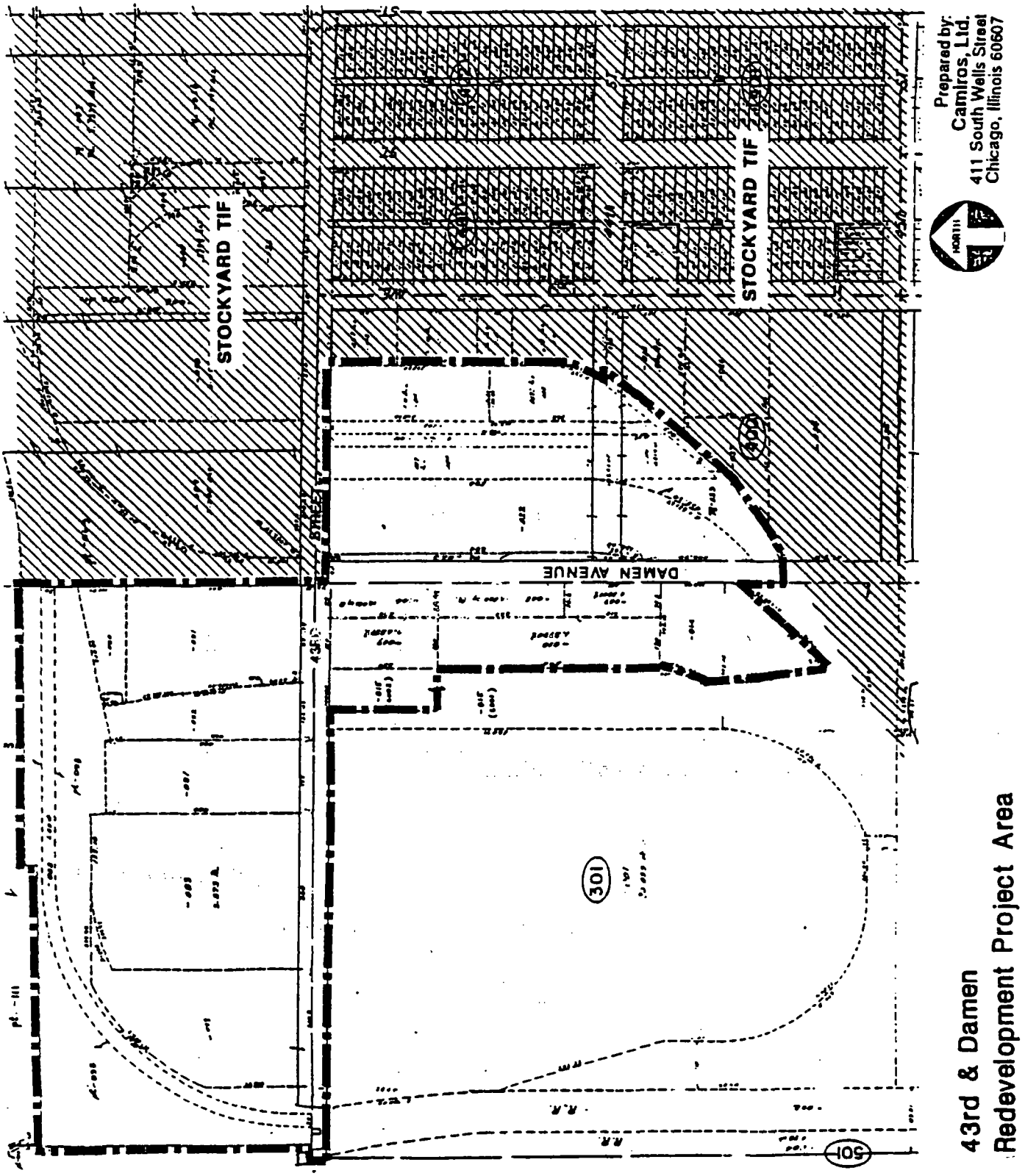
Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 54074)

Exhibit "C".

43rd And Damen Redevelopment Project Area Map.



(Continued from page 54072)

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 on December 23, 1982, passed an ordinance establishing Proposed Enterprise Zone II appearing on Council Journal of Proceedings, pages 14291 to 14293; and amended and appearing in the June 20, 1984 Council Journal of Proceedings on pages 7531 to 7533; and amended and appearing in the September 12, 1990 Council Journal of Proceedings on pages 20248 to 20251; and amended and appearing in the February 4, 1992 Council Journal of Proceedings on pages 11914 to 11917; and amended and appearing in the December 15, 1992 Council Journal of Proceedings on pages 26560 to 26565; and further amended and appearing in the August 4, 1993 Council Journal of Proceedings on pages 36247 to 36353 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act"), to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone II will increase the development and rehabilitation of the depressed areas on the near south and southwest sides of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone II as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by inserting the language in italics, as follows:

The following area, hereafter referred to as "Zone II" is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone II:

beginning at the intersection of Western Avenue and the north side of Pershing Road; thence running east on the north side of Pershing Road to Ashland Avenue; thence running north on Ashland Avenue to 30th Street; thence running east on 30th Street to Wabash Avenue; thence running north on Wabash Avenue to 28th Street; thence running east on 28th Street to Michigan Avenue; thence running south on Michigan Avenue to 30th Street; thence running east on 30th Street to King Drive; thence running south on King Drive to 35th Street; thence running east on 35th Street to Cottage Grove Avenue; thence running south on Cottage Grove Avenue to 51st Street; thence running west on 51st Street to Ashland Avenue; thence running north on Ashland Avenue to the south *line* of 47th Street; thence running west on the south *line* of 47th Street to the west *line* of Hoyne Avenue; thence running south on the west *line* of Hoyne Avenue to 49th Street; thence west along 49th Street to the east berm of the Conrail Railroad line; thence north along the east berm of the Conrail Railroad line to *the south line* of 47th Street; thence running west on the south *line* of 47th Street to Western Avenue; thence running north on Western Avenue to the south *line* of Pershing Road; thence west along the south *line* of Pershing Road to Kedzie Avenue; thence south along Kedzie Avenue a distance of 800 feet; thence *due* west to the east boundary of the Santa Fe Railroad property (Homan Avenue extended); thence north along the east boundary of the Santa Fe Railway property *(Homan Avenue extended)* to the south *line* of Pershing Road; thence west along the south *line* of Pershing Road to Central Park Avenue *extended*; thence south on Central Park Avenue *extended* to 47th Street; thence east on 47th Street to *the first alleyway of Kedzie Avenue; thence north along said alleyway to 46th Street; thence east along 46th Street to Kedzie Avenue; thence south on Kedzie Avenue to 47th Street; thence east on 47th Street to* the east *line* of Whipple *Street*; thence south on the east *line* of Whipple *Street* to 48th Place; thence east along 48th Place to California Avenue; thence south on California Avenue to 49th street extended; thence west on 49th Street extended to Spaulding Avenue extended; thence south on Spaulding Avenue extended to 51st Street; thence west along 51st Street to a *line* which is 155 feet west of *and parallel to* the centerline of St. Louis Avenue; thence north *along said line* to 49th Street extended; thence west along 49th Street extended to Central Park Avenue; thence north on Central Park Avenue to 48th Street; thence

west on 48th Street to *the east line of Pulaski Road; thence south along the east line of Pulaski Road to the Belt Railway of Chicago; thence southwest along said Railway to Keeler Avenue; thence north along Keeler Avenue to 51st Street; thence east along 51st Street to the west line of Pulaski Road; thence north along the west line of Pulaski Road to 48th Street; thence west along 48th Street to* the east *line* of Cicero Avenue; thence south on the east *line* of Cicero Avenue to the south boundary of the Chicago Belt Line Railroad property; thence southeasterly along the south boundary of the Chicago Belt Railroad property to a point in the northeast quarter of Section 27, Township 38 North, Range 13, East of the Third Principal Meridian, said point being a concrete monument with a bronze rod located at an approximate distance of 3,536 feet east of the west line of Section 27, and approximately 2,016 feet north of the east/west centerline of Section 27; thence continuing southeasterly a distance of 752 feet; thence south a distance of 841 feet; thence east a distance of 150 feet; thence south to 76th Street extended; thence west along 76th Street extended a distance of 873 feet; thence north a distance of 2,642 feet; thence running parallel to the south boundary of the Chicago Belt Line Railroad property on a northwesterly direction to a point which is approximately 530 feet east of Kostner Avenue extended; thence south a distance of 85 feet; thence northwesterly along a line parallel to the south boundary of the Chicago Belt Line Railroad property to the east line of Kostner Avenue extended; thence south along the east line of Kostner Avenue extended to a point which is approximately 196 feet south of the northern boundary of the Ford City Shopping Center; thence west a distance of approximately 325 feet; thence north to the northern boundary of the Ford City Shopping Center (such boundary being a concrete wall running on an easterly/westerly direction); thence west along the northern boundary of the Ford City Shopping Center to a point which approximately 190 feet east of Cicero Avenue; thence north a distance of 450 feet; thence west to Cicero Avenue; thence north along Cicero Avenue to the north line of 72nd Street; thence east along 72nd Street a distance of approximately 1,660 feet; thence north a distance of approximately 800 feet to a point which is south of the Chicago Belt Line property line; thence running parallel to the south boundary of the Chicago Belt Line Railroad property on a northwesterly direction to the median of Cicero Avenue; thence running north along Cicero Avenue to 63rd Street; thence west on 63rd Street to Central Avenue; thence north on Central Avenue to 55th Street; thence east on 55th Street to the west *line* of Cicero Avenue; thence north on the west *line* of Cicero Avenue to the Sanitary and Ship Canal of Chicago; thence northeasterly along the Sanitary and Ship Canal of Chicago to the Belt Railroad line; thence north along the Belt Railroad line and the City Boundary to 35th Street extended to Kolin Avenue extended; thence south along South Kolin Avenue extended to the Stevenson Expressway; thence northeast along the Stevenson Expressway to the

north *line* of Pershing Road; thence east along the north *line* of Pershing Road to Western Avenue. (See Attachment A)

SECTION 2. That Section 3 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone II meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. It is a contiguous area entirely within the City of Chicago;

2. It comprises [11.53] *11.557* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. It is a depressed area as shown by census tract data, and other data; and

4. It satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A to be placed on file in the City Clerk's Office and later attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone II provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

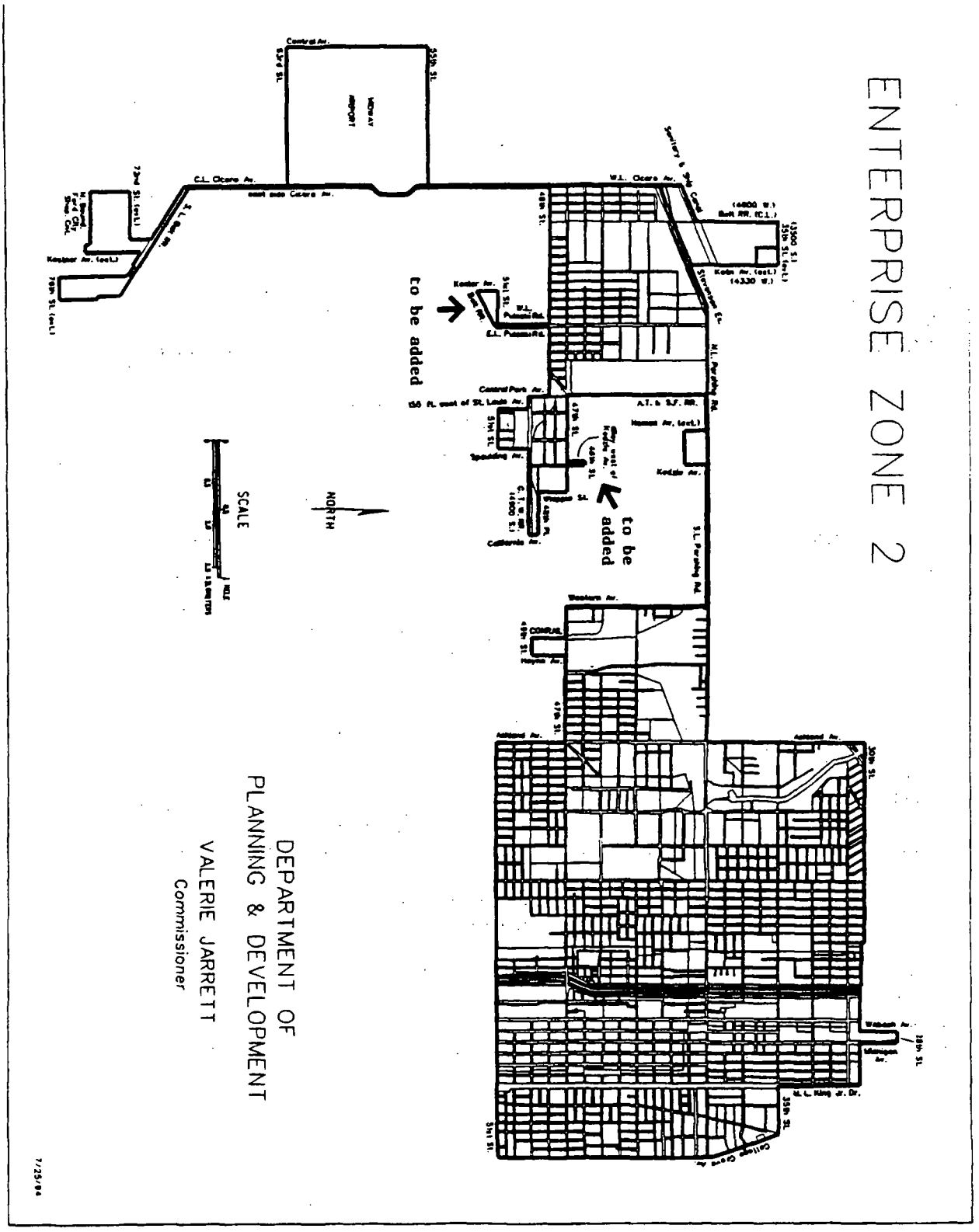
SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone II approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance printed on page 54078 of this Journal.]

Enterprise Zone 2.

Attachment "A".



EXPANSION OF BOUNDARIES OF ENTERPRISE ZONE NUMBER III.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the expansion of Enterprise Zone Number III, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 on December 23, 1982, passed an ordinance designating a Proposed Enterprise Zone, referred to therein as "Zone III" appearing on Journal of Council Proceedings, pages 14294 to 14296; and amended and appearing in the May 15, 1985 Journal of Council Proceedings on pages 16078 to 16082; and amended and appearing in the August 28, 1986 Journal of Council Proceedings on pages 32928 to 32931; and amended and appearing in the April 25, 1990 Journal of Council Proceedings on pages 14518 to 14523; and further amended and appearing in the June 9, 1993 Journal of Council Proceedings on pages 33241 to 33247 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq. ("Illinois Enterprise Zone Act"), to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Zone III will increase the development and rehabilitation of the depressed areas on the southeast side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Zone III as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

The following area, hereafter referred to as "Zone III", is hereby designated Proposed Enterprise Zone. The area boundaries shall be as follows for Zone III:

the outer perimeter will begin at the intersection of East 119th Street and Interstate Highway 94; then west along 119th Street to the west boundary of the Pullman railroad tracks; then south along the west boundary of the Pullman railroad tracks to its intersection with Cottage Grove Avenue; then south along Cottage Grove Avenue to 122nd Place extended; then west along 122nd Place extended to the east boundary of the C.W.&I. Railroad line; then north along the east boundary of the C.W.&I. Railroad line to 118th Place extended; then east along 118th Place extended to Cottage Grove Avenue; then north along Cottage Grove Avenue to 115th Street; then east along 115th Street to Champlain Avenue; then north along Champlain Avenue to 114th Street; then east along 114th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then north along said railroad right-of-way to 111th Street; then west

along 111th Street to Cottage Grove Avenue; then north along Cottage Grove Avenue to 108th Street; then east along 108th Street to Langley Avenue; then north along Langley Avenue to 106th Street; then east along 106th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then northeasterly along said railroad right-of-way to a rail spur located approximately 200 feet south of 103rd Street following said spur in a northwesterly direction to its intersection with the east lot line of Corliss High School; then north along said lot line to 103rd Street; then west along 103rd Street to the east line of Gately Park; then north along said east line to the north property line of the Electro Motive Division complex; then east along said north property line to its intersection with the west line of the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then north along said railroad right-of-way to 95th Street; then west along 95th Street to Dobson Avenue; then south on Dobson Avenue to 98th Street; then west on 98th Street to Cottage Grove Avenue continuing north on Cottage Grove Avenue to 87th Street; then proceed*ing* east on 87th Street to the east line of the Illinois Central Gulf Railroad right-of-way; then north along the *east line of the* Illinois Central Gulf Railroad right-of-way *to* 85th Street; then east along 85th Street extended to the west line of the Norfolk & Western Railroad right-of-way; then southeast along said right-of-way to 87th Street; then east on 87th Street to Dorchester Avenue; then north on Dorchester Avenue to the first alleyway or the north lot line of commercial property located at the northeast corner of Dorchester Avenue and 87th Street; then east along said alleyway or north lot lines of contiguous properties fronting on 87th Street to [South] Jeffery Boulevard; *then north on the west side of Jeffrey Boulevard to the north line of 85th Street; then east on the north line of 85th Street extended to the northwest corner of South Chicago Avenue; then north on the west line of South Chicago Avenue to Clyde Avenue; then northeast on Clyde Avenue to the first alleyway northeast of South Chicago Avenue; then southeast along the first alleyway to Merrill Avenue; then south on Merrill Avenue to the northeast corner of South Chicago Avenue; then southeast on the northeasterly line of South Chicago Avenue to the southeast corner of 85th Street; then west on the south line of 85th Street to the east line of Jeffrey Boulevard; then south on Jeffrey Boulevard and* Jeffery Avenue to the first alleyway or the south lot line of the property located at the southwest corner of 87th Street and Jeffery Avenue; then west along said alleyway of the south lot lines of contiguous properties on 87th Street to the southeast corner of the lot line of the property located at the southeast corner of 87th Street and Stony Island Avenue or the first alleyway east of the intersection of Stony Island Avenue and 87th Street; then proceeding south along said alleyway or the east lot lines of the contiguous properties fronting Stony Island Avenue to 93rd Street; then east along 93rd Street to Jeffery Avenue; then south along Jeffery Avenue to 94th Street; then

east along 94th Street to Luella Avenue; then north on Luella Avenue to 91st Street; then east along 91st Street to Phillips Avenue; then south along Phillips Avenue to 94th Street; then east along 94th Street to Manistee Avenue; then north along Manistee Avenue to Anthony Avenue; then northwesterly along Anthony Avenue to 87th Street; then proceeding east on 87th Street to Colfax Avenue; then north on Colfax Avenue to 79th Street; at that point east on 79th Street to the State Line; thence south along the State Line to 95th Street; thence proceeding west on 95th Street to E. J. & E. Railroad tracks; thence the boundary proceeds southeasterly along the E. J. & E. Railroad tracks including the right-of-way to the State Line; thence south along the State Line to 106th Street; thence west on 106th Street to Avenue F; thence south on Avenue F to 108th Street; thence west on 108th Street to Avenue N; thence south on Avenue N to 118th Street; thence east on 118th Street to Pennsylvania Railroad tracks, including right-of-way; thence southwest on the Pennsylvania Railroad tracks to 130th Street; thence west on 130th Street to the Penn Central Railroad tracks; thence proceeding northwest along the Penn Central Railroad tracks to Saginaw Avenue; thence continuing south on Saginaw Avenue extended to Brainard Avenue; thence southeast along Brainard Avenue to 138th Street, extended; thence west along 138th Street extended to Torrence Avenue; thence north along Torrence Avenue to 130th Street; thence west on 130th Street *to the west bank of the Calumet River; thence southeast along the Calumet River to where the Calumet River intersects with 134th Street extended; thence west on 134th Street extended and 134th Street to Jeffrey Avenue; thence south on Jeffrey Avenue to 137th Street; thence east on 137th Street to Chappel Avenue; thence south along the west line of Chappel Avenue to 138th Street; thence west along 138th Street and 138th Street extended (City limit line) to the Calumet Expressway*; thence north along the Calumet Expressway to 119th Street, the place of beginning.

The inner perimeter of the area will begin at 114th Street extended at the Calumet Expressway; thence north along the Calumet Expressway (Interstate Highway 94) to 111th Street; thence west along 111th Street to Woodlawn Avenue; thence north along Woodlawn Avenue to its intersection with the Calumet Expressway (Interstate Highway 94) westbound access; thence east along said access to the intersection with Stony Island Avenue; thence north along Stony Island Avenue to the west line of the Chicago & Western Indiana Railroad right-of-way; thence northwesterly along said right-of-way to 95th Street; thence east on 95th Street to Torrence Avenue; thence south on Torrence Avenue to 112th Street; thence proceeding northwest along the Chicago & Western Indiana Railroad, including the right-of-way to 110th Street; thence proceeding west on 110th Street to the New York, Chicago & St. Louis Railroad tracks; thence proceeding south along the New York, Chicago & St. Louis Railroad tracks 2,610.2 feet; thence proceeding *due* east along an imaginary

line 650 feet; thence proceeding *due* south along an imaginary line 750 feet; thence proceeding *due* east along an imaginary line to Torrence Avenue; thence south on Torrence Avenue to 122nd Street; thence west on 122nd Street to the Norfolk & Western Railroad tracks; thence continuing south along said tracks to the north bank of the Calumet River; thence continuing southwesterly along the north bank of the Calumet River to Stony Island Avenue; thence north along Stony Island Avenue to 114th Street extended; thence west along 114th Street extended to the Calumet Expressway, the place of beginning. Only areas inside the outer perimeter and outside the inner perimeter are included in this Zone III. The aforementioned area excludes lakes and waterways. (see Attachment A)

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone III meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. It is a contiguous area entirely within the City of Chicago;

2. It comprises [10.61] *11.059* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. It is a depressed area as shown by census tract data, and other data; and

4. It satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A to be placed on file with the City Clerk's Office and later attached to this ordinance.

SECTION 4. The modification of the boundaries of Zone III provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Act shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone III approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance printed on page 54085 of this Journal.]

AUTHORIZATION FOR EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE OF SOUTH HOLLAND.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a water supply contract between the City of Chicago and the Village of South Holland, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

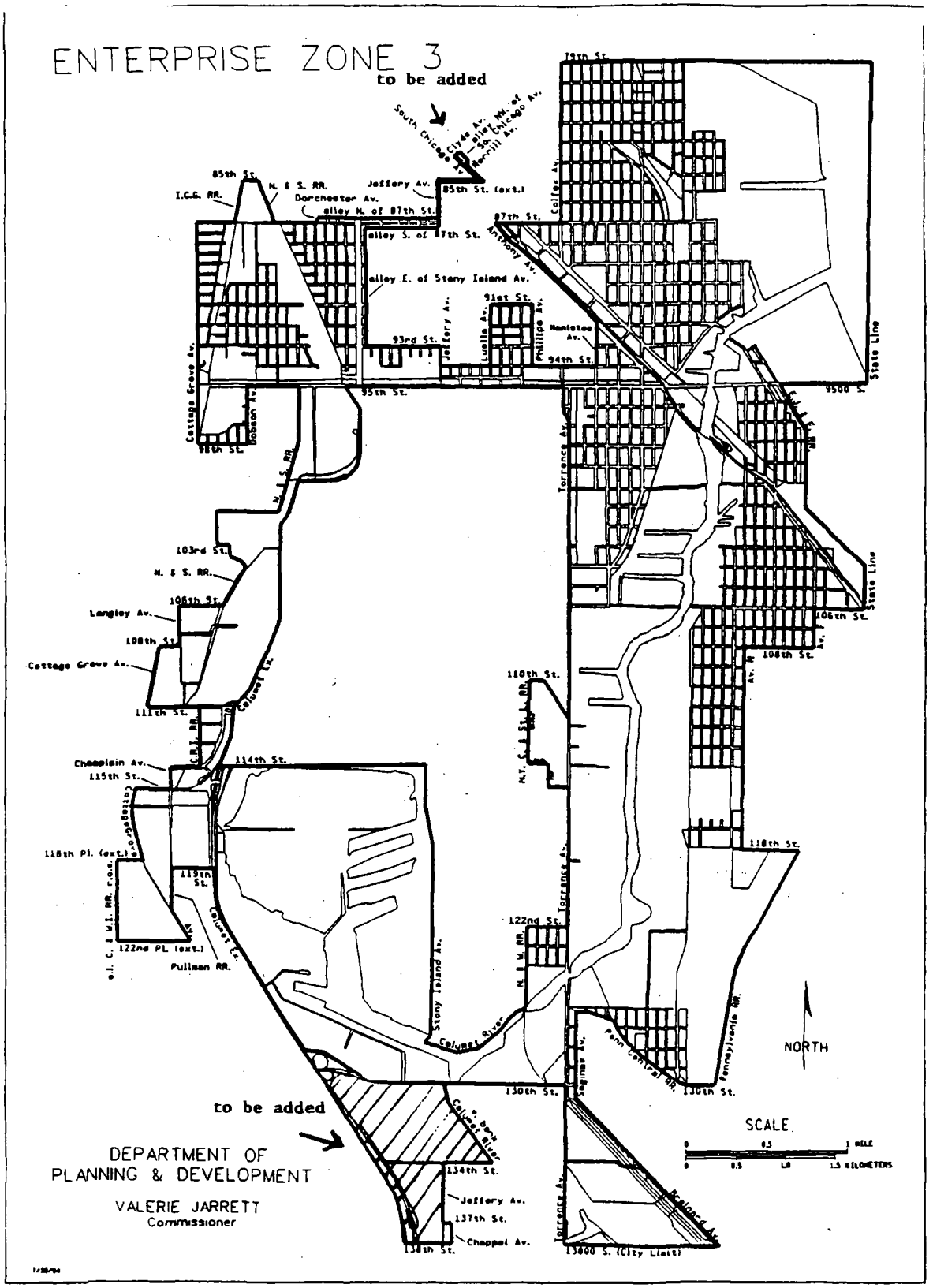
Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 54086)

Enterprise Zone III.

Attachment "A".



(Continued from page 54084)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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, Illinois (the "City") possesses the power and authority and is required to furnish water from the City's water mains to others; and

WHEREAS, Pursuant to an ordinance adopted on December 3, 1981 by the City Council of the City (the "City Council") and published in the Journal of Proceedings of the City Council for such date at pages 8170 -- 8174, the City entered into an agreement (the "Prior Agreement") with the Village of South Holland, Illinois (the "Municipality") to supply water to the Municipality; and

WHEREAS, The Prior Agreement expired in accordance with its terms on March 1, 1991; and

WHEREAS, The City is willing to continue to supply water to the Municipality under substantially the terms of the attached form of five-year water supply contract (the "Agreement"); and

WHEREAS, Except as otherwise provided in the Agreement, the water furnished pursuant to the Agreement shall not be resold to customers located outside the corporate limits of the Municipality without the approval of the Municipality and the City Council; 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 part of this ordinance as though fully set forth herein.

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water to approve, and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City and the Municipality in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Water Supply Contract Between The City Of Chicago And The Village Of South Holland, Illinois.

This Agreement made and entered into this _____ day of _____, 1994 and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "City"), and the Village of South Holland, Illinois, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago (hereinafter called the "Purchaser").

Witnesseth:

Whereas, The City and the Purchaser entered into a 10-year agreement on the 2nd day of March, 1981, for the furnishing from the City's water main at the City limits, East 138th Street and South Indiana Avenue, a supply of water for consumers located within the corporate limits of the Purchaser, not to exceed an annual average of 3,798,000 gallons per day in 1994, and increasing to 3,906,000 gallons per day through 1999, with the maximum rate of flow from the City's water main not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to enter into a new water supply contract with the Purchaser, and furnish water from the existing connection to the City's water main at the City limits at East 138th Street and South Indiana Avenue;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Purchaser, and the Purchaser agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (the "Commissioner") from the City's water main at the City limits at East 138th Street and South Indiana Avenue to be used by the Purchaser in supplying water to consumers located within the corporate limits of the Purchaser. All water usage is to be in accordance with the allocation of the State of Illinois, Department of Transportation or any successor thereto having authority over the allocation of Lake Michigan water (a "Successor").

(2) The Purchaser is further authorized to supply Lake Michigan water obtained from the City to the following entity: the Village of Thornton, Illinois (the "Subsequent Purchaser"). All water usage is to be in accordance with the allocations of the State of Illinois, Department of Transportation or its Successor. Any increase in the allocation to the Subsequent Purchaser shall be subject to the approval of the Commissioner. It is clearly understood by the Purchaser that this authorization is nonexclusive and in no way guarantees any rights to re-sell City water.

(3) The Purchaser shall not add any additional users of water supplied by the City outside of its corporate limits without the approval of the Commissioner and the Chicago City Council.

B. Quantity Of Water To Be Furnished.

(1) The quantities of water to be furnished are to be supplied to the Purchaser and the Subsequent Purchaser for the years indicated:

Annual Average Daily Quantity In Gallons.

Year	Village Of South Holland	Village Of Thornton
1994	3,497,000	301,000
1995	3,516,000	303,000
1996	3,535,000	305,000
1997	3,555,000	307,000
1998	3,574,000	310,000
1999	3,594,000	312,000

The Individual Consumer's quantities of water are included in the allocation made to the Purchaser and the Subsequent Purchaser. These quantities of water are in accordance with the allocations made to the Purchaser and the Subsequent Purchaser, by Opinion and Order LMO 90-1 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation or its Successor.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal from the City's water main shall not exceed twice the annual average daily contracted amount. The maximum amount of water supplied by the City to the Purchaser pursuant to this contract shall be (a) for any day during the term hereof, _____ gallons (the "Maximum Daily Amount") and (b) at any particular second during the term hereof, _____ gallons. The City shall not be required to supply water to the Purchaser at the Maximum Daily Amount for more than ____ consecutive days. In the event that the City shall supply water to the Purchaser at the Maximum Daily Amount for at least ____ days during any month, the City shall have the right to restrict the supply of water to the Purchaser in order to ensure an adequate water supply to all purchasers of City water for public health and fire protection. The Purchaser shall be responsible for any damage to the water system of the City or of any of its customers due to excessive surges caused by the malfunction or misuse of the Purchaster's water system, including, without limitation, fast-acting valves or booster station operation.

(3) The Purchaser shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection to the City's water main at the City limits at its connection at East 138th Street and South Indiana Avenue in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Purchaser shall provide the necessary equipment to transmit pressures, rates of flow and receive reservoir elevations, and to convert the manually operated flow control valves to remotely controlled flow control valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Purchaser. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending five years from the date hereof, provided, however, that the City and the Purchaser may agree to renew this contract for successive like terms. If either the City or the Purchaser shall desire to renew this contract, such party shall provide written notice thereof to the other party hereto six months prior to the expiration of each said five-year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation or its Successor.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions so as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated annually by the State of Illinois, Department of Transportation or its Successor to the Purchaser and its customers.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this contract and furnishing water hereunder.

(7) The Purchaser may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Purchaser agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Purchaser shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers of the Purchaser.

III. Reservations.

(10) In the event of a default in payment of a water bill by the Purchaser, the City reserves the right to require the Purchaser to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(11) The City reserves the right to inspect, test and repair the water meters as required. All such repairs shall be charged to and paid by the Purchaser.

IV. Water Quality.

(12) The City shall supply the Purchaser with water of a quality commensurate with that furnished to its consumers within the City limits.

(13) The Purchaser shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(14) The Purchaser bears the responsibility for maintaining the water quality at any point beyond the control valve and within its distribution

system. The City bears no degree of responsibility for the water quality at any point beyond the control valve.

(15) The Purchaser shall immediately notify the Commissioner of any emergency or condition that may affect the quality of water in either party's system.

(16) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Purchaser and to perform required tests upon due notice to the Purchaser.

V. Equipment Operation.

(17) The Purchaser shall provide and maintain all Service Mains (as hereinafter defined) and valves and bear the costs for connecting said Service Mains to and severing them from the City's water system. The Purchaser shall also pay any and all costs incurred by or on behalf of the City in connection with extending the City's water system to the point of connection with the Purchaser's water system, if such extension is for the sole purpose of supplying water to the Purchaser's water system. Each Service Main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City. This valve will mark the limit of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the Purchaser. As used herein, the term "Service Main" or "Service Mains" shall mean the primary supply piping between the City's water system and the overflow tank at the Purchaser's reservoir, including the connection to the City's water system, the control valve and the meter vault.

(18) The Purchaser shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(19) The Purchaser shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. The meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Purchaser prior to installation by the Purchaser. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. No substitute equipment will be allowed without written approval of the Commissioner. The meter vault shall be located no farther than 150 feet from the control valve unless the Commissioner consents to installation at a greater distance. The Purchaser shall provide a tee and valve downstream of each meter

installed in each meter vault. The tee and valve shall be of a size and in a location approved by the Commissioner. The tee and valve shall be a minimum of two inches pipe size. The Purchaser shall provide a one-inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the Commissioner.

(20) In the event that the Purchaser should desire to alter the meter installation, the piping configuration, the meter vault or any of the Facilities (as hereinafter defined), all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the Facilities shall include construction of new Facilities or changes or additions to existing Facilities. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois. As used herein, the term "Facilities" shall mean the Service Mains, all reservoirs within the Purchaser's water system and all connections to other entities outside the limits of the Purchaser's water system, including any reservoirs on such entities' water systems.

(21) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such repairs shall be made by the City's representatives and the Purchaser shall pay for all repairs made. The Purchaser shall be responsible for replacing any meters which have been in service for a period longer than authorized or which are defective and not capable of being repaired. All such replacements shall be at the expense of the Purchaser.

(22) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Purchaser. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(23) The Purchaser shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system, and the entities served to store twice the annual daily average allocation of water to the Purchaser and the entities furnished water by the Purchaser's water system as authorized by the State of Illinois, Department of Transportation Opinion and Order Number LMO 90-1 and any revisions to the allocations. All reservoirs provided by the Purchaser's water system shall be considered in meeting this requirement. The Purchaser's

water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts.

(24) Charges for water furnished to the Purchaser shall be at such rate or rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance.

(25) The Purchaser shall be entitled to a discount for prompt payment of water bills similar to that allowed to metered customers inside the City.

(26) The Purchaser shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the City.

(27) Payments to be made by the Purchaser hereunder to the City for water furnished to the Purchaser shall be solely from the revenues (the "Revenues") derived from the operation of the Purchaser's water system. The Purchaser covenants and agrees to charge such rate or rates for the furnishing of water to its customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to the City from the Purchaser hereunder.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the Purchaser has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President and its Corporate Seal to be hereto affixed, duly attested by its Clerk, all as of the date and year first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved:

By: _____
Commissioner of Water

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

Attest:

By: _____
Clerk

Village of South Holland,
Illinois

By: _____
President

[Seal]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE/ PERMIT FEE EXEMPTIONS, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred November 5, December 15, 1993, April 13, May 4, 18, June 16 and July 13, 1994 sundry

proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license/permit fee exemptions, refunds of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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.

Chicago Board Of Education.
(Robert Grimes Elementary School)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Education, for the construction of a multi-purpose annex to the Robert Grimes Elementary School on the premises known as 5450 West 64th Place.

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

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

Chicago Board Of Education/Public Building Commission Of Chicago.
(Jacques Marquette Elementary School)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Board of Education of the City of Chicago/Public Building Commission of Chicago for the construction of the new Jacques Marquette Elementary School lunchroom/multi-purpose addition and an annex on the premises known as 6550 South Richmond Street.

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

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

Chicago Housing Authority/Construction Management Division.
(Ida B. Wells Housing Development)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Housing Authority/Construction Management Division, for rehabilitation of existing C.H.A. structure at the Ida B. Wells Housing Development on the premises known as 770 -- 774 East 38th 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 upon its passage and publication.

Greater Way Missionary Baptist 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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Greater Way Missionary Baptist Church, 5442 West Harrison Street, for constructing institutional off-street parking on the premises known as 5436 -- 5438 West Harrison Street.

Said institutional off-street parking shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Lawrence Hall Youth Services.

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 Lawrence Hall Youth Services, 4833 North Francisco Avenue, for rehabilitation work on the premises known as 7059 North Greenview Avenue.

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

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

Peoples Housing Agency.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Peoples Housing Agency, 7510 North Ashland Avenue, for rehabilitation of existing structure on the premises known as 1530 -- 1536 West Fargo Avenue.

Said building shall be used for not-for-profit 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 from and after its passage.

Pilgrim Baptist 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 Pilgrim Baptist Church for demolition of existing church structure on the premises known as 9123 South Burley Avenue.

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

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

Saint James Episcopal Cathedral.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint James Episcopal Cathedral for construction and remodeling on the lower level (under -- croft) of building on the premises known as 65 East Huron Street.

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

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

Terra Museum.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Terra Museum for construction and remodeling of floors seven through ten on the premises known as 664 North Michigan Avenue.

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

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

LICENSE/PERMIT FEE EXEMPTIONS.

Day Care License.

Good Shepherd Lutheran Preschool And Kindergarten.

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, 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 the payment of the annual Day Care License fee for the period beginning November 16, 1993 and ending November 15, 1994:

Good Shepherd Lutheran Preschool and Kindergarten
4200 West 62nd Street.

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

General Business License.

Chinatown Parking Corp.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following organization is hereby exempted from the payment of the General Business License fee for the period beginning August 16, 1993 and ending August 15, 1994:

Chinatown Parking Corp.
2135 South Wentworth Avenue.

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

Illinois Partners For Social And Economic Development.
(3209 West Devon Avenue)

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following not-for-profit community-based agency providing a variety of social services, is hereby exempted from the payment of the annual General Business License fee for the period beginning February 16, 1994 and ending February 15, 1995:

Illinois Partners for Social and Economic Development
3209 West Devon Avenue.

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

Illinois Partners For Social And Economic Development.
(2424 West Peterson Avenue)

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following not-for-profit community-based agency providing a variety of social services, is hereby exempted from the payment of the annual General Business License fee for the period beginning February 16, 1994 and ending February 15, 1995:

Illinois Partners for Social and Economic Development
2424 West Peterson Avenue.

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

Jewish Community Center.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following not-for-profit organization is hereby exempted from the payment of the annual General Business License fee for the period beginning February 16, 1994 and ending February 15, 1995:

Jewish Community Center
524 West Melrose Street.

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

Maryville Academy Parenting Teen Center.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following establishment is hereby exempted from the payment of the Annual Business License fee (Code 1010) for the period beginning February 16, 1994 and ending February 15, 1995:

Maryville Academy Parenting Teen Center
400 West Dickens Avenue.

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

Food Dispenser License.

Northwestern Memorial Hospital Coffee Shop.

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

SECTION 1. Pursuant to Section 4-344-190 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Class I Food Dispenser License fee for the year 1994:

Northwestern Memorial Hospital Coffee Shop
303 East Superior Street

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

REFUND OF FEES.

Additional Seating Fee.

Croatian Cultural Center, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $960.00 to the Croatian Cultural Center, Inc., 2845

West Devon Avenue, representing payment of license fee for additional seating (Code 9006).

Carnival Fee.

Saint John Berchmans Church.

Ordered, That the City Comptroller is hereby authorized and directed to reimburse Saint John Berchmans Church located at 2517 West Logan Boulevard in the amount of $375.00 for service fees charged to them for their annual carnival.

Sign Inspection Fees.

Loyola University Chicago.
(820 North Michigan Avenue)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $22.00, to Loyola University Chicago, representing payment to the Department of Buildings, for sign inspection, ID-D1-316168, issued date September of 1993, of 820 North Michigan Avenue.

Loyola University Chicago.
(820 North Michigan Avenue)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $28.00, to Loyola University Chicago, representing payment to the Department of Buildings, for sign inspection, ID-D1-315577, issued date September of 1993, of 820 North Michigan Avenue.

Loyola University Chicago.
(821 North Rush Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $22.00, to Loyola University Chicago, representing payment to the Department of Buildings, for sign inspection, ID-D1-303888, issued date March of 1993, of 821 North Rush Street.

Water Collection Fees.

Loyola University Chicago.
(One East Pearson Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $360.87 to Loyola University Chicago, representing payment to the Department of Buildings, for water collections, Account Number 800120626605, under the dates of January 6, 1993 to June 6, 1993, issued date November of 1993, for their premises located at One East Pearson Street.

Loyola University Chicago.
(One East Pearson Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $388.13 to Loyola University Chicago, representing payment to the Department of Buildings, for water collections, Account Number 800120626605, under the dates of June 22, 1992 to January 6, 1993, issued date April of 1993, for their premises located at One East Pearson Street.

Loyola University Chicago.
(125 East Pearson Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,319.71 to Loyola University Chicago, representing

payment to the Department of Buildings, for water collections, Account Number 800120627301, under the dates of June 22, 1992 to November 29, 1992, issued date April of 1993, for their premises located at 125 East Pearson Street.

Loyola University Chicago.
(125 East Pearson Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,605.52 to Loyola University Chicago, representing payment to the Department of Buildings, for water collections, Account Number 800120627301, under the dates of November 27, 1992 to June 22, 1993, issued date November of 1993, for their premises located at 125 East Pearson Street.

Loyola University Chicago.
(822 North Rush Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $525.95 to Loyola University Chicago, representing payment to the Department of Buildings, for water collections, Account Number 800120629420, under the dates of January 5, 1993 to June 22, 1993, issued date November of 1993, for their premises located at 822 North Rush Street.

Loyola University Chicago.
(822 North Rush Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,168.48 to Loyola University Chicago, representing payment to the Department of Buildings, for water collections, Account Number 800120629420, under the dates of June 22, 1992 to January 5, 1993, issued date April of 1993, for their premises located at 822 North Rush Street.

Miscellaneous Inspection Fees.

New Regal Theatre.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,154.00 to the New Regal Theatre, 1645 East 79th Street, representing payment of inspection fees, as follows:

Warrant Number	Amount	Date Of Inspection	Type
B3-103118	$ 46.00	August 19, 1991	Public Place of Assembly Inspection
B3-103264	46.00	August 19, 1991	Public Place of Assembly Inspection
B3-103752	46.00	August 19, 1991	Public Place of Assembly Inspection
B1-012881	95.00	1990	Annual Building Inspection
B1-108577	95.00	1991	Annual Building Inspection
R1-101351	68.00	July 12, 1991	Driveway Usage Inspection
A1-201156	112.00	1992	Semi-annual Elevator Inspection
D1-116453	226.00	1991	Annual Sign Inspection
F4-113571	420.00	October 25, 1991	Annual Mechanical Ventilation Inspection

WAIVER OF FEES.

Building Permit Fees.

Neighborhood Housing Services Of Chicago, Inc.

Ordered, That the Commissioner of Buildings is hereby authorized and directed to give consideration to the waiver of all necessary Building Permit fees for Neighborhood Housing Services of Chicago, Inc., with regard to their rehabilitation project at 3300 -- 3302 West LeMoyne Street. Aside from addressing the need for affordable housing in our community, the project will also help eliminate the current illegal activity at that corner.

Carnival Fees.

Holy Innocents Church.

Ordered, That the City Comptroller is hereby authorized and directed to waive all necessary fees required to sponsor the third annual carnival to be sponsored by Holy Innocents Church, a not-for-profit 501(C)(3) tax status, located at 743 North Armour Street.

Electrical Permit Fees.

Saint Williams Parish.

Ordered, That the Director of the Department of Revenue waive the Electrical Permit fees for the summerfest sponsored by Saint Williams Parish, 2600 North Sayre Avenue, for the period of August 22 through August 29, 1994, and on West Wrightwood Avenue, from North Nordica Avenue to North Newland Avenue.

Food Vendor And Itinerant Merchant License Fees.

Foster Park Community Council 12th Annual Summer Community Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for the participants in a Family Fest to be conducted at Foster Park, 8400 South Loomis Boulevard, sponsored by the Foster Park Community Council, 12th Annual Summer Community Festival for the day of August 20, 1994, from 10:00 A.M. to 8:00 P.M..

Immaculate Heart Of Mary Parish.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for all permits and/or any other related fees involving the Immaculate Heart of Mary Parish, 3820 North Spaulding Avenue, to be held July 27 through July 31, 1994.

Lake View East Festival.

Ordered, That the Director of the City of Chicago Revenue Department waive the license fee for food vendors and itinerant merchants participating in the Lake View East Festival to be conducted on North Broadway, between West Diversey Parkway and West Cornelia Avenue; and West Diversey Parkway, between North Sheridan Road and North Broadway, for the period of July 23 and 24, 1994, during the hours of 11:00 A.M. to 9:00 P.M. each day, sponsored by the Lake View East Chamber of Commerce, 3030 North Broadway.

Saint Camillus Church Taste Of Midway Festival.

Ordered, That the City Director of the Department of Revenue is hereby authorized and directed to waive the license fees for food vendors and itinerant merchants participating in the Taste of Midway Festival, sponsored by Saint Camillus Church, 5426 South Lockwood Avenue, for the period beginning August 1 through August 8, 1994.

Saint Rene Family Festival.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the license fees for food vendors and itinerant merchants participating in the Saint Rene Family Festival, 6949 West 63rd Place, for the period beginning July 18 and ending July 25, 1994.

Saint Williams Parish Annual Summerfest.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for participants in the Saint Williams Parish Annual Summerfest, to be conducted on West Wrightwood Avenue for the period of 7:00 A.M., August 22 through 12:00 Noon, August 29, 1994.

3rd Annual Chicago Tribune -- Michigan Avenue Art Festival.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for participants in the 3rd Annual Chicago Tribune -- Michigan Avenue Art Festival, to be conducted at the Cityfront Plaza (Pioneer Court) for the period of July 29 through July 31, 1994.

Wrightwood Community Development Corporation Summer Fest.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for participants in the Wrightwood Community Development Corporation Summer Fest, to be held on South Francisco Avenue, from 8301 to 8459 and on South Whipple Street, from 8301 to 8459, for the period of August 10 through 12:00 Noon, August 15, 1994.

Raffle License Fees.

Howard Brown Memorial Clinic.
(1993)

Ordered, That the Director of the City Department of Revenue waive the Raffle License fee for the year 1993, to be held by the Howard Brown Memorial Clinic, 945 West George Street.

Howard Brown Memorial Clinic.
(1994)

Ordered, That the Director of the City Department of Revenue waive the Raffle License fee for the year 1994, to be held by the Howard Brown Memorial Clinic, 945 West George Street.

Saint Jane de Chantal.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the license fee to sell raffle tickets for Saint Jane de Chantal Church, 5252 South Austin Avenue, for the year 1994.

Sidewalk Sale. Permit Fees

Montrose/Kedzie Chamber Of Commerce.

Ordered, That the Department of Revenue of the City of Chicago waive the permit fees for the Montrose/Kedzie Chamber of Commerce Sidewalk Sale, to be held on North Kedzie Avenue, from West Wilson Avenue to West Berteau Avenue, and on West Montrose Avenue, from North Kedzie Avenue to North California Avenue, on July 9 and 10, 1994, from 10:00 A.M. to 6:00 P.M..

Street Closing Permit Fees.

Saint Williams Parish Summerfest.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the Street Closing Permit fee for a summerfest to be conducted on West Wrightwood Avenue, from North Nordica Avenue to North Newland Avenue, for the period of August 22, through August 29, 1994 (sponsored by Saint Williams Parish, 2600 North Sayre Avenue).

20th Ward Neighborhood Sports Program.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Street Closing Permit fees in conjunction with the 20th Ward Neighborhood Sports Program, to be conducted by the 20th Ward, Edward Powell, Vice Chairman, from August 3, 1994 to August 7, 1994, during the hours of 10:00 A.M. to 12:00 Midnight.

Miscellaneous Fees.

Puerto Rican Parade Committee.

Ordered, That the Department of Revenue is hereby authorized and directed to waive all license and permit fees for the Puerto Rican Parade Committee, a not-for-profit organization, in conjunction with the "Puerto Rican Marathon" to be held on Sunday, July 24, 1994.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Chicago Boys Club 2950 West 25th Street	P1-400873 (Fuel Burn. Equip.)	$273.00
The Latin School of Chicago (various locations)	B3-400974 (Pub. Place of Assemb.)	46.00
	P1-401381 (Fuel Burn. Equip.)	39.00
	P1-401593 (Fuel Burn. Equip.)	254.00
	P1-401733 (Fuel Burn. Equip.)	431.00
Medhab/Schwab Rehabilitation Center 1401 South California Avenue	F5-400319 (Elec. Conduits)	750.00
Northwestern Memorial Hospital (various locations)	P1-402263 (Fuel Burn. Equip.)	157.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-402378 (Fuel Burn. Equip.)	$255.00
Northwestern University (various locations)	A1-304567 (Elev.)	225.00
	F4-401281 (Mech. Vent.)	40.00
	P1-304030 (Fuel Burn. Equip.)	39.00
	P1-305034 (Fuel Burn. Equip.)	39.00
	P1-306224 (Fuel Burn. Equip.)	39.00
	P1-402556 (Fuel Burn. Equip.)	644.00
	R1-307427 (Drwy.)	136.00
	R1-316540 (Drwy.)	68.00
	Invoice Number 93840000299 (Sign)	40.00
	Invoice Number 93840012174 (Sign)	555.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	F4-402341 (Mech. Vent.)	456.00
	P1-402686 (Fuel Burn. Equip.)	519.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Schwab Rehabilitation and Care Network (various locations)	P1-400441 (Fuel Burn. Equip.)	$ 313.00
	P1-400454 (Fuel Burn. Equip.)	138.00
Louis Weiss Memorial Hospital 4646 North Marine Drive	P1-402674 (Fuel Burn. Equip.)	1,391.00

AUTHORIZATION FOR CANCELLATION OF INSTALLATION FEE FOR TRAFFIC SIGNS AT LORETTO HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the City Comptroller to cancel the installation fee for "No Parking -- Loading Zone" signs charged to Loretto Hospital, 645 North Central Avenue, in the amount of $755.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel the installation fee for "No Parking -- Loading Zone" signs, charged to Loretto Hospital, 645 North Central Avenue, in the amount of $755.00.

AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHTS AND/OR STREETLIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration five (5) orders authorizing the installation of alley/street lights at specified locations presented by:

Alderman Steele	8320 South Calumet Avenue;
Alderman Buchanan	East 91st Street, East 92nd Street, South Exchange Avenue and South Commercial Avenue;

South Torrence Avenue, from East 112th Street to East 113th Street;

Alderman Burrell — 5222 West Monroe Street; and

Alderman Stone — 2828 West Pratt Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

8320 South Calumet Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 8320 South Calumet Avenue.

Area Bounded By East 91st Street, East 92nd Street, South Exchange Avenue And South Commercial Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of additional street and alleylights in the area bounded by East 91st Street, East 92nd Street, South Exchange Avenue and South Commercial Avenue.

South Torrence Avenue, From East 112th Street To East 113th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of increased lighting in the area of South Torrence Avenue, from East 112th Street to East 113th Street.

5222 West Monroe Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 5222 West Monroe Street.

2828 West Pratt Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 2828 West Pratt Avenue.

EXEMPTION OF 9100 SOUTH BURNSIDE BLOCK CLUB FROM PAYMENT OF ELECTRICAL FEES FOR INSTALLATION OF RESIDENTIAL POSTLIGHTS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Steele authorizing the exemption of the 9100 South Burnside Block Club from payment of electrical fees for the installation of residential postlights, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 14-12-270 of the Municipal Code of Chicago, the 9100 South Burnside Block Club is hereby exempted from the payment of electrical fees for the installation of residential postlights in the front of the premises on both sides of the street.

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

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders referred to in this order printed on pages 54124 through 54130 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical

(Continued on page 54131)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	3358.00
ALLEN	MARK	POLICE OFFICER	FIFTEENTH DISTRICT	2/17/94	443.00
ANDERSON	EDGAR	POLICE OFFICER	THIRD DISTRICT	11/02/93	601.00
ANTHONY	FREDERICK	POLICE OFFICER	SEVENTH DISTRICT	9/18/93	60.00
ASSAF	MAJED	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/94	220.80
BAKER	AVIS	POLICE OFFICER	NINTH DISTRICT	2/28/94	2203.00
BERRY	LEON	POLICE OFFICER	FOURTEENTH DISTRICT	3/05/94	180.00
BRAIN	KAREN A	POLICE OFFICER	EIGHTH DISTRICT	11/18/93	20676.67
BULAVA	GARY	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	657.00
CHEVALIER	MICHAEL T	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/94	111.60
CLARK	ROBERT W	POLICE OFFICER	SIXTEENTH DISTRICT	12/10/93	76.05
COMITO	JAMES	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	10/16/89	275.00
COOPER	LORI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/27/94	723.00
CORCORAN	TIMOTHY J	POLICE OFFICER	MOUNTED UNIT	1/19/94	4349.00
COURTNEY	JAMES A	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/30/94	1057.40
CULLINAN	TIMOTHY J	POLICE OFFICER	SIXTH DISTRICT	9/06/93	18.00
DAVIS	MICHAEL	POLICE OFFICER	SEVENTH DISTRICT	1/22/94	1030.00
DERAEDT	CRAIG A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/09/92	49.00
EGAN	MICHAEL P	POLICE OFFICER	UNKNOWN	3/20/91	88.40
ELLIS	ROBERT	POLICE OFFICER	EIGHTH DISTRICT	1/13/94	706.50
FASONE	WARREN W	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/14/94	11786.78
FISCHER	JOHN W	POLICE OFFICER	FIRST DISTRICT	2/17/94	860.00
FLANAGAN	NORMAN	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	2/16/94	201.00
FLOOD	THOMAS J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S	2/19/94	26.50
FUNDAREK	TIMOTHY J	POLICE OFFICER	NINTH DISTRICT	5/26/93	280.00
GREVE	TIMOTHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/17/94	381.35
HANSEN	EDWARD J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/09/91	472.00
HARTMANN	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	1/13/94	5483.97
HORNOWSKI	CHESTER	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/93	125.00
HOWE	MAUREEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/15/93	108.00
HOWE	RAYMOND J	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/18/93	70.00
HOWELL	DELBERT	POLICE OFFICER	THIRD DISTRICT	7/02/90	1409.25
JACKSON	PRENTISS E	POLICE OFFICER	TENTH DISTRICT	1/24/94	196.00
JUAREZ	TONI	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/14/94	654.50
KAUFMANN	CHARLES A	POLICE OFFICER	SIXTH DISTRICT	2/09/94	587.50
KELL	MARY ELIZABETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/05/93	28.00
KELLY	DANIEL P	POLICE OFFICER	THIRTEENTH DISTRICT	3/30/94	433.25
KROK	KENNETH M	POLICE OFFICER	NINTH DISTRICT	3/02/94	466.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/05/94	7925.37
LIZCANO-ENRIQUE	HENRY	POLICE OFFICER	FOURTH DISTRICT	1/12/94	13114.70
LUCKETT	ROBERT L	POLICE OFFICER	ELEVENTH DISTRICT	12/29/93	27.00
MADERAK	DENNIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/07/92	865.40
MALUCHNIK	VICTORIA J	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/93	56.00
MARTIRE	MICHAEL J	POLICE OFFICER	FIRST DISTRICT	2/18/94	808.00
MATTHEWS	RONALD	POLICE OFFICER	NINETEENTH DISTRICT	8/23/93	35.00
MCSHARRY	THOMAS H	POLICE OFFICER	TWENTIETH DISTRICT	1/09/94	372.25
MCSWEENEY	ROBERT J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/05/94	350.00
MEACHUM	GERALD	POLICE OFFICER	SIXTH DISTRICT	10/05/91	125.00
MILLER	RENEE	POLICE OFFICER	SIXTH DISTRICT	3/08/94	368.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NEUMANN	JOHN A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/28/92	206.00
NOWAK	DENNIS F	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/94	917.40
NUNEZ	JESUS A	POLICE OFFICER	ELEVENTH DISTRICT	3/14/94	2704.00
PONNE	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	1/31/94	589.00
RODRIGUEZ	JESSE	POLICE OFFICER	TWELFTH DISTRICT	7/06/90	487 67
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	438.00
SCOTT	FREDERICK F	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/93	537.00
SCOTT	WILLIE R	POLICE OFFICER	FIFTEENTH DISTRICT	8/09/93	35.00
SEBRING	JOSEPH	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	11/15/93	70.00
SINENI	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/11/94	2073.80
STUMP	WILLIAM G	POLICE OFFICER	NARCOTICS SECTION	11/19/93	2300.00
SULLIVAN	DANIEL J	POLICE OFFICER	PUBLIC TRANSPORTATION M T S	2/09/94	194 00
SUTTER	FRANCIS J	POLICE OFFICER	SEVENTH DISTRICT	12/28/93	6207.55
TAYLOR	KEVIN G	POLICE OFFICER	NINETEENTH DISTRICT	7/05/93	168 00
TEDESCO	JOHN R	POLICE OFFICER	TWELFTH DISTRICT	2/10/94	1134.50
TINERELLA	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	3/22/92	693.00
VASQUEZ	LOUIS A	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	2/14/94	216 00
VICARI	RAYMOND F	POLICE OFFICER	TWELFTH DISTRICT	2/15/94	2592 00
WENDT	ALBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/17/93	1411 12
WESTON	ROBERT A	POLICE OFFICER	EIGHTEENTH DISTRICT	1/18/94	253 80
WHEELER	ROBERT D	POLICE OFFICER	THIRD DISTRICT	4/13/93	28.00
WILLIAMS	JOSEPH M	POLICE OFFICER	ELEVENTH DISTRICT	8/26/93	1179 90
WILLIAMS	KEVIN	POLICE OFFICER	FIFTH DISTRICT	7/09/93	215.00
ZAWADA	RICHARD A	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/94	583 00
ZBIERALSKI	RALPH	POLICE OFFICER	FIRST DISTRICT	5/31/93	61.00
ALATORRE	JAIME	CAPTAIN	TRUCK 59	4/05/94	178 29
ALVINOVICH	JOHN	LIEUTENANT	ENGINE COMPANY 23	12/12/93	2957.00
AMELIANOVICH	STEPHEN	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	3/10/94	459 00
ANGELINI	JOHN	FIREFIGHTER	ENGINE COMPANY 83	2/28/94	371.47
ANOMAN	LARRY	FIREFIGHTER	ENGINE COMPANY 46	4/01/94	824.11
ANOMAN	LARRY	FIREFIGHTER	ENGINE COMPANY 46	1/22/94	1858.92
ARROYO	CHRISTOPHER	FIREFIGHTER	ENGINE COMPANY 126	3/20/94	299 90
BAES	PAUL	FIREFIGHTER	ENGINE COMPANY 88	3/21/94	478.12
BARRIENTOS	PETER	PARAMEDIC	AMBULANCE 13	3/20/94	208.15
BAUER	BRIAN	FIREFIGHTER	ENGINE COMPANY 54	1/12/94	377 00
BELLAIR	WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	66.00
BLACKAMORE	DWAYNE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	3/07/94	141.00
BOWIE	MORRIS	LIEUTENANT	UNKNOWN	2/28/94	493.00
BRASWELL	KEVIN	FIREFIGHTER	ENGINE COMPANY 82	3/19/94	234.22
BREAUX	DANIEL	PARAMEDIC	AMBULANCE 47	2/17/94	25.00
BREITFUSS	CARL	FIREFIGHTER	SQUAD 1	1/26/94	535.60
BRITTON	T C	FIREFIGHTER	ENGINE COMPANY 97	2/07/94	1531.28
BROWN	DOLLY	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/04/94	374 00
BRUNO	KIRBY	FIREFIGHTER	ENGINE COMPANY 107	3/10/94	463.00
BRYANT	PETER	FIREFIGHTER	ENGINE COMPANY 19	3/10/94	196 50
BUCKHALTER	GARY	FIREFIGHTER	TRUCK 30	2/16/94	211.50
BURGER	ARTHUR	FIREFIGHTER	UNKNOWN	2/11/93	2027.00
BURKE	DONALD	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	17572.05
BUSH	CHARLES	FIREFIGHTER	ENGINE COMPANY 72	4/06/94	756 74

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAHILL	DENNIS	FIREFIGHTER	TRUCK 49	3/17/94	279.93
CALES	DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	170.00
CARASOTTI	MICHAEL	FIREFIGHTER	TRUCK 36	3/31/94	167.00
CARROLL	WILLIAM	PARAMEDIC	AMBULANCE 7	3/22/94	610.70
CATLIN	ARTHUR V	FIREFIGHTER	ENGINE COMPANY 72	3/23/94	3346.40
CAVALIGOS	NICHOLAS	FIREFIGHTER	TRUCK 14	4/17/94	354.00
CHAMBERS	DOREEN	PARAMEDIC	AMBULANCE 27	4/10/94	146.70
CHAPMAN	MARTINEZ	FIREFIGHTER	TRUCK 11	3/13/94	705.35
CHISESI	VINCENT J	PARAMEDIC	AMBULANCE 4	3/25/94	393.25
CHYCHULA	DAWN MARIE	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	2/02/94	577.60
CNOTA	FRED A	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	3/19/94	350.95
COLLINS	WILLIAM	FIREFIGHTER	TRUCK 35	2/03/91	128.00
COLON	PATRICIA	PARAMEDIC	AMBULANCE 39	4/07/94	3260.34
COLWELL	JAMES	PARAMEDIC	AMBULANCE 29	3/16/94	183.95
COLWELL	THOMAS	PARAMEDIC	AMBULANCE 14	3/21/94	317.00
CONFORTI	PATRICK	FIREFIGHTER	ENGINE COMPANY 71	4/07/94	318.51
CORDT	ROBERT	PARAMEDIC	AMBULANCE 15	2/16/94	745.73
COX	LEO J	CAPTAIN	DISTRICT RELIEF 2	7/15/93	132.00
COYNE	ROBERT	ENGINEER	ENGINE COMPANY 109	2/10/94	131.85
CROWE	CHARLES	LIEUTENANT	TRUCK 30	2/03/94	83.50
CZERWIONKA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 43	3/30/94	184.60
DAFFIN	ALPHONSO	FIREFIGHTER	ENGINE COMPANY 26	1/27/94	3164.00
DEENIHAN	BRIAN	FIREFIGHTER	TRUCK 30	11/17/93	4697.00
DIETZ	STEVEN	FIREFIGHTER	ENGINE COMPANY 7	3/14/92	70.00
DIORIO	RICHARD	FIREFIGHTER	ENGINE COMPANY 104	3/19/94	675.81
DONATELLI	RONALD	LIEUTENANT	TRUCK 38	3/21/94	12854.94
DOW	DAWN	PARAMEDIC	AMBULANCE 10	3/04/94	885.50
DOW	DAWN	PARAMEDIC	AMBULANCE 10	4/08/94	548.00
DUNN-MALLALLY	CHRIS	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/16/94	307.25
DWYER	JAMES	LIEUTENANT	TRUCK 51	11/24/93	1556.72
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	1605.00
EASTMAN-LEON	JUNELLEN	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	4/03/94	579.00
ENGELHARDT	DONALD	ENGINEER	ENGINE COMPANY 54	4/23/94	187.10
ENRIGHT	JOHN P	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/28/94	55.00
ERBAN	GREGORY	PARAMEDIC	UNKNOWN	7/16/93	151.42
ERVIN	RICHARD	FIREFIGHTER	ENGINE COMPANY 129	3/26/94	471.73
ESPINOSA	VINICIO	FIREFIGHTER	TRUCK 2	3/24/94	301.70
ETHELL	MARK	FIREFIGHTER	ENGINE COMPANY 50	1/18/94	362.30
FAULKNER	JEFFREY	FIREFIGHTER	TRUCK 41	6/23/93	20.00
FAULKNER	JEFFREY	FIREFIGHTER	TRUCK 41	10/26/93	20.00
FEW	CRAIG	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/18/94	1028.12
FINN	JOHN P	LIEUTENANT	TRUCK 15	8/14/93	2019.10
FITZGIBBON	JAMES	PARAMEDIC	UNKNOWN	4/04/94	220.50
FORNEY	KEVIN	PARAMEDIC	AMBULANCE 8	3/23/94	176.50
GALVIN	MICHAEL	PARAMEDIC	AMBULANCE 19	4/21/94	398.00
GARCIA	JESUS	PARAMEDIC	AMBULANCE 14	9/02/93	25.00
GARCIA	PEDRO	PARAMEDIC	UNKNOWN	1/13/94	147.00
GARITI	JOHN	FIREFIGHTER	SQUAD 4	1/25/94	245.00
GARSWICK	TOM	PARAMEDIC	AMBULANCE 10	1/28/94	422.10

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GIBLIN	CATHERINE	PARAMEDIC	AMBULANCE 33	2/10/94	267 00
GLEASON	LEO	LIEUTENANT	DISTRICT RELIEF 5	1/17/94	601.20
GLENN	CURTIS	FIREFIGHTER	TRUCK 17	3/30/94	221 04
GRUBER	RANDY	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	4/06/94	446.25
GUIDRY	EDWARD	FIREFIGHTER	ENGINE COMPANY 93	1/18/94	1804 00
HAGUE	MICHAEL	PARAMEDIC	UNKNOWN	2/23/94	905.19
HAIN	ROGER	FIREFIGHTER	ENGINE COMPANY 56	9/26/93	392 10
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	7385 07
HANNON	PATRICK	FIREFIGHTER	TRUCK 17	1/18/94	63 00
HANSEN	PETER	FIREFIGHTER	ENGINE COMPANY 109	3/17/94	1811 40
HARRIS	ARTHUR	FIREFIGHTER	ENGINE COMPANY 14	2/24/94	721.50
HARTSELL	GEORGE	CAPTAIN	DISTRICT RELIEF 1	3/21/85	32 00
HARVEY	ALBERT	FIREFIGHTER	ENGINE COMPANY 44	4/06/94	254.00
HENDERSON	MICHAEL	FIREFIGHTER	ENGINE COMPANY 14	3/24/94	762.50
HERLING	TIMOTHY	FIREFIGHTER	TRUCK 35	3/01/94	284 19
HILL	MICHAEL	LIEUTENANT	DISTRICT RELIEF 5	10/06/92	318.00
HOFFNER	JOSEPH	ENGINEER	DISTRICT RELIEF 1	3/21/94	696.08
HOHENSTEIN	THOMAS	LIEUTENANT	UNKNOWN	3/13/94	1021.27
HOLTZ	JAMES	FIREFIGHTER	TRUCK 32	2/05/94	144 90
HOVANEC	DAVID	FIREFIGHTER	UNKNOWN	2/10/94	119 79
HRECZANY	MARK	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	3/09/94	354 91
HUGEL	HENRY	PARAMEDIC	UNKNOWN	4/29/94	268 50
HUMPHRIES	CURTIS	FIREFIGHTER	ENGINE COMPANY 129	3/26/94	177 93
HUMPHRIES	CURTIS	FIREFIGHTER	ENGINE COMPANY 129	4/21/94	270 42
JACKSON	JESSE	FIREFIGHTER	ENGINE COMPANY 93	4/27/94	258 50
JAMES	RONALD	FIREFIGHTER	BATTALION 11	1/18/94	666 22
JENNINGS	JAMES	LIEUTENANT	ENGINE COMPANY 116	2/01/94	3021 10
JONES	JAMES D	ENGINEER	ENGINE COMPANY 82	3/05/94	199 62
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 9	3/28/94	155 21
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 9	4/27/94	159 84
KNIGHTLY	KEVIN	FIREFIGHTER	ENGINE COMPANY 107	9/29/93	587 00
KOCHNIARCZYK	MICHELLE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/30/94	498 00
KOWALSKI	LEE	FIREFIGHTER	TRUCK 16	4/01/94	1696 17
LARAMORE	KIMBERLY J	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/18/94	202 50
LAUER	ALBERT	FIREFIGHTER	ENGINE COMPANY 56	4/16/94	567 08
LENO	DAVID	FIREFIGHTER	TRUCK 14	3/22/94	247 00
LEVIN	RICHARD	PARAMEDIC	UNKNOWN	1/24/94	1539 00
LOPER	DAVID	FIREFIGHTER	TRUCK 35	2/28/94	295.00
LOPEZ	JOHN	FIREFIGHTER	TRUCK 13	11/24/93	125 00
LUCAS	ROBERT	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	4/03/94	180.67
LUCHESI	JAMES	ENGINEER	DISTRICT RELIEF 2	3/23/94	165.00
LUNZ	THOMAS	FIREFIGHTER	ENGINE COMPANY 38	3/26/94	346 37
LYMAN	GLEN P	FIREFIGHTER	SQUAD 5	7/12/93	133 10
LYNCH	RICHARD	PARAMEDIC	ENGINE COMPANY 110	7/24/93	25.00
LYNCH	RICHARD	FIREFIGHTER	ENGINE COMPANY 110	3/14/94	240 30
MAGLIANO	THOMAS	LIEUTENANT	DISTRICT RELIEF 1	10/27/93	1048.50
MATTHEWS	RICKY	FIREFIGHTER	ENGINE COMPANY 107	2/03/94	74 70
MCANDREW	JOHN	FIREFIGHTER	TRUCK 36	1/19/94	148 00
MCCORMICK	JAMES	LIEUTENANT	TRUCK 2	12/20/93	3255 00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCNALLY	JAMES	ENGINEER	DISTRICT RELIEF 5	3/25/94	404.20
MCVARDY	JAMES	LIEUTENANT	ENGINE COMPANY 129	3/26/94	202 50
MEYER	JOHN	FIREFIGHTER	TRUCK 60	1/29/94	8814.89
MIULLI	FRANK	PARAMEDIC	AMBULANCE 16	7/20/93	2527.50
MOORE	KENNETH	PARAMEDIC	AMBULANCE 5	3/09/94	404.00
MORIARITY	JOHN	FIREFIGHTER	TRUCK 45	2/15/94	1569 53
MORRIS	GREGORY	PARAMEDIC	AMBULANCE 38	11/04/93	2230 00
MUHAMMAD	QAE-DAH	PARAMEDIC	AMBULANCE 45	7/17/93	1403.50
MULLALLY	DENNIS	PARAMEDIC	AMBULANCE 34	1/20/94	1358 30
MULLENHOFF	ALFRED	PARAMEDIC	AMBULANCE 27	1/27/94	2131 45
MULROE	THOMAS	PARAMEDIC	AMBULANCE 45	12/30/93	9126.25
MURPHY	TERENCE	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	631 39
NEARY	JAMES	ENGINEER	UNKNOWN	3/10/94	5430.07
NITAHARA	CHERYL	PARAMEDIC	TRUCK 41	10/24/91	400 00
NORRIS	MICHAEL	FIREFIGHTER	TRUCK 7	11/09/93	3362 80
NUGENT	ROBERT	FIREFIGHTER	TRUCK 45	12/19/92	84 60
O'SHEA	NICHOLAS	FIREFIGHTER	ENGINE COMPANY 70	3/16/94	207 77
OBOIKOVITZ	JAMES	LIEUTENANT	TRUCK 14	3/01/94	238 19
ODONNELL	PAUL	PARAMEDIC	AMBULANCE 4	1/09/94	2030.00
OMALLEY	JOHN	FIREFIGHTER	TRUCK 51	3/23/94	398.00
OMALLEY	STEPHEN	FIREFIGHTER	ENGINE COMPANY 109	11/30/93	4091 76
OSEPEK	PHILIP	PARAMEDIC	AMBULANCE 33	4/10/94	146.70
PAGE	GERALD	CAPTAIN	BATTALION 22	2/01/94	70 00
PARKER	JOHNNY	LIEUTENANT	ENGINE COMPANY 73	4/07/94	208 75
PASCALO	JAMES	FIREFIGHTER	TRUCK 7	1/26/94	335.00
PATRICELLI	MARC	FIREFIGHTER	ENGINE COMPANY 78	2/18/94	26 00
PAULINO	WILLIAM	FIREFIGHTER	TRUCK 9	3/14/94	1504 17
PEOPLES	BENJAMIN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	11/29/93	526 50
PHALIN	PAUL	PARAMEDIC	AMBULANCE 42	4/04/94	388 11
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	53 90
PILLON	ROBERT	FIREFIGHTER	TRUCK 17	6/14/93	331 00
PILLON	ROBERT	FIREFIGHTER	TRUCK 17	3/29/94	169 95
PIWINSKI	LINDA	PARAMEDIC	AMBULANCE 48	1/28/94	30 00
POLAND	THOMAS	LIEUTENANT	ENGINE COMPANY 84	4/26/94	4235 80
PORRAS	RAUL	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	4/02/94	293 00
PORTER	JEFF	FIREFIGHTER	TRUCK 36	10/21/93	155 00
POWELL	JAMES	FIREFIGHTER	TRUCK 37	4/06/94	123 30
PRAZUCH	DAVID	FIREFIGHTER	TRUCK 35	3/22/94	192.00
PRO-PROTOLIPAC	KENNETH	FIREFIGHTER	ENGINE COMPANY 101	3/08/94	283 94
PUGH	ARNELL	FIREFIGHTER	TRUCK 58	1/14/92	115.24
PUGH	DONALD	FIREFIGHTER	ENGINE COMPANY 100	1/30/93	253 80
RATCLIFFE	SHERRY	FIREFIGHTER	ENGINE COMPANY 121	11/30/93	1333.90
RAY	ERNEST	FIREFIGHTER	TRUCK 32	4/06/94	327 00
REYES	RAUL	FIREFIGHTER	ENGINE COMPANY 7	3/12/94	412 70
RHOADES	RONDALEA	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	10/07/93	99 00
RHODES	CHARLES	ENGINEER	DISTRICT RELIEF 2	12/10/93	25 00
RICHARDS	JOHN	FIREFIGHTER	TRUCK 13	4/30/94	1315 00
RIVERA	ERNESTO	FIREFIGHTER	UNKNOWN	11/20/89	255 00
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	4/06/94	469 00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROCCASALVA	JOSEPH	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	4/06/94	278 75
RODRIGUEZ	VICTOR	FIREFIGHTER	TRUCK 33	3/23/94	11508.56
ROWAN	DAVID	FIREFIGHTER	TRUCK 27	2/14/94	452.15
RYAN	JOHN	LIEUTENANT	TRUCK 16	12/16/89	18005.22
RYAN	MICHAEL	CAPTAIN	BATTALION 8	10/31/93	161 00
SANTUCCI	JOSEPH	FIREFIGHTER	ENGINE COMPANY 78	10/27/93	1822.60
SASSANA	MICHAEL	PARAMEDIC	AMBULANCE 16	2/07/94	347 42
SCHNATTERBECK	MARTIN	PARAMEDIC	AMBULANCE 23	4/15/94	201 00
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	4/05/93	2407 27
SHANNON	CATHERINE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	3/02/94	284.30
SHEEHAN	DANIEL T	LIEUTENANT	TRUCK 51	4/19/94	109 75
SHELBY	KURT	FIREFIGHTER	TRUCK 21	10/07/93	3908.00
SHELTON	JEROME	LIEUTENANT	TRUCK 40	4/07/94	586 95
SIMMONS	DONALD	LIEUTENANT	FIRE PREVENTION	3/10/94	74 00
SKORACZEWSKI-LOUGHNEY	MAUREEN E	PARAMEDIC	AMBULANCE 18	1/11/94	470 50
SMAGACZ	FRANK	PARAMEDIC	AMBULANCE 41	3/04/94	165 00
SMITH	PAUL	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	3/03/94	153 80
SMITH	ROBERT J	CAPTAIN	ENGINE COMPANY 7	4/09/94	432 72
SOLIS	SANTIAGO	FIREFIGHTER	ENGINE COMPANY 26	3/13/94	105 00
SOMMER	DEBORAH	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	2/24/93	125 00
SOPKO	ANDREW	FIREFIGHTER	TRUCK 28	3/09/94	83 00
SPANGELO	MICHAEL	FIREFIGHTER	ENGINE COMPANY 47	11/21/93	160.20
STEELE	TERENCE	FIREFIGHTER	ENGINE COMPANY 15	3/28/94	851 18
STINNETT	GREGORY	PARAMEDIC	UNKNOWN	4/09/94	130 80
STRUTZ	RUSSELL	PARAMEDIC	AMBULANCE 7	4/24/94	170.10
SWEENEY	EDWARD	FIREFIGHTER	ENGINE COMPANY 15	9/19/93	60 00
TANABE	MARK	PARAMEDIC	AMBULANCE 41	4/16/94	563 00
TAYLOR	RONALD	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/19/94	186.50
TEBBENS	JOHN	FIREFIGHTER	TRUCK 3	4/11/94	176.40
TEUFEL	LINDA	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	1/07/91	42.00
THOMAS	DAVID	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	12/12/92	95 00
THOMAS	DAVID	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	3/04/94	165.00
TIENDA	SLYVIA	PARAMEDIC	AMBULANCE 8	1/29/94	491.00
TOKARZ	DALE	PARAMEDIC	AMBULANCE 33	1/18/94	90 09
TOKARZ	DALE	PARAMEDIC	AMBULANCE 33	4/18/94	314.00
TORRES	ROBERT	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	3/28/94	5279.70
TORRISE	DANIEL	FIREFIGHTER	SQUAD 1	3/26/94	95 40
TRAMIL	ANTHONY	FIREFIGHTER	TRUCK 40	4/09/94	407 80
TREVINO	JAMES	FIREFIGHTER	ENGINE COMPANY 108	3/12/94	382.35
TRIPAM	ALFRED	FIREFIGHTER	TRUCK 45	3/01/94	966.30
TROTT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 11	3/10/93	634.00
TULLY	EDWARD	CAPTAIN	ENGINE COMPANY 76	4/24/94	119.75
VACALA	MICHAEL	FIREFIGHTER	TRUCK 28	3/07/94	247 50
VANDORP	JOHN	LIEUTENANT	ENGINE COMPANY 44	11/20/90	143 00
VANHORN	TODD	FIREFIGHTER	ENGINE COMPANY 14	3/31/94	382 00
VAZQUEZ	ANGEL	PARAMEDIC	AMBULANCE 9	12/10/93	27.00
VAZQUEZ	ANGEL	PARAMEDIC	AMBULANCE 9	3/28/94	202 21
VEGA	PEDRO	FIREFIGHTER	ENGINE COMPANY 57	6/16/93	23.00
WAGNER	RICHARD	FIREFIGHTER	ENGINE COMPANY 60	2/13/94	874 00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WALSH	JOHN	PARAMEDIC	AMBULANCE 36	3/27/94	305.50
WALTERS	DENNIS	FIREFIGHTER	TRUCK 48	3/20/94	396.00
WARD	THOMAS	PARAMEDIC	RESEARCH & PLANNING	1/29/94	41.00
WEIGAND	JOHN	FIREFIGHTER	ENGINE COMPANY 89	8/15/93	595.88
WHALEN	PATRICK	FIREFIGHTER	TRUCK 21	3/06/94	45.90
WILDER	LARRY	LIEUTENANT	ENGINE COMPANY 93	8/25/93	138.00
WILEY	DAVID	FIREFIGHTER	ENGINE COMPANY 82	4/24/94	491.84
WILLIAMS	JERRY	FIREFIGHTER	ENGINE COMPANY 98	1/19/94	959.50
WILSON	DAVID	FIREFIGHTER	TRUCK 24	12/01/92	110.00
WITKUS-LABEDZ	MICHELE	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	4/24/94	156.36
WOOD	PETER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	12/04/93	345.40
WOZNIAK	STANLEY	FIREFIGHTER	TRUCK 36	1/25/94	4575.52
YORK	DONALD B	FIREFIGHTER	TRUCK 40	12/04/93	405.00
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87	142.80
ZUBIK	DAVID	FIREFIGHTER	ENGINE COMPANY 23	11/20/89	658.00

(Continued from page 54123)

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 referred to in this order printed on pages 54132 through 54133 of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

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.

(Continued on page 54134)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADRIAN	CHERI A	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/93	1161.00
ALLEN	PERCY J	POLICE OFFICER	SIXTH DISTRICT	1/06/94	506.00
BALL	RONALD J	POLICE OFFICER	SEVENTH DISTRICT	1/31/94	2582.25
BARRY-FINCH	MELISSA E	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/06/94	267.75
BRENNAN	MICHAEL T	POLICE OFFICER	FIRST DISTRICT	7/28/90	1035.00
BRESNAHAN	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	12/03/93	686.00
BROUSSARD	PATRICIA	POLICE OFFICER	THIRD DISTRICT	10/10/93	26.00
BURTON	CRAIG E	POLICE OFFICER	THIRD DISTRICT	1/01/86	6733.00
CZYGRYN	ROMAN C	POLICE OFFICER	FOURTEENTH DISTRICT	12/05/93	677.40
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	2975.56
DEVITO	MICHAEL J	POLICE OFFICER	FIRST DISTRICT	4/08/93	328.00
DIAZ	ANTONIO	POLICE OFFICER	TENTH DISTRICT	8/25/93	1866.12
DREW	ALFONZO	POLICE OFFICER	THIRD DISTRICT	11/12/93	3148.60
EVERETT	DANIEL K	POLICE OFFICER	YOUTH DIVISION AREA FOUR	1/20/94	1808.90
FRANCO-DELRASO	LUCIA E	POLICE OFFICER	TENTH DISTRICT	2/06/94	12432.67
GONZALES	AUGUSTINA M	POLICE OFFICER	FOURTEENTH DISTRICT	1/09/94	4173.40
GRANEY	JOHN V	POLICE OFFICER	TWENTIETH DISTRICT	3/06/94	3851.05
GREENWOOD	LEE	POLICE OFFICER	SIXTH DISTRICT	3/26/94	605.00
HARRIS	DALE	POLICE OFFICER	THIRD DISTRICT	11/12/93	7444.72
HARVEY	MICHAEL W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/27/93	236.50
KING	ALFRED J	POLICE OFFICER	EIGHTEENTH DISTRICT	11/12/93	288.00
KOFRON	GERALDINE E	POLICE OFFICER	EIGHTH DISTRICT	12/11/93	371.90
KRUGER	IRENE H	POLICE OFFICER	FIFTEENTH DISTRICT	2/09/92	259.39
LEONARD	ALLEN	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/10/93	2041.50
MAYSONET	JORGE	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/94	9434.20
MCGUIRE	JOSEPH P	POLICE OFFICER	TENTH DISTRICT	12/28/93	450.00
MEDINA	DEBI	POLICE OFFICER	NARCOTICS SECTION	1/12/94	675.50
MILLER	STEVEN W	POLICE OFFICER	THIRTEENTH DISTRICT	10/29/93	120.00
MULLIGAN	NANCY J	POLICE OFFICER	EIGHTH DISTRICT	1/23/94	297.95
NICHOLS	JAMES	POLICE OFFICER	SIXTH DISTRICT	1/06/94	408.85
OZOG	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	1/01/94	343.57
POE	CHARLES	POLICE OFFICER	TENTH DISTRICT	1/16/94	701.64
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	3/24/94	811.00
POWERS	DANIEL J	POLICE OFFICER	EIGHTH DISTRICT	11/26/93	458.92
RESCHKE	HERBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/31/94	1713.83
ROTHGEB	HARLAN E	POLICE OFFICER	AUTO THEFT SECTION	2/01/94	19909.71
STEVENS	WILLIAM M	POLICE OFFICER	UNKNOWN	1/03/94	409.95
TROCHE	RANDY D	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	50.00
WASIK	PHILIP G	POLICE OFFICER	EIGHTH DISTRICT	1/23/94	624.10
WENDT	ALBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/06/94	1889.82
WILSON	MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	11/17/93	14272.72
AMBROSE	CHRISTOPHER M	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS	2/25/94	1100.10
GREWE	PAUL	PARAMEDIC	AMBULANCE 17	4/26/94	329.15
GUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/91	470.00
HARRIS	DENNIS	FIREFIGHTER	TRUCK 15	1/31/89	1662.77
IMBURGIA	MICHAEL	FIREFIGHTER	TRUCK 14	12/18/93	415.00
KACZKA	SCOTT	FIREFIGHTER	FIRE PREVENTION	4/13/94	522.90
KILLEEN	JOHN	FIREFIGHTER	TRUCK 40	12/30/83	132.00
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	260.58

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/03/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MURRY GLENN	PARAMEDIC	AMBULANCE 34	11/11/92	55.00
ROSE HENRY	PARAMEDIC	AMBULANCE 26	6/27/93	1000.00
SANGARI SABRINA	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	2/19/94	633.00

(Continued from page 54131)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Aviation:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Jose DeJesus 2611 West Logan Boulevard Chicago, Illinois 60647	4/20/94 2323 North Kedzie Boulevard	$508.00 150.00*

* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Margaret Merikas 39 East Division Street Chicago, Illinois 60610	9/29/93 39 East Division Street	$725.00

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Kori Ann Levos Apartment 2 2042 West Armitage Avenue Chicago, Illinois 60647	10/4/92 West Wisconsin Street and North Sedgwick Street	$975.00 25.00*

Damage To Vehicle.

Department Of Public Works:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Larry Johnson and Allstate Insurance Co. Cl. 2701371862 P.O. Box 1027 Skokie, Illinois 60076	11/13/91 (1990 Chevrolet Caprice -- street under construction at 4659 South Drexel Boulevard)	$635.00 50.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Walter G. Rogner 1448 West Olive Avenue Chicago, Illinois 60660	11/19/92 1415 West Bryn Mawr Avenue	$350.00

Damage To Property.

Department Of Revenue:
Account No. 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Greg Debski 20841 South Wolf Road Mokena, Illinois 60448	11/8/91 Refund for exam	$95.00

Damage To Vehicle.

Department Of Sewers:
Account No. 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Douglas Appling and Allstate Insurance Company P.O. Box 1027 Skokie, Illinois 60076	8/25/92 1934 East 68th Street	$277.00 220.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Rose Ann Cook 11657 South Peoria Street Chicago, Illinois 60643	4/20/93 West 114th Street and South Halsted Street	$ 975.00
John Hansen and SAFECO Insurance Company Cl. 24A911931589 Suite 110 2800 West Higgins Hoffman Estates, Illinois 60195	7/11/91 1400 West Wrightwood Avenue	1,500.00
Bill Harris 321 West 16th Place Chicago Heights, Illinois 60411	1/28/93 West 87th Street and South Eggleston Avenue	450.00 50.00*
Darren R. Honda and State Farm Insurance Cl. 13-4529-370 1630 West Diehl Road Naperville, Illinois 60563	11/21/92 1430 West Bryn Mawr Avenue	1,485.00 15.00*
Tracy Diane Marx-Arnold 202 West Fairmont Place Mount Prospect, Illinois 60056	8/20/93 3830 North Avondale Avenue	1,450.00 50.00*
Mindy Statter Apartment 1602 1350 North Lake Shore Drive Chicago, Illinois 60610	1/27/94 1350 North Lake Shore Drive (inner drive)	200.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets: Account No. 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Evelyn Amedio 648 Clearview Drive Glenview, Illinois 60025	4/25/93 North Dearborn Street and West Ontario Street	$ 87.00
Rose M. Banks 309 South 50th Avenue Bellwood, Illinois 60104	2/22/93 South Pulaski Road and West Congress Parkway	100.00 180.00*
Alex Barton 456 East 90th Street Chicago, Illinois 60619	1/5/93 9800 South Ewing Avenue	80.00
Tom Bonanno 5751 South Natoma Avenue Chicago, Illinois 60638	2/7/94 North Elston Avenue and North Central Park Avenue	370.00
Alma J. Brealand 6811 South Ada Street Chicago, Illinois 60636	1/10/92 West 71st and South Lafayette Avenue	80.00
Irwin N. Broude 3126 Antelope Springs Drive Northbrook, Illinois 60062	3/21/93 West Adams Street and South Winchester Avenue	55.00 25.00*
Cheryl R. Causey 8543 South St. Lawrence Avenue Chicago, Illinois 60619	4/16/93 West 83rd Street and South Green Street	64.00
Geraldyne E. Clark 8833 South Blackstone Avenue Chicago, Illinois 60619	8/18/94 East 49th Street and South Michigan Avenue	10.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Annie Curry 51 West 126th Place Chicago, Illinois 60628	5/6/93 West 107th Street and South Wentworth Avenue	$ 80.00
Sharon D. Elliot 8115 South Evans Avenue Chicago, Illinois 60619	8/3/94 6565 South Yale Avenue	20.00
Joseph Frazin 4359 South Kilpatrick Avenue Chicago, Illinois 60632	4/9/93 2215 West Pershing Road	40.00
Don Gallay 6419 North Washtenaw Avenue Chicago, Illinois 60644	10/14/93 6419 North Washtenaw Avenue in alley	250.00
Edward Israel Apartment 1508 4250 North Marine Drive Chicago, Illinois 60613	3/20/93 North Ridge Avenue and West Granville Avenue	44.40
Mary Ellen Johnson 3813 South Calumet Avenue Chicago, Illinois 60653	1/22/93 4600 South Damen Avenue	52.00
Sonia Ruth Klem 3710 North Janssen Avenue Chicago, Illinois 60618	3/22/93 7067 North Clark Street	50.00
Ray Komara 5137 South Leclaire Avenue Chicago, Illinois 60638	3/27/93 5256 South Linder Avenue	153.59
Tammy Lynn Kowalski 3653 South Seeley Avenue Chicago, Illinois 60609	8/5/93 West 72nd and South Kedzie Avenue	65.00
Luitgard M. Lach 3506 North Hamlin Avenue Chicago, Illinois 60618	2/17/93 North Harding Avenue and West Roscoe Street	45.00

Name And Address	Date And Location	Amount
Robert H. Marks 1700 Cleveland Evanston, Illinois 60622	1/22/93 2500 North Clybourn Avenue	$ 63.00
Margaret Ann McIntosh 5227 North Nashville Avenue Chicago, Illinois 60656	3/11/93 North Kilpatrick Avenue and West Diversey Avenue	95.00
Brian P. Meany 10924 South Kilpatrick Oak Lawn, Illinois 60453	10/10/92 11145 South Kedzie Avenue	500.00
John Patrick O'Sullivan 6239 West Berenice Avenue Chicago, Illinois 60634	1/19/93 2600 North Clybourn Avenue	15.00 50.00*
Henry James Ott 7115 South Crandon Avenue Chicago, Illinois 60649	4/5/93 West Lake Street and North Union Avenue	235.00
Tracey Salzberg Apartment 909 777 North Michigan Avenue Chicago, Illinois 60611	3/24/93 West North Avenue and North LaSalle Boulevard	60.00
Barbara Schultz 5641 North Kostner Avenue Chicago, Illinois 60646	1/4/93 North Rogers Avenue and North Kostner Avenue	50.00
Lorraine Stefanowski Apartment 317 805 Leicester Road Elk Grove Village, Illinois 60007	4/5/93 West Higgins Avenue and North Nagle Avenue	67.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jeri Waterloo 1188 Oakridge Demson, Texas 75020	1/22/93 2100 West Rice Street	$60.00
Robert Wong 1235 Fair Oaks Oak Park, Illinois 60302	3/23/93 North Ridge Avenue and West Granville Avenue	57.00

Damage To Property.

Department Of Water/Bureau Of Water Distribution: Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ekco Housewares, Inc. 11040 King Street Franklin Park, Illinois 60131	12/20/93 1949 North Cicero Avenue	$580.72
Raymond and Ellen McDermott 1528 West Norwood Street Chicago, Illinois 60660	1/17/94 1528 West Norwood Street	780.00
Leon Toney 6140 South Indiana Avenue Chicago, Illinois 60637	1/26/94 6140 South Indiana Avenue	325.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution: Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Richard Campin 13 Moorings Drive Palos Heights, Illinois 60463	8/11/93 South District Yard of Water Department	$700.00

Name And Address	Date And Location	Amount
Anthony Cartina 2656 West Huron Street Chicago, Illinois 60621	12/27/93 2322 South Ashland Avenue	$ 370.00
Karla Ann Madison 845 West Roscoe Street 1st floor Chicago, Illinois 60657	2/4/94 840 West Roscoe Street	65.00*
Kenneth J. Henderson 1250 East 98th Street Chicago, Illinois 60628	1/18/94 West 93rd and South Union Avenue	500.00
Thomas Hennigan 6045 West 59th Street Chicago, Illinois 60638	2/20/94 4918 West 63rd Street	695.00
Glenn W. Johnson 5463 North La Crosse Avenue Chicago, Illinois 60630	12/19/91 (1989 Mercury Grand Marquis -- damage to tire from iron bar from dis-)	100.00
Patricia Jonkins 8621 South Yates Boulevard Chicago, Illinois 60617	1/11/94 7041 South Jeffrey Boulevard	390.00 35.00*
Fred L. Vanaria and State Farm Insurance Company 7230 North Caldwell Niles, Illinois 60714	8/12/93 2240 South Ashland Avenue	495.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Electricity: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Sang Hak Ahn Apartment 1F 4643 Central Park Avenue Chicago, Illinois 60625	7/22/91 3605 West Leland Avenue (1981 Ford Mustang -- car parked legally -- light pole)	$625.00 170.00*

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Equipment: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Lorraine Lelito 5140 North Natoma Avenue Chicago, Illinois 60656	1/4/92 5140 North Natoma Avenue (alley)	$135.00

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* City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Michael A. Baker 2016 East 1000 North Road Kankakee, Illinois 60901	1/21/90 During towing	$1,395.00 105.00*
Michael Bonner 312 Marshall Road Bensenville, Illinois 60106	11/15/92 During towing	97.00
Nicole Bracik 20100 Lake Park Drive Lynwood, Illinois 60411	1/23/92 During towing	35.00 130.00*
Richard and Kimberly Breger 2740 West Birchwood Avenue Chicago, Illinois 60645	10/10/92 During towing	560.00
Don Buford 1414 Villars Street Dallas, Texas 75204	12/15/92 During towing	900.00
Sigmund Wolfgang Burdin 703 West Oakdale Avenue Chicago, Illinois 60657	2/26/93 Relocation	88.00
Michael Veliz 2635 West Altgeld Street Chicago, Illinois 60647	3/21/93 During towing	46.00*
Juanita E. Billups 2440 West Flournoy Street Chicago, Illinois 60612	5/28/92 During towing	80.40*

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* City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Quinderland Dixon 7852 South Essex Avenue Chicago, Illinois 60649	9/14/92 During towing	$ 200.00*
James Harper 404 North Cuyler Avenue Oak Park, Illinois 60302	8/12/92 West Sunnyside Avenue and North Cicero Avenue	1,455.00
Robert Salem Heiman Apartment 21-S 1530 North Dearborn Parkway Chicago, Illinois 60610	8/20/92 During towing	800.00
Oscar Horst 2818 Parkview Avenue Kalamazoo, Michigan 49008	10/21/91 During towing	10.00 50.00*
Patricia Hubbard 9156 South Wallace Street Chicago, Illinois 60620	10/22/92 During towing	213.00
Robert M. Laff 2650 North Lakeview Avenue Chicago, Illinois 60614	5/28/92 During towing	44.93
Judith Linka 424 58th Place Hinsdale, Illinois 60521	2/5/93 During towing	82.00
Tammy Mader Apartment No. 2 5335 North Magnet Avenue Chicago, Illinois 60630	2/22/93 During towing	55.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Thomas and Joann McDonnell 5561 West Ardmore Avenue Chicago, Illinois 60646	1/11/93 5561 West Ardmore Avenue	$928.00
Howard Anthony Wedron Unit 2 1854 North Sedgwick Avenue Chicago, Illinois 60614	9/8/82 During towing	600.00
Marisa P. Wojcik Apartment 3S 23 Park Avenue New York, New York 10016	12/30/92 During towing	87.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Arlyn Cassidy 2825 North Newland Avenue Chicago, Illinois 60634	1/14/93 Tree trimmers	$194.63

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Millie Barry 7010 South Wabash Avenue Chicago, Illinois 60637	7/30/92 6500 South State Street	$ 40.00

Name And Address	Date And Location	Amount
Edwin I. Budz 3611 West 69th Place Chicago, Illinois 60629	12/17/92 6718 South Lafayette Avenue	$ 81.00
Andrew Fefles Unit 3A 1363 West Greenleaf Avenue Chicago, Illinois 60626	11/22/92 1240 West North Shore Avenue	50.00*
Reginald H. Chisholm 6810 South Michigan Avenue Chicago, Illinois 60637	10/5/92 501 East 69th Street	185.00*
Michele Glennie Apartment 2 707 West Oakdale Avenue Chicago, Illinois 60657	8/11/92 1000 North LaSalle Boulevard	155.00
Tecumseh Greenlaw 8120 South Ellis Avenue Chicago, Illinois 60619	12/7/92 8035 South Cottage Grove Avenue	130.00
Behrouz Khalily Unit 32B 6033 North Sheridan Road Chicago, Illinois 60660	11/22/91 North Clarendon Avenue and West Wilson Avenue	240.00
Katherine Pillows Apartment 103 2037 West Adams Street Chicago, Illinois 60612	12/16/92 2500 West Ogden Avenue	68.88 1.12*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Constance Roberts 44D Fernwood Bolingbrook, Illinois 60440	9/9/92 South Central Avenue and West Roosevelt Road	$70.00 10.00*
Russel Winnie 3922 Keith Drive Richmond, Illinois 60071	12/4/92 North Magnolia Avenue just east of West Throop Street	47.41
Margaret Wolf 11158 Shoreline Drive El Paso, Texas 79936	10/22/92 North Forest Glen Avenue and West Balmoral Avenue	50.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

Name And Address	Date And Location	Amount
Anthony Scales 1017 East 153rd Street South Holland, Illinois 60473	6/1/92 to 8/26/92 6949 South Emerald Avenue	$400.00
Lonnie Brigham 8526 South Saginaw Avenue Chicago, Illinois 60617	4/20/92 to 4/30/92 5201 -- 5203 South Indiana Avenue	400.00

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* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account No. 200-87-2015-0952-0952:

Name And Address	Date And Location	Amount
Mattie Bolton 1858 South Avers Avenue Chicago, Illinois 60623	1/15/92 to 1/31/92 1858 South Avers Avenue	$398.00
Miguel Arroyo 1534 North Bosworth Avenue Chicago, Illinois 60622	2/1/94 to 2/25/94 1534 North Bosworth Avenue	400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 54151 through 54153 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

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.

(Continued on page 54154)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/03/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ALTGELD COURT CONDO. ASSN.	44	ANNUAL	92	2,815.00	TERRY M. GABINSKI	32
ASTOR TOWERS CONDO. ASSOC.	74	SEMI-ANNUAL	92	2,328.66	BURTON F. NATARUS	42
ATHELING CONDOMINIUM ASSN.	10	ANNUAL	92	750.00	BERNARD J. HANSEN	44
BISSELL COMMONS CONDO. ASSOC	13	ANNUAL	92	600.00	CHARLES BERNARDINI	43
CARL SANDBURG VILLAGE CONDO.	567	ANNUAL	92	20,148.00	BURTON F. NATARUS	42
CATALPA COURTS CONDO ASSOC.	36	ANNUAL	92	2,700.00	BRIAN G. DOHERTY	41
CHIPPEWA APARTMENTS ASSN.	55	ANNUAL	92	3,168.00	TONI PRECKWINKLE	04
CLAREMONT NORTH CONDOMINIUMS	32	ANNUAL	92	1,688.00	BERNARD L. STONE	50
COASTLAND APARTMENTS, INC.	24	ANNUAL	92	1,800.00	WILLIAM M. BEAVERS	07
CONSTELLATION CONDOMINIUM ASSN	108	SEMI-ANNUAL	92	1,905.00	BURTON F. NATARUS	42
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	92	8,280.00	TONI PRECKWINKLE	04
DAMEN PARK CONDOMINIUM CORP	6	SEMI-ANNUAL	92	225.00	JOE MOORE	49
DAYTON DIVERSEY CONDO ASSOC.	10	ANNUAL	92	750.00	CHARLES BERNARDINI	43
DORCHESTER CONDOMINIUM ASSN	24	ANNUAL	92	1,800.00	TONI PRECKWINKLE	04
DREXEL AVE & SQUARE CONDOMIN-	13	ANNUAL	91	975.00	TONI PRECKWINKLE	04
EAST VIEW PARK CONDO. ASSN.	110	ANNUAL	92	8,250.00	LAWRENCE S BLOOM	05
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	92	525.00	BRIAN G. DOHERTY	41
EDISON PARKER #2 CONDO ASSN	12	SEMI-ANNUAL	92	450.00	BRIAN G. DOHERTY	41
EL LAGO CONDOMINIUM ASSOC	269	ANNUAL	92	7,514.40	MARY ANN SMITH	48
ELLIS ESTATES CONDOMINIUM	9	SEMI-ANNUAL	92	337.50	TONI PRECKWINKLE	04
EUGENIE PARK CONDOMINIUM	32	ANNUAL	92	2,400.00	CHARLES BERNARDINI	43
FAIRFIELD CONDO ASSOC	12	ANNUAL	92	624.00	TONI PRECKWINKLE	04
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL	92	450.00	TONI PRECKWINKLE	04
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL	91	450.00	TONI PRECKWINKLE	04
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	92	412.50	BRIAN G. DOHERTY	41
FOUNTAINAIRE CONDOMINIUM	29	SEMI-ANNUAL	92	1,087.50	PATRICK J. LEVAR	45
FOUR CORNERS I CONDOMINIUMS	18	ANNUAL	92	1,350.00	TONI PRECKWINKLE	04
FOUR CORNERS IV CONDO ASSN	18	ANNUAL	92	1,350.00	TONI PRECKWINKLE	04
FRANKLIN HOUSE CONDO. ASSN	6	SEMI-ANNUAL	92	225.00	BERNARD J. HANSEN	44
GARFIELD RIDGE CONDO ASSN	12	ANNUAL	92	900.00	JAMES J. LASKI	23
GASLIGHT CONDOMINIUM ASSN.	15	ANNUAL	92	1,087.50	BERNARD J. HANSEN	44
GLENWOOD NORTH CONDO. ASSN.	6	ANNUAL	92	450.00	JOE MOORE	49
GOODFRIEND CONDOMINIUM ASSN.	11	ANNUAL	92	825.00	TONI PRECKWINKLE	04
GREENHOUSE CONDO ASSOC	11	ANNUAL	92	825.00	CHARLES BERNARDINI	43
GREENLAWN CONDOMINIUM ASSN	9	ANNUAL	92	675.00	TONI PRECKWINKLE	04
GREENWOOD PARK CONDO ASSN.	6	ANNUAL	92	450.00	TONI PRECKWINKLE	04
HARPER SQUARE HOUSING CORP	591	ANNUAL	92	21,384.00	TONI PRECKWINKLE	04
HAWTHORNE PLACE 2 CONDO ASSN	50	ANNUAL	92	1,928.00	BERNARD J. HANSEN	44
HEARTHSTONE PLACE CONDOMINIUMS	16	SEMI-ANNUAL	91	600.00	TONI PRECKWINKLE	04
HEARTHSTONE PLACE CONDOMINIUMS	16	ANNUAL	92	1,200.00	TONI PRECKWINKLE	04
HURON & WELLS CONDO. ASSN	13	ANNUAL	92	975.00	BURTON F. NATARUS	42
HYDE PARK BLVD. CONDO ASSN	15	ANNUAL	92	1,125.00	TONI PRECKWINKLE	04
HYDE PARK COURTWAY CONDOMINIUM	24	ANNUAL	92	1,584.00	TONI PRECKWINKLE	04
HYDE PARK MANOR CONDO. ASSN	60	ANNUAL	92	2,028.00	TONI PRECKWINKLE	04
HYDE PARK PLACE CONDO ASSC	9	ANNUAL	92	675.00	TONI PRECKWINKLE	04

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/03/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
INGLESIDE PLACE CONDO ASSC.	6	ANNUAL	92	450.00	TONI PRECKWINKLE	04
JACKSON TOWERS CONDOMINIUM	75	ANNUAL	92	3,720.00	LAWRENCE S BLOOM	05
JEFFERSON PLACE CONDO. ASSN	12	SEMI-ANNUAL	92	450.00	PATRICK J. LEVAR	45
KIMBARK CROSSING CONDO. ASSN.	24	ANNUAL	92	1,800 00	TONI PRECKWINKLE	04
LAKE TERRACE TOWNHOME OWNERS'	42	ANNUAL	92	3,150.00	JOE MOORE	49
LAWRENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	92	900.00	BRIAN G. DOHERTY	41
MERRIMAC SQUARE CONDO ASSN. 1	50	SEMI-ANNUAL	92	632 40	THOMAS ALLEN	38
MIA CASA APT. BLDG. CORP.	22	ANNUAL	92	1,650.00	LAWRENCE S BLOOM	05
NEWPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL	92	3,840 00	TONI PRECKWINKLE	04
NEWPORT LOFTS CONDOMINIUMS	23	ANNUAL	92	1,139.00	BERNARD J. HANSEN	44
NOBLE ST LOFTS CONDO ASSC	67	ANNUAL	92	2,025.00	THEODORE MAZOLA	01
NORTHWEST EDISON PL. CONDO	9	SEMI-ANNUAL	92	337.50	BRIAN G. DOHERTY	41
NORWOOD POINT CONDO ASSOC	21	ANNUAL	92	1,575.00	BRIAN G. DOHERTY	41
OAKLEY PLACE CONDOMINIUM	5	ANNUAL	92	375.00	BERNARD L. STONE	50
OGLESBY CONDO ASSOCIATION	6	ANNUAL	92	450 00	LAWRENCE S BLOOM	05
PINE TREE COURT CONDO ASSN	12	SEMI-ANNUAL	92	174.00	PATRICK J. LEVAR	45
PIONEER COOPERATIVE, INC.	21	ANNUAL	92	1,575.00	TONI PRECKWINKLE	04
RAVEN PLACE CONDOMINIUM ASSN	34	SEMI-ANNUAL	92	1,275.00	BRIAN G DOHERTY	41
RIDGECREST CONDO ASSOC	9	ANNUAL	92	675 00	JOE MOORE	49
SAYRE GARDENS CONDO ASSN.	14	ANNUAL	92	1,050.00	WILLIAM JP BANKS	36
SHERIDAN POINT CONDOMINIUM	136	SEMI-ANNUAL	92	3,040.00	JOE MOORE	49
SHERIDAN-BRIAR NORTH CONDO	17	ANNUAL	92	1,275 00	BERNARD J. HANSEN	44
STRATFORD CONDO ASSOC	12	ANNUAL	92	900 00	TONI PRECKWINKLE	04
THE INNS OF COURT ON BLACK-	18	ANNUAL	92	1,350.00	LAWRENCE S BLOOM	05
THE NARRAGANSETT CONDO ASSOC	63	ANNUAL	92	3,456 00	TONI PRECKWINKLE	04
THE PARK CONDOMINIUMS	13	ANNUAL	92	864 00	LAWRENCE S BLOOM	05
THE WOODLAWN CONDOMINIUM ASSN.	12	ANNUAL	92	900.00	TONI PRECKWINKLE	04
THE 1143 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	92	1,755.36	THEODORE MAZOLA	01
TOWER HOMES REALTY TRUST	13	ANNUAL	92	660.00	LAWRENCE S BLOOM	05
TURNER HOUSE CONDO. ASSOC.	6	ANNUAL	92	450 00	TONI PRECKWINKLE	04
VILLAGE LANE CONDO ASSC.	18	SEMI-ANNUAL	92	675 00	GINGER RUGAI	19
WATERGATE EAST CONDOMINIUM	32	ANNUAL	92	2,112 00	TONI PRECKWINKLE	04
WIMBLEDON COURT #1 CONDO ASSN	6	ANNUAL	92	450 00	JAMES J LASKI	23
WIMBLEDON COURTS II CONDO	6	ANNUAL	92	450.00	JAMES J LASKI	23
WINDSOR-LONG CONDO ASSOC	12	ANNUAL	92	900.00	PATRICK J LEVAR	45
1107-09 W. NORTH SHORE CONDO.	7	ANNUAL	92	525.00	JOE MOORE	49
1217-19 W NORTH SHORE CONDO	6	ANNUAL	92	450.00	JOE MOORE	49
1325-35 E. 52ND ST. CONDO	9	ANNUAL	90	675.00	TONI PRECKWINKLE	04
1325-35 E 52ND ST CONDO	9	ANNUAL	92	600.00	TONI PRECKWINKLE	04
1400-02 N. LASALLE DR CONDO	8	ANNUAL	92	600.00	BURTON F NATARUS	42
1434-36 W. PRATT CONDO. ASSN.	6	ANNUAL	92	450.00	JOE MOORE	49
1634-36 GREENLEAF CONDOMINIUM	6	ANNUAL	92	450 00	JOE MOORE	49
2051-61 EAST 72ND ST.	18	ANNUAL	92	1,171.20	LAWRENCE S BLOOM	05
2130 LINCOLN PARK WEST CONDO	33	ANNUAL	92	2,475 00	CHARLES BERNARDINI	43
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	92	2,306 10	BERNARD J HANSEN	44

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/03/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
3843 N. NARRAGANSETT CONDO	8	SEMI-ANNUAL 92	300 00	THOMAS ALLEN	38
415 ALDINE CONDOMINIUM ASSOC.	60	ANNUAL 92	4,500.00	BERNARD J. HANSEN	44
4217 N SHERIDAN CONDO ASSOC.	7	ANNUAL 92	525.00	HELEN SHILLER	46
4626 N. KENMORE CONDOMINIUMS	6	ANNUAL 92	450.00	HELEN SHILLER	46
48TH & DORCHESTER CONDOMINIUM	9	ANNUAL 92	675 00	TONI PRECKWINKLE	04
4900 N. LESTER CONDOMINIUM	8	ANNUAL 92	600 00	PATRICK J. LEVAR	45
5000 CORNELL CONDOMINIUM ASSN	77	ANNUAL 92	4,680 00	TONI PRECKWINKLE	04
5000 EAST END COOPERATIVE APTS	96	ANNUAL 92	5,280 00	TONI PRECKWINKLE	04
5100 HYDE PARK CONDOMINIUM	55	ANNUAL 92	4,035.00	TONI PRECKWINKLE	04
5115-49 CORNELL CONDOMINIUM	16	ANNUAL 92	1,200.00	TONI PRECKWINKLE	04
5125-31 SOUTH GREENWOOD CONDO	9	ANNUAL 92	675 00	TONI PRECKWINKLE	04
5200 DORCHESTER CONDOMINIUM	31	ANNUAL 92	2,325 00	TONI PRECKWINKLE	04
5220-22 S. DORCHESTER CONDO	6	ANNUAL 92	450.00	TONI PRECKWINKLE	04
53RD AND MARYLAND CONDOMINIUM	27	ANNUAL 92	1,537.20	TONI PRECKWINKLE	04
5401 HYDE PARK CONDOMINIUM	78	ANNUAL 92	2,971.20	LAWRENCE S BLOOM	05
5421 S. CORNELL AVENUE CONDO.	16	ANNUAL 92	1,200 00	LAWRENCE S BLOOM	05
5454-60 KIMBARK CO-OPERATIVE	25	ANNUAL 92	1,875.00	TONI PRECKWINKLE	04
5455-63 S. INGLESIDE CONDO	31	ANNUAL 92	1,860 00	TONI PRECKWINKLE	04
5460 WOODLAWN BUILDING CORP.	37	ANNUAL 92	1,762.85	TONI PRECKWINKLE	04
5465-73 S. INGLESIDE COURT	35	ANNUAL 92	1,390.80	TONI PRECKWINKLE	04
5477-79 S. HYDE PARK BOULEVARD	6	ANNUAL 92	450.00	LAWRENCE S BLOOM	05
5515 WOODLAWN AVENUE BUILDING	6	ANNUAL 92	450.00	LAWRENCE S BLOOM	05
5534-36 S. DORCHESTER CONDO.	9	ANNUAL 92	675.00	LAWRENCE S BLOOM	05
5624-26 DORCHESTER CONDO.	6	ANNUAL 92	450.00	LAWRENCE S BLOOM	05
5749-59 S. KENWOOD CONDO ASSN.	12	ANNUAL 92	900 00	LAWRENCE S BLOOM	05
5750 S. KENWOOD CO-OP	7	ANNUAL 92	525.00	LAWRENCE S BLOOM	05
5989-91 N. NORTHWEST HIGHWAY	9	SEMI-ANNUAL 92	337.50	BRIAN G. DOHERTY	41
609 WEST STRATFORD CONDOMINIUM	29	ANNUAL 92	932.36	BERNARD J. HANSEN	44
610-12 SURF CONDO ASSC.	8	ANNUAL 92	600.00	HELEN SHILLER	46
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL 92	466.00	PATRICK J. LEVAR	45
6646 WEST 64TH PLACE CORP.	6	ANNUAL 92	450.00	JAMES J. LASKI	23
68TH & OGLESBY CONDO ASSN.	10	ANNUAL 92	750.00	LAWRENCE S BLOOM	05
6820 W. RAVEN CONDO. ASSOC.	12	ANNUAL 92	900.00	BRIAN G. DOHERTY	41
733-35 W. OAKDALE CONDO. ASSN.	7	ANNUAL 92	525.00	BERNARD J HANSEN	44
7935-41 SOUTH STATE CONDO	10	ANNUAL 92	660.00	JOHN O. STEELE	06
8220-26 S. JEFFERY CONDO.	11	ANNUAL 92	825.00	LORRAINE L. DIXON	08
900-902 W. MARGATE TERRACE	12	ANNUAL 92	900.00	MARY ANN SMITH	48
918 W. WINONA CONDOMINIUMS	49	ANNUAL 92	1,662 00	MARY ANN SMITH	48
930 W. MARGATE TERRACE CONDO	6	ANNUAL 92	450 00	MARY ANN SMITH	48
939-43 AINSLIE CONDOMINIUM	6	ANNUAL 92	450.00	MARY ANN SMITH	48

(Continued from page 54150)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 54155 through 54159 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABRAMS, BERTHA L.	13-12-220-036-0000	40 O'CONNOR	50.00
ADAMS, CORA G.	14-33-423-048-1347	42 NATARUS	50.00
ADAMS, JULIUS	17-10-200-068-1157	42 NATARUS	50.00
ALLEN, DAISY	20-21-426-046-0000	06 STEELE	50.00
ALLEN, DORIS	20-34-413-060-0000	06 STEELE	50.00
ALPER, HOWARD	17-03-226-065-1152	42 NATARUS	50.00
ANDERS, RICHARD E.	14-21-101-034-1645	46 SHILLER	50.00
ASHER, ROBERT H.	17-03-226-065-1054	42 NATARUS	50.00
BALLIS, HELEN JETTA	14-28-203-027-1039	44 HANSEN	50.00
BARNES, IOLA	20-21-426-046-0000	06 STEELE	50.00
BARNETT, JOYCE L.	13-11-200-040-1017	39 LAURINO	50.00
BELLEZZO, JOHN R.	13-09-322-043-1003	45 LEVAR	50.00
BELLOWS, JOHN G.	17-03-202-061-1021	42 NATARUS	50.00
BENNETT, ANDREW E.	13-11-420-040-1001	39 LAURINO	50.00
BERBERIAN, KAY	14-28-318-064-1169	43 BERNARDINI	50.00
BERNAT, LOUIS	17-03-226-065-1153	42 NATARUS	50.00
BIRDSONG, HELEN	20-34-413-060-0000	06 STEELE	50.00
BIRENHAK, CILA	10-36-315-023-0000	50 STONE	50.00
BLOOM, EVELYN L.	14-21-305-030-1118	44 HANSEN	50.00
BLOOMFIELD, IRWIN	14-28-207-004-1411	44 HANSEN	50.00
BORATYN, JOANE M.	13-09-322-043-1005	45 LEVAR	50.00
BORISON, EDITH R.	14-28-113-035-1116	44 HANSEN	50.00
BREBACH JR, WILLIAM J.	17-04-216-064-1562	42 NATARUS	50.00
BROWN, ANNA M.	20-34-413-060-0000	06 STEELE	50.00
BROWN, BETTIE D.	13-21-211-039-1006	45 LEVAR	50.00
BROWN, NADINE M.	25-10-419-016-0000	08 DIXON	50.00
BUCZARSKI, NADZIEJA	12-12-216-045-0000	41 DOHERTY	50.00
BURGER, LOIS A.	14-33-208-028-1244	43 BERNARDINI	50.00
BUSHBINDER, PAULETTE	10-36-100-015-1016	50 STONE	50.00
CADDELL, MARTHA	20-21-426-046-0000	06 STEELE	50.00
CALLAHAN, HELEN F.	17-04-424-051-1540	42 NATARUS	50.00
CANEL, DAVID A.	17-03-114-003-1150	42 NATARUS	50.00
CANTALUPO, MARY JANE	9-36-419-109-1003	41 DOHERTY	50.00
CAPOLA, AMADAY C.	12-12-202-084-1019	41 DOHERTY	50.00
CARMEL, SALLY	14-05-215-015-1272	48 SMITH	50.00
CHERNYK, ESTHER	17-10-400-012-1805	42 NATARUS	50.00
COHEN, FLORENCE	14-05-215-017-1075	48 SMITH	50.00
COHEN, LOUIS	17-10-400-012-1559	42 NATARUS	50.00
COHN, EUGENE L.	17-10-400-012-1333	42 NATARUS	50.00
COLODNY, MANNY	14-33-208-028-1123	43 BERNARDINI	50.00
COOK, VIRGINIA L.	17-03-222-015-0000	42 NATARUS	50.00
COWELL, MARY M.	10-36-205-006-0000	50 STONE	50.00
CRANE, BARBARA B.	17-04-224-049-1079	42 NATARUS	50.00
CZECH, ROSELLE A.	13-18-410-035-1018	38 ALLEN	50.00
DANIELS, ADA L.	20-12-106-005-0000	04 PRECKWINKLE	50.00
DANIELS, BLUMA	10-36-315-023-0000	50 STONE	50.00
DAUGHERTY, LOUISE G.	17-10-400-012-1621	42 NATARUS	50.00
DEJONGHE, PAMELA	13-18-409-032-1002	38 ALLEN	50.00
DELEON, MERCEDES	14-21-101-034-1412	46 SHILLER	50.00
DEMBSKI, DOROTHY	13-16-115-042-1002	45 LEVAR	50.00
DEVINCHEZO, ANGELINE M.	13-31-107-024-1110	36 BANKS	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DRAZBA, JADWIGA	13-18-409-032-1031	38 ALLEN	50.00
EISENBEIS, IMELDA M.	17-04-209-043-1101	42 NATARUS	50.00
EMDE, ETHEL L.	13-09-322-043-1006	45 LEVAR	50.00
FANSLOW, WILLIAM E.	13-15-416-048-1008	30 BIALCZAK	50.00
FEINMAN, IRVING	17-03-114-003-1079	42 NATARUS	50.00
FELDMAN, EDITH M.	11-31-301-026-0000	50 STONE	50.00
FIELD, ANN C.	17-03-114-003-1136	42 NATARUS	50.00
FISCHER, MARIE M.	11-31-400-051-1018	50 STONE	50.00
FISHER, GLORIA B.	17-03-226-065-1172	42 NATARUS	50.00
FITZGERALD, FRANK S.	14-21-101-034-1091	46 SHILLER	50.00
FIZER, ELOISE M.	20-12-100-003-1210	04 PRECKWINKLE	50.00
FOX, HARRY	17-10-400-012-1453	42 NATARUS	50.00
FRANK, EDMUND	13-15-416-048-1024	30 BIALCZAK	50.00
FRENCH, JOAN	17-03-215-013-3333	42 NATARUS	50.00
FRIEDRICH, HENRY	13-18-409-032-1042	38 ALLEN	50.00
GANZBUHL, MARGARET	14-08-408-029-0000	48 SMITH	50.00
GARGIULO, JR., WILLIAM R	17-03-226-065-1148	42 NATARUS	50.00
GETER, HESTER C.	20-34-413-060-0000	06 STEELE	50.00
GIELOW, RALPH A.	13-02-220-051-8002	50 STONE	50.00
GILFAND, MURIEL	10-36-311-035-0000	50 STONE	50.00
GINSBURG, KATHERINE	17-03-114-003-1162	42 NATARUS	50.00
GORE, NADINE	14-05-407-015-1011	48 SMITH	50.00
GOSENSKI, JOAN C.	11-31-400-051-1023	50 STONE	50.00
GREEN, RUTH R.	11-30-307-095-0000	50 STONE	50.00
GROSS, SIDNEY	14-05-407-015-1084	48 SMITH	50.00
GUSTAFSON, ANITA S.	13-12-114-041-0000	40 O'CONNOR	50.00
HALLIGAN, HELEN F.	14-28-318-077-1313	43 BERNARDINI	50.00
HANCHETT, THELMA L.	14-08-202-017-1016	48 SMITH	50.00
HARRIS, AL A.	10-36-120-003-1098	50 STONE	50.00
HASKELL, MARGARET	20-34-413-060-0000	06 STEELE	50.00
HAZAN, ALBERT	10-36-100-015-1125	50 STONE	50.00
HEGARTY, MARTIN J.	14-05-211-021-1034	48 SMITH	50.00
HEIMAN, ROBERT S.	17-04-208-029-1039	42 NATARUS	50.00
HEMP, THOMAS S.	17-03-208-021-1080	42 NATARUS	50.00
HIRSCH, GERTRUDE B.	13-12-220-036-0000	40 O'CONNOR	50.00
HOLLAND, DOROTHY W.	17-03-107-019-1041	43 BERNARDINI	50.00
HORWITZ, MARIAN G.	14-21-110-020-1128	46 SHILLER	50.00
INGLE, THOMAS	12-11-121-033-1018	41 DOHERTY	50.00
JACKSON, JANE F.	14-21-110-035-1164	46 SHILLER	50.00
JARCHOW, LAWRENCE E.	14-05-211-016-1091	48 SMITH	50.00
JASINSKI, PERIHAN	17-04-424-051-1210	42 NATARUS	50.00
JASZCZOR, JOSEPH	13-15-412-027-1005	45 LEVAR	50.00
JOHNSON, CHARLOTTE	10-36-120-003-1215	50 STONE	50.00
JONES, LUBERTHA	25-15-218-148-0000	09 SHAW	50.00
KAATZ ELEANOR R.	14-08-203-001-0000	48 SMITH	50.00
KALE, LAURA D.	14-05-403-021-1176	48 SMITH	50.00
KANE, SALLY	14-08-047-022-1015	48 SMITH	50.00
KANNE, IONE J.	17-03-202-061-1040	42 NATARUS	50.00
KASS, HENRY J. & MARGOT K.	14-28-318-064-1296	43 BERNARDINI	50.00
KATZ, BETTY L.	17-03-107-019-1016	43 BERNARDINI	50.00
KEITH, ELIZABETH B.	20-12-100-003-1592	04 PRECKWINKLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KELLER, BEAT R.	14-05-215-015-1108	48 SMITH	50.00
KEMP, WILLIAM A.	13-15-416-048-1018	30 BIALCZAK	50.00
KIBARTAS, MARIE	13-08-310-059-1016	45 LEVAR	50.00
KING, COLEMAN M.	13-32-207-023-0000	29 BURRELL	50.00
KIRSCH, IDA	13-12-220-036-0000	40 O'CONNOR	50.00
KIRSHENBAUM, FLORENCE	14-06-212-006-0000	40 O'CONNOR	50.00
KNIECIK, LAWRENCE	14-21-101-034-1155	46 SHILLER	50.00
KOLOS, MARY	17-03-200-063-1247	42 MATARUS	50.00
KORMAN, IDA	10-36-120-003-1088	50 STONE	50.00
KORNFELD, CLARA	11-31-114-023-1012	50 STONE	50.00
KRAUSKOPF, FRANCES	14-21-310-059-1002	44 HANSEN	50.00
KRENSKY, ROSEMARY	17-03-202-061-1055	42 MATARUS	50.00
KRETSKE, HARRIETTE S.	17-03-106-027-1012	42 MATARUS	50.00
KROSSBERG, JANE & BERNARD	10-36-100-011-1093	50 STONE	50.00
LAMBRECHT, EVELYN	13-16-122-043-1003	45 LEVAR	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1165	42 MATARUS	50.00
LEDENE, JANE A.	13-15-416-048-1014	30 BIALCZAK	50.00
LEE, LEONA	20-21-426-046-0000	06 STEELE	50.00
LIBERSON, WILLIAM BERNARD	10-36-320-047-0000	50 STONE	50.00
LICHT, KENNETH	11-30-307-095-0000	50 STONE	50.00
MACDONALD, DOROTHY L.	17-03-201-063-3001	42 MATARUS	50.00
MAGRUDER, PAUL L.	14-08-203-001-0000	48 SMITH	50.00
MALLETTE, JESSE L.	20-11-206-058-0000	04 BRECKWINKLE	50.00
MALLY, DONALD P.	13-15-416-048-1015	30 BIALCZAK	50.00
MANKARIOUS, NEAL S.	17-03-226-065-1053	42 MATARUS	50.00
MARCANO, ERNESTINE	20-21-426-046-0000	06 STEELE	50.00
MARKOVICH, MILAN V.	14-28-308-021-1016	43 BERNARDINI	50.00
MARSHALL, STEPHANIE M.	13-09-322-043-1012	45 LEVAR	50.00
MARUCCI, BEATRICE	13-18-409-032-1043	38 ALLEN	50.00
MCALPINE, ELIZABETH P.	13-07-336-029-1041	41 DOHERTY	50.00
MCBRIDE, MARY C.	19-27-401-038-1290	13 MADRZYK	50.00
MCCOY, ROSIE	20-21-426-046-0000	06 STEELE	50.00
MELTZER, HYMAN J.	20-12-100-003-1008	04 BRECKWINKLE	50.00
MIKOLUJANAS, VYTAUTAS	17-08-310-024-0000	46 SHILLER	50.00
MILLER, DOROTHY M.	20-11-206-057-0000	04 BRECKWINKLE	50.00
MISKEL, MILTON	20-21-426-046-0000	06 STEELE	50.00
MITCHELL, IVORY D.	20-12-100-003-1507	04 BRECKWINKLE	50.00
MITCHELL, MARJORIE L.	20-12-100-003-1616	04 BRECKWINKLE	50.00
MOGILL, HERMAN	14-33-422-068-1340	42 MATARUS	50.00
MOGILL, HERMAN	14-34-422-068-1340	43 BERNARDINI	50.00
MOREN, LEWANNA	20-34-413-060-0000	06 STEELE	50.00
MURPHY, ONELIA	13-12-214-052-1018	40 O'CONNOR	50.00
MUSICK, JACK	17-03-202-063-1045	42 MATARUS	50.00
MYTAR, HELEN W.	14-05-403-019-1063	48 SMITH	50.00
NAGLER, ARNOLD	14-05-407-015-1050	48 SMITH	50.00
NATINCHEK, NIKOLAS A.	17-10-401-005-1742	01 MAZOLA	50.00
NEELY, MARY D.	20-11-206-058-0000	04 BRECKWINKLE	50.00
NICKELS, PHYLLIS D.	14-08-203-001-0000	48 SMITH	50.00
NIKAS, KALLIOPE	14-05-211-024-1171	48 SMITH	50.00
NODZENSKI, KAROL S.	13-11-420-040-1004	39 LAURINO	50.00
NOLAN, ERNESTINE	14-20-214-018-0000	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
NORDSTROM, JUNE E.	13-16-115-042-1012	45 LEVAR	50.00
NORSWORTHY, ANN	13-08-428-041-1024	45 LEVAR	50.00
OLSEN, LESTER B. & ANNE M.	12-14-101-053-1023	36 BANKS	50.00
ORANGE, MARY	20-22-307-041-0000	20 TROUTMAN	50.00
OWENS, JUNE P.	20-23-124-019-0000	05 BLOOM	50.00
PAPERNO, DMITRY A.	14-29-307-046-1001	43 BERNARDINI	50.00
PARDO, YRECH	20-14-204-060-0000	05 BLOOM	50.00
PARKER, MARGARET D.	17-10-400-012-1149	42 MATARUS	50.00
PARKS, BURDETTA	20-21-426-046-0000	06 STEELE	50.00
PERLOW, LEO R.	17-03-207-068-1037	42 MATARUS	50.00
PICK, RUTH	17-10-400-012-1653	42 MATARUS	50.00
PUDIK, EDWARD W.	20-12-100-003-1130	04 PRECKWINKLE	50.00
RESNICK, ROLAND S.	17-03-207-068-1162	42 MATARUS	50.00
RICE, WILLA B.	14-33-317-042-1005	43 BERNARDINI	50.00
ROBERTZ, HENRY J.	17-10-401-005-1492	01 MAZOLA	50.00
ROBINSON, ANNE	13-02-220-046-8002	50 STONE	50.00
ROBOT, ALEXANDER	13-11-420-040-1003	39 LAURINO	50.00
ROGOWIN, ARON	10-36-315-023-0000	50 STONE	50.00
ROSE, ROBERTA B.	14-28-200-003-1042	44 HANSEN	50.00
RUSSELL, EVELYN A.	14-21-110-020-1166	46 SHILLER	50.00
SANCHEZ, FRANCISCO	14-21-101-034-1170	46 SHILLER	50.00
SARP, AURA	13-15-417-027-1004	30 BIALCZAK	50.00
SCANLAN, MARY E.	17-03-202-061-1014	42 MATARUS	50.00
SCHIFF, HAROLD	17-03-208-007-0000	42 MATARUS	50.00
SCHWARTZ, ESTELLE	14-21-101-034-1657	46 SHILLER	50.00
SEIDELMAN, ANNA E.	13-15-416-048-1001	30 BIALCZAK	50.00
SHAMBERG, J. RAYMOND	14-21-112-012-1055	46 SHILLER	50.00
SHAPIRO, ANNE	14-16-301-041-1669	46 SHILLER	50.00
SICHAU, MARTHA	9-36-419-106-1019	41 DOHERTY	50.00
SMITH, RENELL	20-24-425-008-1003	05 BLOOM	50.00
SMOLKA, ELLEN	14-08-203-016-1453	48 SMITH	50.00
STEIN, HAROLD	17-03-207-068-1160	42 MATARUS	50.00
STEINBACH, IRMGARD M.	14-05-211-023-1139	48 SMITH	50.00
STERN, GARDNER H.	17-03-108-016-1051	42 MATARUS	50.00
STEWART, JOSEPHINE	14-05-403-023-1009	48 SMITH	50.00
STRAUB, JOSPEH J.	13-18-410-034-1008	38 ALLEN	50.00
STROBA, DOROTHY E.	17-03-207-061-1087	42 MATARUS	50.00
STRZELEC, ALBINA E.	13-09-322-043-1002	45 LEVAR	50.00
SUMNER, THOMAS R.	20-14-202-076-1190	04 PRECKWINKLE	50.00
SUTTON, MARSHALL	17-03-220-020-1390	42 MATARUS	50.00
THOMAS, MUNLEE	20-34-413-060-0000	06 STEELE	50.00
TOBIN, ELIZABETH E.	13-12-220-036-0000	40 O'CONNOR	50.00
TRAKSZELIS, VALERIA S.	13-08-409-032-0000	38 ALLEN	50.00
TURNBOW, VIOLET M.	19-34-215-047-1002	18 MURPHY	50.00
VAGLICA, PETER	13-05-123-040-1016	45 LEVAR	50.00
VIGILANTE, FRANK J.	17-04-424-051-1218	42 MATARUS	50.00
WAGNER, ALVERNA M.	17-03-214-014-1168	42 MATARUS	50.00
WARE, BRACK C & IRENE	20-11-312-041-1002	04 PRECKWINKLE	50.00
WATTS, MILDRED	20-34-413-060-0000	06 STEELE	50.00
WEINER, EUGENE M.	14-05-211-016-1044	48 SMITH	50.00
WISHNICK, MAXINE S.	17-04-210-028-1007	42 MATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WOJTOW, VICTORIA F.	13-08-420-038-1006	45 LEVAR	50.00
WOLFE, SIRELLA	14-16-301-041-1272	46 SHILLER	50.00
YANKAWAY, JEWEL E.	20-34-413-060-0000	06 STEELE	50.00
YARNOLD, HELEN M.	14-16-304-042-1078	46 SHILLER	50.00
ZANNIS, ANTHONY	17-10-400-012-1763	42 NATARUS	50.00
ZAUBER, ISSA	20-12-114-054-1029	05 BLOOM	50.00
ZIMONICH, ERNESTINE	14-28-311-012-0000	43 BERNARDINI	50.00
ZWINK, EDMUND W.	12-12-214-006-0000	41 DOHERTY	50.00
		* TOTAL AMOUNT	10,600.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on January 14, 1992 and on subsequent dates sundry claims as follows:

Adams, Lonnie M.

Adebayo, Benjamin B.

Alward, Erika Sarah

Anderson, Alma J.

Anderson, Daselt

Beaird, Judith

Bishop, Daniel and State Farm Insurance Company

Bommarito, Simona and Allstate Insurance Company

Bovlos, Raouf F. and State Farm Insurance Company

Caruth, Sr., Victor Jordan

Ciabattini, Bernard and State Farm Insurance Company

Clark, Henrietta and American Ambassador Casulty Company

Cobb, Jeffery Scott

Collier, Sheare A.

Cybulski, Michael and Leo McGonigal, Attorney

Donnelly, Ellen M. and GEICO Insurance Company

Dudley, Gloria J. and State Farm Insurance Company

Dunkle, Hubert and Auto Owners Insurance Company

Eubanks, Leslie J.

Fisher, Lyn Marie

Fisher, Patrick and U.S.A.A.

Folino, Charles

Forklift Acquisition Corp.

Gitman, Gabriel

Hansen, Dorothy M.

Harris, Lorraine

Hernandez, Carlos

Huey, Evelyn

Hutchings, Mark and U.S.A.A.

Johnson, Cabiril

Jones, Jewel Lee

Junior, Joyce and American Service Insurance Company

Kallan, Alexander

Kodogeorgiou, Athanassios

Kozel, Lisa and American Family Insurance

Laria, Geraldine and State Farm Insurance Company

Montanez, Isabel

Montesanto, Ben Joseph

Morahan, Craig and Coronet Insurance Company

Morales, Gilberto

Palmetto Trucking and Connecticut Specialty Insurance Group

Pawinski, Cheryl Ann

Prendkowski

Przybocki, Laverne

Randle, Archie and American Ambassador Casualty Company

Reid, Britt

Reiling, Jennifer A.

Scott, Diedre Dolan

Seefeldt, James and American Family Insurance

Serota, Marvin

Soto, Jeronimo

Stachniak, Linda Sue

Swanson, Gloria

Tatum, Minnie May

Taylor, Willis

The Peoples Gas Light and Coke Co. (13)

Vetterick, Robin Marie

Wedryk, Timothy

Williams, Mildred and Allstate Insurance Company

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on February 9, 1994 and on subsequent dates sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
4th	University Park Condo. Assn.	93-C	6/16/94	$22,720.22

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
42nd	Sutton Place Townhouse Assn.	93-C	2/9/94	$ 461.88

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) applications authorizing City of Chicago charitable solicitation (tag day) permits:

A. Youth Assistance Network
June 25, 1994, August 20, 1994 and October 1, 1994 -- citywide; and

B. Hull House Association
September 1, 1994 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

COMMITTEE ON AVIATION

AUTHORIZATION FOR EXECUTION OF FACILITIES LICENSE AGREEMENT WITH THE BLADE OF CHICAGO, INC. FOR USE OF TERMINAL SPACE AT CHICAGO O'HARE INTERNATIONAL AIRPORT AND MERRILL C. MEIGS FIELD FOR HELICOPTER OPERATIONS.

The Committee on Aviation submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, at the request of the Commissioner of Aviation, transmitting an ordinance (referred on July 13, 1994) authorizing a Facilities License Agreement between the City of Chicago and The Blade of Chicago, Inc. for use of terminal space at Chicago O'Hare International Airport and Merrill C. Meigs Field for The Blade's helicopter operations, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, City owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, City further operates an airport known as Merrill C. Meigs Field ("Meigs"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The Blade of Chicago, Inc., a Minnesota corporation ("The Blade"), desires to use certain premises (the "Premises") at O'Hare and Meigs (collectively, the "Airports") in order to perform certain work and provide certain services in connection with helicopter flights operating between the Airports, and other regional airports; and

WHEREAS, City is willing to grant a license to The Blade for the use of such Premises, which shall be revocable at will by the Commissioner of the Department of Aviation ("Commissioner"), and subject to certain other terms and conditions, including payment of appropriate fees and charges; and

WHEREAS, The Blade will execute an Airport License and Agreement, the form of which was previously authorized by the City Council of the City on February 4, 1992 (Council Journal of Proceedings, page 12032), for the landing, taking off, flying over, taxiing, loading, and unloading of its helicopters, and any functions incidental thereto at the Airports; and

WHEREAS, City, desires to change the landing fee charges for helicopter operations; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute and the City Clerk to attest, upon the recommendation of the Commissioner, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with The Blade to license the use of the Premises described therein, such agreement to be in substantially the form attached hereto as Exhibit 1.

SECTION 3. The Commissioner is hereby further authorized to impose, charge and collect Five Dollars ($5.00) per landing for each helicopter landing at O'Hare, Meigs or Chicago Midway Airport from a scheduled helicopter operator. Such funds as are received are hereby appropriated and the City Comptroller is hereby authorized to encumber and expend such funds.

SECTION 4. Nothing in this ordinance shall be construed to grant, or authorize the granting of, an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the City expressly reserves the right to grant to others the privileges and rights contemplated herein.

SECTION 5. It is the intention of this City Council that, if any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Facilities License Agreement.

This Facilities License Agreement ("License") is made and entered into this _____ day of _____, _____, by and between the City of Chicago, acting through its Department of Aviation ("Licensor"), and The Blade, Inc., a Minnesota corporation, doing business as The Blade of Chicago, Inc. ("Licensee").

Recitals.

Whereas, Licensor operates two airports, known as Chicago O'Hare International Airport and Meigs Field ("Airports"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, Licensee desires to use certain space at the Airports, more specifically identified on (Sub)Exhibit 1, attached hereto and incorporated by reference herein ("Premises"), which (sub)exhibit may be modified in the sole discretion of the Commissioner of the Department of Aviation ("Commissioner") without necessity of a formal amendment pursuant to Section 8.03 herein, for those purposes set forth on (Sub)Exhibit 2, attached hereto and incorporated by reference herein, which (sub)exhibit may be

modified in the sole discretion of the Commissioner without necessity of a formal amendment pursuant to Section 8.03 herein; and

Whereas, Licensor is willing to permit the use of such Premises, subject to certain terms and conditions;

Now, Therefore, In consideration of the promises and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Article I.

Incorporation Of Recitals.

1.01 Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Premises.

2.01 Use Of Premises.

Licensor hereby grants, and Licensee hereby accepts, a License for the exclusive use of the Premises, subject to the terms and conditions of this License, and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances, and executive orders, solely for those purposes set forth in (Sub)Exhibit 2 hereto and for no other purpose.

2.02 Access.

Licensee shall have ready and convenient access to the Premises, subject to the rules and regulations of the Airports, including, but not limited to, the security and safety rules of the F.A.A. and Licensor. The License is subject to a reservation of easement rights by Licensor for access to the Premises for maintenance, repair, and inspection. Licensor shall give Licensee reasonable notice prior to its exercise of such easement right.

2.03 Relocation.

If at any time before the expiration of this License, Licensor desires to change the location of the Premises, such relocation shall be at the expense of Licensee. Licensor shall give notice to Licensee of Licensor's intent to relocate Licensee thirty (30) days prior to the effective date of the relocation. Such notice shall include a description of the new premises and the effective date of such relocation. Licensor shall use its best efforts to insure that the new premises are comparable in size and location to the Premises. The determination of comparability shall be in the reasonable discretion of the Commissioner. The terms and conditions of this License shall apply to the new premises under such relocation and (Sub)Exhibit 1 hereto may be revised by the Licensor to show the relocated premises without need for a formal amendment to this License.

2.04 Present Condition Of The Premises.

Licensee, by the execution of this License, accepts the Premises in an "as-is" condition. Licensor makes no warranty, either express or implied, as to the condition of the Premises or that the Premises will be suitable for Licensee's purposes or needs.

2.05 Modifications To Premises.

(a) Licensee may, from time to time, install facilities and improvements and modify or expand existing facilities or improvements in its Premises. Before entering into any contract for such work, Licensee shall first submit to the Commissioner for prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Licensee shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Licensee shall include in all construction contracts a provision requiring the contractor to indemnify, hold harmless, and defend City, its officers, agents, and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work. Licensee shall provide, or shall require its contractor to provide, liability insurance covering the foregoing, and naming the City as an additional insured. Licensee shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airports.

(c) All work performed by Licensee or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or the authorized representative of the Commissioner, at any time.

(d) Licensee shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Premises.

(e) Licensee shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen, suppliers, and others for all work performed and for all materials furnished for or on account of Licensee.

(f) Licensee shall keep its Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

2.06 Utilities.

Licensee shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the Premises, whether furnished by Licensor or purchased by Licensor on behalf of Licensee, or furnished to Licensee by independent contractors.

2.07 Taxes, Licenses And Permits.

Licensee shall pay all taxes and obtain all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the Premises. Licensee may, in good faith, contest any taxes imposed in connection with its use of the Premises, provided, however, that such contest shall in no way put Licensor in jeopardy.

2.08 Operations.

Licensee shall be responsible for any and all charges incurred in connection with its operations. Licensee shall further restore and replace any property damaged as a result of Licensee's operations. Licensee shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible for any maintenance which is a result of Licensee's operations.

2.09 Nonassignment.

This License is personal and is granted solely to the Licensee and solely for the purposes stated herein. Licensee shall not assign or subcontract any of its rights or interests under this License to any other party without the written consent of the Commissioner, which consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be void and without effect as to the Licensor.

Article III.

Duration Of License.

3.01 Duration Of License.

The License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Licensee thirty (30) days written notice in accordance with the terms and conditions hereof. In the event Licensee no longer possesses the necessary licenses, permits, or other authorizations in connection with the use of the Premises, or the purposes set forth on (Sub)Exhibit 2 are no longer being performed by the Licensee, the Commissioner may revoke this License upon ten (10) days notice. The duration of the License shall not exceed two (2) years from the date of issuance.

3.02 Vacation Of Premises.

Licensee shall provide Licensor with written notice no less than thirty (30) days prior to its vacation of the Premises at the Airports.

3.03 Waiver Of Forcible Detainer.

(a) Licensee covenants and agrees to yield and deliver peaceably to Licensor possession of the Premises on the date of the revocation or expiration of this License, promptly and in as good condition as at the issuance of the License, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Premises, reasonable wear and tear excepted.

(b) The personal property owned and placed or installed by Licensee in its Premises shall remain the property of Licensee and must be removed on or before the revocation or expiration of the License, at the Licensee's sole risk and expense. Any damage to the Airports, the structure, the Premises, or any fixtures located therein, resulting from such removal shall be paid for by

Licensee. Upon the expiration or revocation of this License, Licensee shall have thirty (30) days during which to remove such property; provided, however, Licensor shall have the right to assert such lien or liens against said property as Licensor may by law be permitted. So long as any such property remains in the Premises, Licensee's obligation to pay any fees shall continue with respect to such Premises.

(c) If Licensee's property is not removed as herein provided, Licensee shall be deemed to have waived the Forcible Entry and Detainer Act, 735 ILCS 5/9-101, and Licensor may, at its option, deem such property abandoned and keep such property or, after written notice to Licensee and at Licensee's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in Licensor's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Licensee to Licensor, and any balance remaining shall be paid to Licensee.

Article IV.

Payment Of License Fees.

4.01 Basis Of Payment.

The basis of payment shall be as set forth in (Sub)Exhibit 3, attached hereto and incorporated by reference herein.

4.02 Place Of Payment And Late Fees.

(a) All amounts due from Licensee hereunder shall be paid to the City at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate of 10% per annum.

(c) Notwithstanding the foregoing, Licensee shall not abate, suspend, postpone, set-off, or discontinue any payments of fees payable hereunder.

4.03 Security Deposit.

The security deposit shall be as set forth in (Sub)Exhibit 4, attached hereto and incorporated by reference herein.

Article V.

Indemnity And Insurance.

5.01 Indemnity.

Licensee agrees to indemnify, defend, save, and hold Licensor fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and expert's fees) arising from, related to, or caused by Licensee's use of, or occupancy of, or operations at the Airports; provided, however, that Licensee shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of Licensor, its agents, officials, or employees.

5.02 Insurance.

Licensee agrees to provide the insurance coverage as set forth in (Sub)Exhibit 5, attached hereto and incorporated by reference herein.

Article VI.

Compliance.

6.01 Compliance With All Laws.

Licensee shall, and shall cause any contractors to, observe and comply with, and pay all taxes and obtain all licenses, certificates, and other authorizations required by, all applicable federal, state, county, and municipal laws, statutes, ordinances, and executive orders, including, but not limited to, those set forth below. Licensee agrees to make a part of and incorporate into this License, by reference or by setting forth at length, at the option of the Licensor, any and all statutes, rules and regulations required pursuant thereto which may now or hereafter be required by any federal, state, county, and municipal agency. Further, Licensee shall execute and shall cause any contractors to execute, a Contractor's Affidavit in the form attached hereto as (Sub)Exhibit 6.

Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations and rules, pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

a. Nondiscrimination.

1. Federal Requirements.

It shall be an unlawful employment practice for Licensee (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap/disability, or national origin.

Licensee shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended, and the Civil Rights Act of 1991, P.L. 102 -- 166. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sec. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Sec. 793 -- 794 (1981); Americans With Disabilities Act, 42 U.S.C.; and 41 C.F.R. Part 60, et seq. (1990).

2. State Requirements.

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Licensee shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq. (1990), as amended.

3. Municipal Code Requirements.

Licensee shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010, et seq. of the Chicago Municipal Code (1990), as amended. Further, Licensee shall furnish and shall cause each of its

contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

b. Ethics.

Licensee warrants and represents that no officer, agent or employee of Licensor is employed by Licensee or has a financial interest directly or indirectly in this License or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this License by or on behalf of any contractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Licensee further acknowledges that any License entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the Licensor.

c. Ineligibility.

Licensee warrants and represents that Licensee and, to the best of its knowledge, its contractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

d. Inspector General.

Licensee shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Licensee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All contracts shall inform contractors of the provisions and require understanding and compliance herewith.

e. MacBride Ordinance.

Licensor, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in

Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Licensee conducts any business operations in Northern Ireland, it is hereby required that Licensee shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

f. Anti-Scofflaw.

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the Licensor under the License or permitted at law or in equity, the Licensor shall be entitled to set-off a portion of any amounts due Licensee hereunder in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Licensee to the Licensor. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the Licensor for which the period granted for payment has expired.

2. Notwithstanding the provisions of Subsection 1 above, no such Debt or outstanding parking violation complaint shall be offset from the compensation hereunder if one or more of the following conditions are met:

(1) Licensee has entered into an agreement with the Department of Revenue, or other appropriate Licensor department, for the payment of all outstanding parking violation complaints and/or debts owed to the Licensor and Licensee is in compliance with the agreement; or

(2) Licensee is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(3) Licensee has filed a petition in bankruptcy and the debts owed the Licensor are dischargeable in bankruptcy.

g. Security Act.

This License is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that the Licensee, or any individual employed by the Licensee, has (i) unescorted access to aircraft located on or at the Licensor's Airports; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Licensee shall be subject to, and further shall conduct with respect to its contractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and the Licensor may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Act, Licensee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the Licensor. Finally, in the event this License involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Licensor's Airports, the Licensee shall, notwithstanding anything contained in the License, at no additional cost to the Licensor, perform such work in compliance with those guidelines developed by the Licensor and the Federal Aviation Administration with the objective of maximum security enhancement.

6.02 Compliance With All Rules And Regulations.

(a) Licensee shall obey all Airport rules and regulations governing the conduct and operations of the Airports, promulgated from time to time by Licensor, provided, however, that such Airport rules and regulations must not be inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airports. Except in cases of emergency, no such rule or regulation shall be applicable to Licensee unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(b) Upon written request of Licensee, Licensor shall supply Licensee with a copy of Licensor's current Airport rules and regulations.

(c) Nothing herein shall be construed to prevent Licensee from contesting in good faith any Airport rule or regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Licensee.

6.03 Compliance With F.A.A. Standards.

Licensee shall comply, and shall cause its contractors to comply, with all laws, rules and regulations promulgated by the F.A.A. including, but not limited to, the following:

(a) Prohibition Against Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privileges and rights of conducting any or all activities of an aeronautical nature.

(b) Government Inclusion. Licensee covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airports. Licensee further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

(c) Nondiscrimination. This Agreement involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Licensee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (i) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (iii) that Licensee shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

(d) Nondiscrimination in Furnishing Services. Licensee agrees to furnish services in the United States in compliance with federal law and on a fair and not unjustly discriminatory basis to all users thereof, and to

charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Article VII.

Notices.

7.01 Notices.

Any notice required pursuant to this License shall be mailed, telexed, telecopied or personally delivered to the respective parties at the following addresses:

If To Licensor:

Department of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

Attention: Commissioner

If To Licensee:

The Blade, Inc.

_____

_____

_____

Attention: Adi Juravin

And

Lonni E. Berkley, Esq.
Vigil Berkley Schulz & Gordon, P.C.
Suite 3750
Three First National Plaza
Chicago, Illinois 60602

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if

sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Article VIII.

General Conditions.

8.01 Applicable Law.

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of Illinois.

8.02 Severability.

If any provisions of this License shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this License shall not affect the remaining portions of this License or any part thereof.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this License, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Licensee and by the Commissioner or his respective successors and assigns.

8.04 No Personal Liability.

No official, employee, or agent of the Licensor shall be charged personally by the Licensee, its officials, employees, agents, or contractors with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of the Licensor's execution or attempted execution, or because of any breach thereof.

8.05 Subordination.

This License shall be subordinate to any and all (i) agreements between the Licensor and the F.A.A. and (ii) agreements for the use and lease of terminal facilities at the Airports between the Licensor and various airlines.

8.06 Entire Agreement.

This License, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this License that are not expressly addressed herein and therein.

Article IX.

Authority.

9.01 Licensor's Authority.

This License is authorized by an ordinance passed by the City of Chicago City Council on _____ (pages _____ through _____).

9.02 Licensee's Authority.

Execution of this License by Licensee is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Licensee have been made with complete and full authority to commit Licensee to all terms and conditions of this License, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

In Witness Whereof, The parties have caused this License to be executed on the date first written above.

City:

_____
Mayor

Licensee:

By: _____

Name: _____

Title: _____

_____
City Clerk

Attest:

By: _____

Name: _____

Title: _____

_____
Commissioner
Department of Aviation

_____
Comptroller

Airline's Agent for Service of Process:

_____

_____

_____

_____

Approved As To Form And Legality:

_____
Corporation Counsel

[(Sub)Exhibit 1 referred to in this Facilities License Agreement printed on pages 54205 through 54209 of this Journal.]

(Sub)Exhibits 2, 3, 4, 5 and 6 referred to in this Facilities License Agreement read as follows:

(Sub)Exhibit 2.
(To Facilities License Agreement)

This (sub)exhibit is referenced under Section 2.01 Use of Premises of this License.

1. Grant Of Rights.

Licensee shall have the right to use airport terminal space at Merrill C. Meigs Field ("Meigs") and Chicago O'Hare International Airport ("O'Hare") to conduct a helicopter transportation business for the movement of passengers and small packages and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

a. Use Of Airport Facilities.

1. The right to occupy and use space for kiosks in Terminals 2 and 3 at O'Hare and the two counters on either side of the Meigs Field Terminal Lobby, measuring 140 square feet each, as designated on (Sub)Exhibit 1 for the sale of passenger tickets, the servicing of passengers and the reception and forwarding of small packages.

2. The right to use interior office space at Meigs in the north wing on the second floor of the terminal, measuring 250 square feet.

3. The right to use the designated operations areas at O'Hare and Meigs for its helicopter landing and take-offs and for the loading and unloading of passengers and small packages by Licensee's employees, agents and contractors, by such means as may be reasonably necessary or convenient.

4. The right to use the designated areas at O'Hare and Meigs for public access, including but not limited to the roadway/vehicle parking systems, for the loading or unloading of passengers and small packages by Licensee's employees, agents and contractors by such means as may be reasonably necessary or convenient.

b. Other Rights.

1. The right to train personnel in Licensee's employ or under Licensee's direction.

2. The right to conduct operations or activities other than those listed above, related to the service of Licensee's passengers and the movement of passengers and small packages, which are reasonably necessary or convenient to the conduct by Licensee of a helicopter transportation business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

2. Restrictions.

The foregoing shall not be construed to authorize Licensee to conduct any business other than a helicopter air transportation business. This License does not grant, and should not be construed as granting rights broader than those granted to airlines signatory to any airport use agreement and facilities lease.

(Sub)Exhibit 3.
(To Facilities License Agreement)

This (sub)exhibit is referenced under Section 4.01 Basis of Payment of this License.

1. Landing Fees For Helicopter Operations.

a. Licensee agrees to pay the landing fees incurred in Licensee's helicopter air transportation business at Chicago O'Hare International Airport ("O'Hare"), Merrill C. Meigs Field ("Meigs"), and Chicago Midway Airport ("Midway") at $5.00 per landing.

b. Not later than by the fifteenth (15th) of each month of each Fiscal year, Licensee shall complete and file with Licensor the following information and data for the previous calendar month:

1. the number of landings at O'Hare, Midway and Meigs, separately;

2. the number of enplaned and deplaned passengers at O'Hare, Midway and Meigs, separately.

c. Fees for the overnight parking of helicopters will be assessed by Licensor and remitted to any fixed base operator, authorized by the City to collect such fees on Licensor's behalf, that Licensee chooses to use.

d. Licensee shall maintain at Meigs such books, records and accounts as are relevant to the determination of the prescribed landing fees and the information on which Licensee's monthly reports to Licensor are based. Licensor and such persons as may be designated by the Licensor shall have the right during normal business hours to examine, make copies of and take extracts from such books, records and accounts.

e. Licensee will be billed once a month for landing fees, based on the report presented in 1b above.

2. Terminal Rental.

a. Upon beneficial occupancy of Licensee terminal space at O'Hare, as designated on (Sub)Exhibit 1 (1 of 5 and 2 of 5), Licensee shall pay, on a monthly basis, an amount representing 1/12 of the annualized rate of $30.00 per square foot to Licensor. Billing for the first month will be in arrears and prorated, if applicable, for any partial month of use and occupancy. Billings after the first month will be due monthly, in advance.

b. Upon beneficial occupancy of one or both of the Licensee's counters on the first floor of the Lobby of the Terminal at Meigs, as designated on (Sub)Exhibit 1 (4 of 5), Licensee shall pay, on a monthly basis, an amount representing 1/12 of the annualized rate of $15.43 per square foot for the counters to Licensor. Billing for the first month will be in arrears and prorated. Billings after the first month will be due monthly, in advance.

c. Upon beneficial occupancy of the office on the second floor of the Terminal at Meigs, as designated on (Sub)Exhibit 1 (5 of 5), Licensee shall pay, on a monthly basis, an amount representing 1/12 of the annualized rate of $8.64 per square foot to Licensor. Billing for the first month will be in arrears and prorated, if applicable, for any partial month of use and

occupancy. Billings after the first month will be due monthly, in advance.

(Sub)Exhibit 4.
(To Facilities License Agreement)

This (sub)exhibit is referenced under Section 4.03 Security Deposit of this License.

1. In order to guarantee timely payment of all Licensee's fees and charges, Licensee shall submit to Licensor, ten (10) days prior to the effective date of this License, a security deposit in the form of an Irrevocable Letter of Credit from a bank acceptable to Licensor or a Performance Bond from a surety acceptable to Licensor, in the amount of Seventeen Thousand and no/100 Dollars ($17,000.00).

2. Said security deposit can be increased by the Commissioner should Licensee's helicopter operations at O'Hare, Midway and Meigs combined increase beyond 1,500 landings per month. Licensee agrees to increase its security deposit by multiplying the projected increase in landings over the following three (3) months by $5.00.

3. At any time Licensee is more than thirty (30) days past due on the payment of Licensor's fees and charges, Licensor, upon written notice to Licensee, shall be entitled to apply the security deposit described hereinabove to such payment. In such an event Licensee shall again meet the security deposit requirement set forth in paragraph 1 above written seven (7) days from its receipt of such written notice.

(Sub)Exhibit 5.
(To Facilities License Agreement)

Licensee Insurance Requirements.

This (sub)exhibit is referenced under Section 5.02 Insurance of this License.

The Licensee shall procure and maintain, or cause its helicopter operator to procure and maintain, the types of coverages specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this License performed by the Licensee or by its contractors.

The kinds and amounts of insurance required are as follows:

1. Helicopters Operations.

   a. Workers' Compensation And Occupational Disease Insurance.

      Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this permit. 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 $10,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, pollution liability, non-owned automobile broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

   c. Automobile Liability Insurance.

      When any motor vehicles are used in connection with the helicopter operations in the transfer of passengers and small freight between helicopter and take-off areas and designated terminal locations, the Licensee shall provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

d. Additional Insurance.

The Licensee shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation, Title 40 of the Code of Federal Regulations, Protection of Environment, and any other applicable federal, state, or local regulations.

2. Terminal Operations.

a. Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this permit. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

b. Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

c. Automobile Liability Insurance.

When any motor vehicles are used in connection with the helicopter operations in the transfer of passengers and small freight between helicopter landing and take-off areas and designated terminal locations, the Licensee shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

3. Other Insurance Provisions.

The Licensee will furnish the City of Chicago, Department of Aviation, Chicago O'Hare International Airport, Box 66142, Chicago, Illinois 60666, original Certificates of Insurance, evidencing the required coverages to be in force on the issuance date of this License, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this License. The Licensee shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form, (copy attached) prior to contract award.

The insurance hereinabove specified shall be carried so long as helicopter service operations will be performed at the Airport. Failure to carry or keep such insurance in force will constitute a violation of the License and Licensor maintains the right to revoke the License until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to Licensor in the event coverage is substantially changed, canceled, or nonrenewed.

The Licensee shall require all its contractors to carry the insurance required herein, or Licensee may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall so stipulate.

Licensee expressly understands and agrees that any insurance coverage and limits furnished by Licensee shall in no way limit the Licensee's liabilities and responsibilities specified within the License or by law.

The Licensee shall agree and shall cause each contractor to agree that insurer shall waive its rights of subrogation against Licensor.

The Licensee expressly understands and agrees that any insurance maintained by Licensor shall apply in excess of and not contribute with insurance provided by the Licensee under the License.

If Licensee or its contractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Licensee and each of its contractors, shall be responsible for the acquisition and cost of such additional protection.

Licensor maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(Facilities License Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

_____

_____

Federal Employer I.D. Number: _____

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 -- 4), II (page 4), IIIC (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned _____, as _____
(Name) (Title)
and on behalf of _____("Contractor") having been duly
(Business Name)
sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: (Check One)
[ ] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture [ ] Other

Section I.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

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

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 II.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section III.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

Section IV.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

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

Names of all directors of corporation (or attach list):

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 Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: _____ No: _____

2) How many persons are currently employed by bidder/proposer?_____

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

If "Yes", list such bidder/proposer business addresses:

_____

_____

_____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations?_____

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: _____

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] 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[1], 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[1] during a period of 3 years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

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

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[3] 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[3] during a period of five years prior to the date of submittal of this bid, proposal or response[2].

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[4] 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[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavait. 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 A (1) (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 Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the 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.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1._____ 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.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections 1 and 2 of this Section III C above[5].

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: the 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; a 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(b) 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 agent, 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 Contractor 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 City of Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, 720 ILCS 5/33E-3.

4. For purposes of Section IIIA of this Certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract. 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.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

_____
Signature of Authorized Officer

_____
Name of Authorized Officer
(Print or Type)

_____
Title

_____
Telephone Number

State of _____

County of _____

Signed and sworn to before me this _____ day of _____, 19 ___, by

_____(Name) as _____ (Title) of

_____ (Contractor).

_____
Notary Public Signature

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION FOR CONSTRUCTION OF NEW AIR TRAFFIC CONTROL TOWER AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 3, 1994.

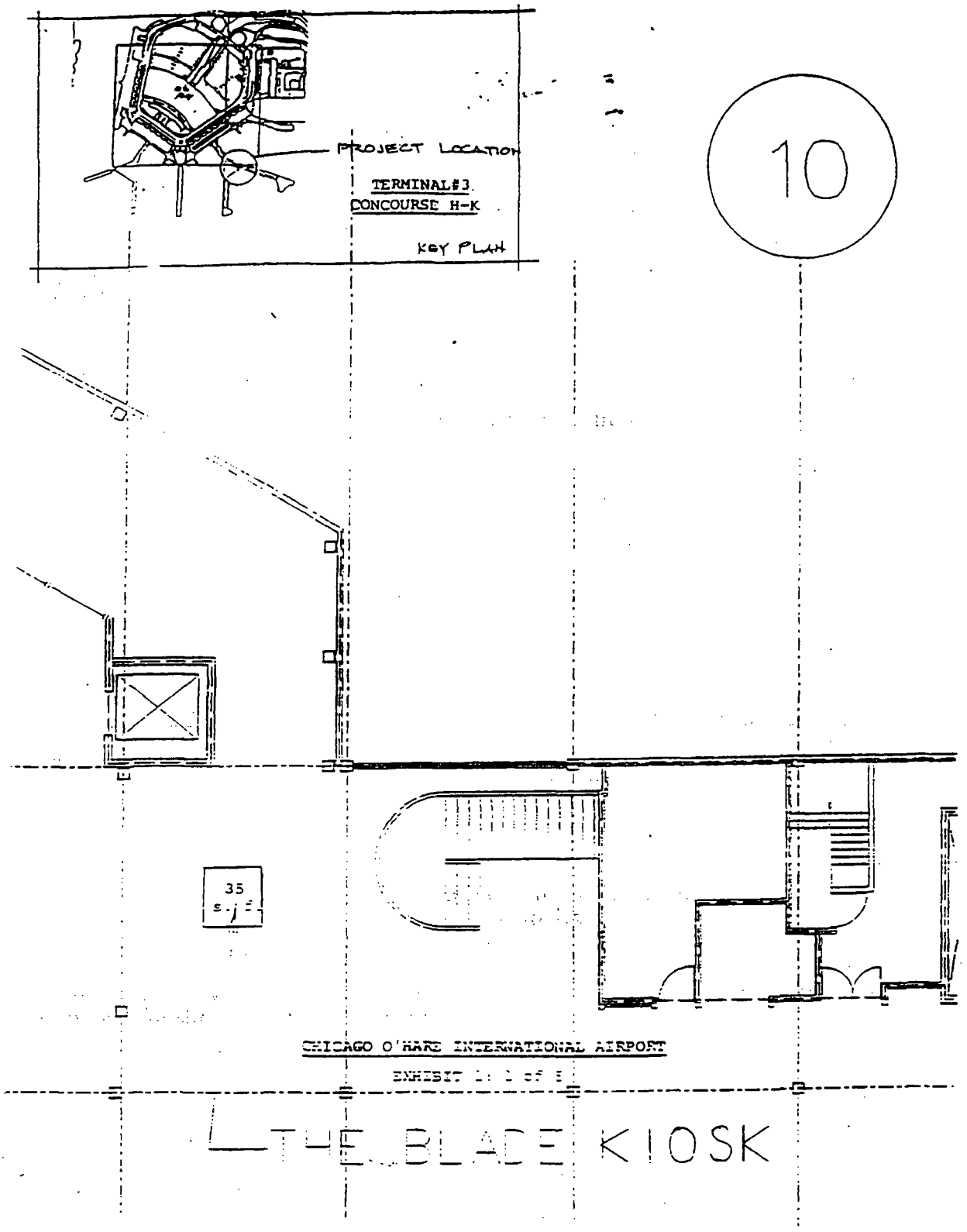
To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, at the request of the Commissioner of Aviation, transmitting an ordinance (referred on July 13, 1994) authorizing the execution of a lease between the City of Chicago and the Federal Aviation Administration ("F.A.A.") for property on which the FAA will construct a new airport traffic control tower at Chicago Midway Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 54210)

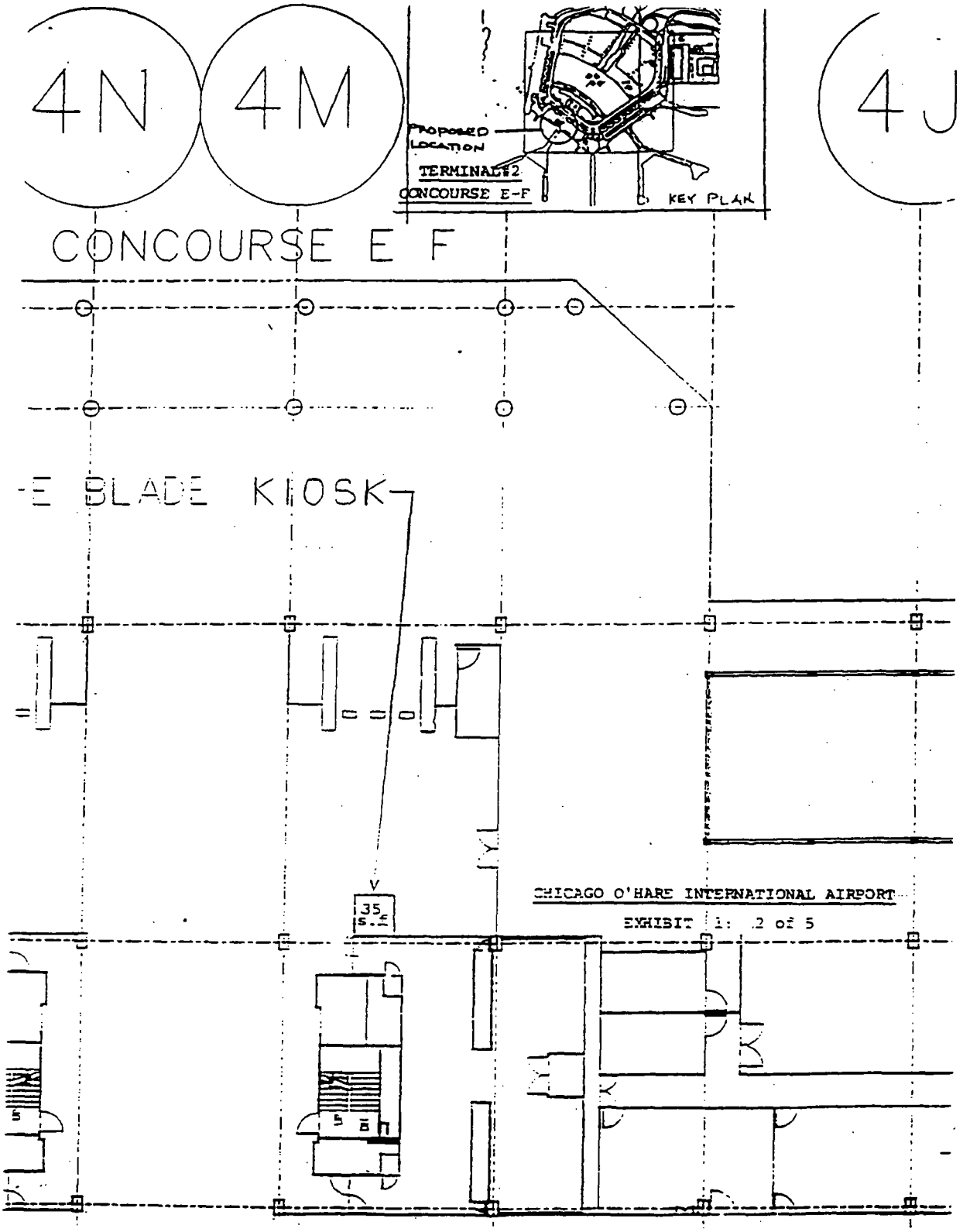
(Sub)Exhibit 1.
(To Facilities License Agreement)

(Page 1 of 5)



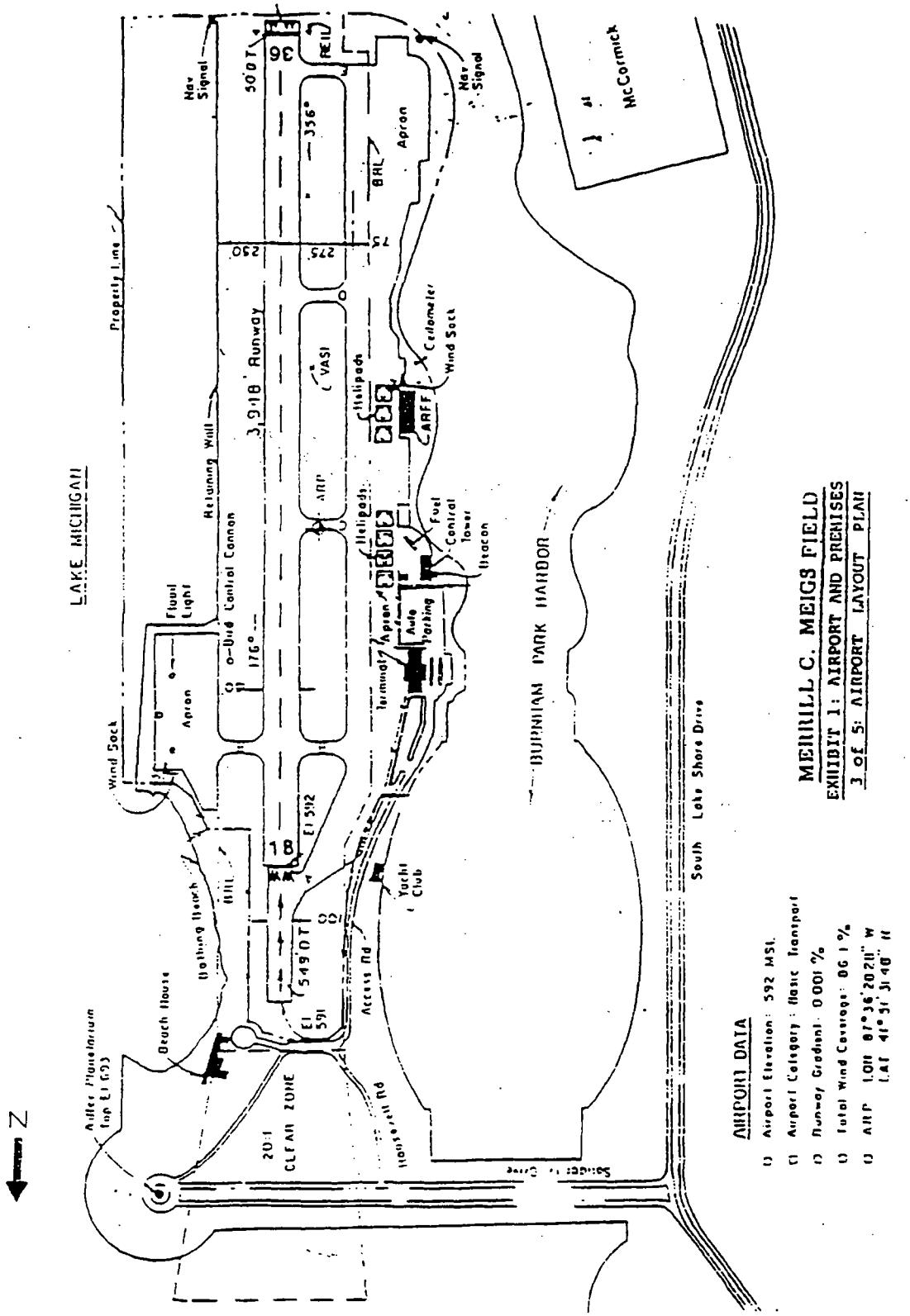
(Sub)Exhibit 1.
(To Facilities License Agreement)

(Page 2 of 5)



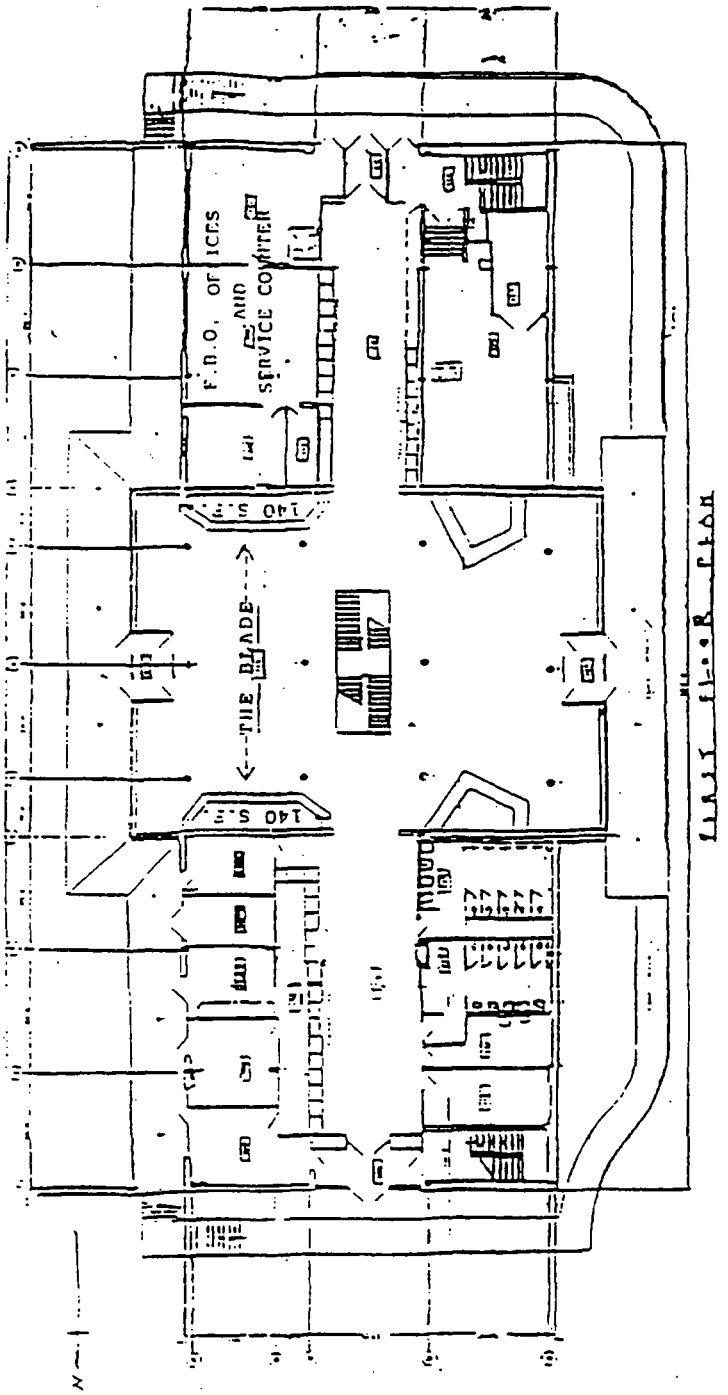
(Sub)Exhibit 1.
(To Facilities License Agreement)

(Page 3 of 5)



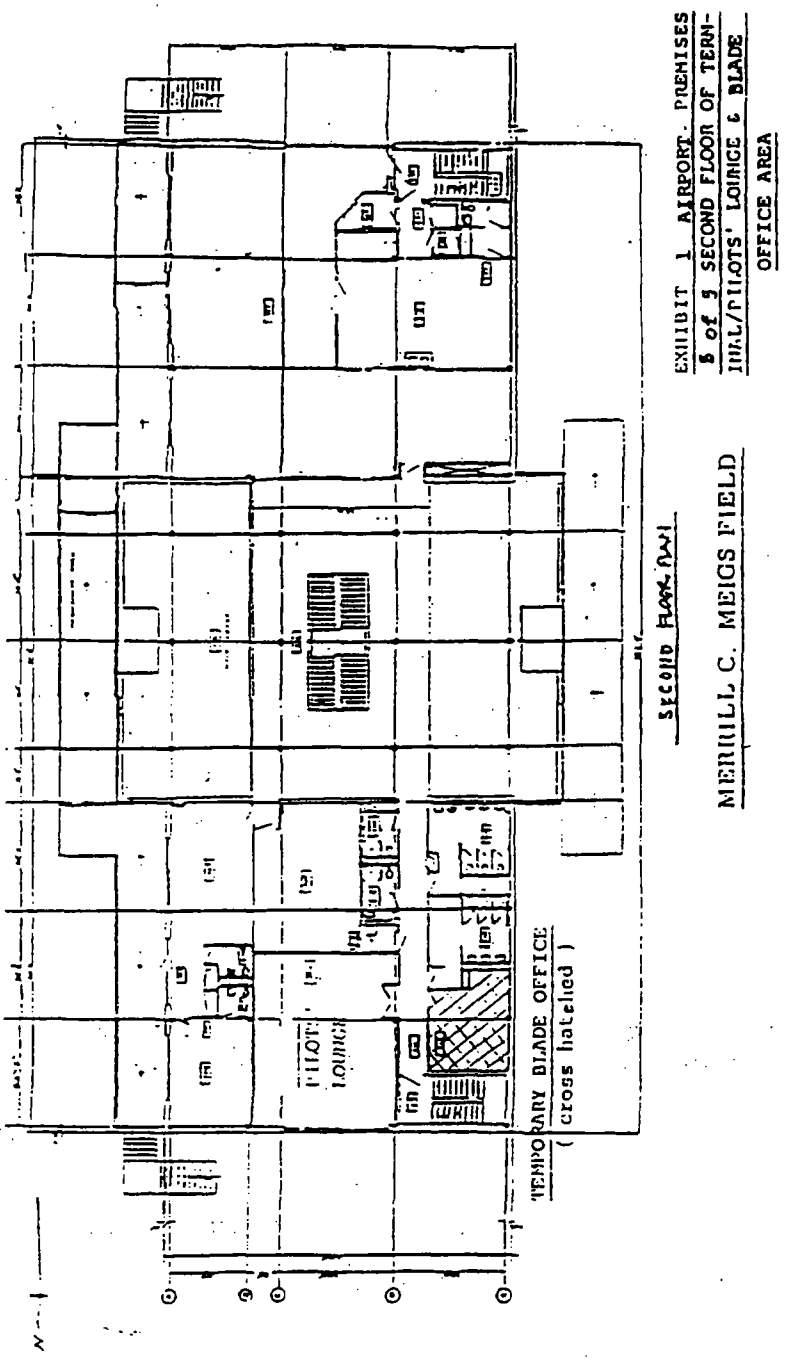
(Sub)Exhibit 1.
(To Facilities License Agreement)

(Page 4 of 5)



(Sub)Exhibit 1.
(To Facilities License Agreement)

(Page 5 of 5)



(Continued on page 54204)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor, or his proxy, is authorized to execute, subject to the recommendation of the Commissioner of the Department of Aviation, and the approval of the Comptroller and of the Corporation Counsel as to form and legality, a lease agreement with the Federal Aviation Administration ("F.A.A.") in substantially the form attached hereto as Exhibit A.

SECTION 2. The funds to be provided by the F.A.A. pursuant to this lease agreement are hereby appropriated and the Comptroller is authorized to expend such funds for the purposes stated therein.

SECTION 3. This ordinance shall be effective on and as of the date of its passage.

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

Exhibit "A".

Lease No. DTFA14-94-L-R2038
A.T.C.T.
Chicago Midway Airport.

This Lease, made and entered into as of this ____ day of _____, 1994, by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois, acting through its Department of Aviation (the "Lessor"), and the United States of America, acting through the Federal Aviation Administration (the "Government").

Recitals.

Whereas, The Lessor owns and operates an airport known as Chicago Midway Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, The Government currently operates and maintains an air traffic control tower at the Airport; and

Whereas, The Government now desires to lease land from the Lessor at the Airport in order to construct a new air traffic control tower and base building (collectively, "A.T.C.T.") at such Airport; and

Whereas, The new A.T.C.T. will provide greater efficiency for operations conducted by the Government and would benefit both the Lessor and the parties using the Airport; and

Whereas, The Government shall design, fabricate, construct, install, test, start-up, operate, and maintain the new A.T.C.T. at its own expense and at no cost to the Lessor; and

Whereas, The construction of the A.T.C.T. will displace certain tie-downs for general aviation aircraft at the Airport; and

Whereas, The Lessor is willing to relocate such tie-downs; and

Whereas, The Government is willing to pay the Lessor for the costs of construction for new tie-downs an amount not to exceed Twenty-seven Thousand Dollars ($27,000);

Now, Therefore, In consideration of the benefits conferred on the Lessor and the Government, and of the mutual covenants and promises herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Article I.

Incorporation Of Recitals.

1.01

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Terms And Conditions.

2.01 Lease Of Premises.

The Lessor hereby leases to the Government, and the Government hereby leases from the City, the property as depicted and described on (Sub)Exhibit A, attached hereto and made a part hereof ("Premises"), upon which the Government shall construct a new A.T.C.T.. In addition, the Government shall have the following rights and obligations with respect to the Premises:

(a) The Government shall have a right-of-way for ingress to and egress from the Premises; a right-of-way for subsurface power, communication and/or water and sewer lines to the Premises; all rights-of-way to be, if necessary, over adjoining property of the Lessor. Such rights-of-way shall be by routes reasonably determined to be the most convenient to the Government; provided, however, that the Lessor shall be notified prior to the utilization of any such rights-of-way and shall be given the opportunity to suggest alternative routes.

(b) The Government shall have the right of grading, conditioning and installing drainage facilities; seeding the soil of the Premises and removing any or all obstructions from the Premises which may constitute a hindrance to the establishment and maintenance of the Premises.

(c) In addition to the right to construct the A.T.C.T., the Government shall have the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the Premises hereby leased in support of the A.T.C.T.; provided, however, that the Lessor retains the right to approve any exterior signs located on the Premises, which approval shall not be unreasonably withheld. Prior to the commencement of the work, and thereafter as often as may be necessary to provide Lessor with current and complete information about the work, the Government shall submit to the Lessor (i) initial and updated construction schedules (which shall be reviewed by the Lessor 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 the Government's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) the Government's traffic management plans. Except as provided in Section 4.03 herein, alterations, fixtures, additions, structures or signs placed in or upon, or attached to the Premises shall be and remain the property of the Government, and shall be removed upon the date of expiration or termination of this Lease, or within ninety (90) days thereafter, by or on behalf of the Government.

(d) The Government shall have the right to make underground connections and extensions at its own expense, with all existing and future gas, electric power, water, sewer, heating water, chilled water conduits and ducts; to relocate existing conduits, ducts, and manholes; and to install and maintain, as necessary or desirable, new conduits, ducts, and manholes, within or without the Premises over routes and at locations when outside the Premises subject to approval by the Lessor, which approval shall not be unreasonably withheld.

(e) The Government, its officials, employees, agents and contractors, shall have ready and convenient access to the Premises at all times, subject to the security and safety rules of the Lessor and to the operational needs of the Airport. The Government shall secure in its own name and at its sole cost all applicable permits and authorizations with regard to any construction, installation, or testing on the Airport. The Government shall restore any part of the Airport which is damaged by the construction, installation, operation, maintenance, repair, replacement and removal of the A.T.C.T. to the condition of the Airport immediately prior to the occurrence of such damage.

(f) The Government warrants that it has inspected the Premises, and any other areas in the Airport as may be necessary to perform work on the A.T.C.T.; that it accepts the Premises as is; that it was permitted access to any person or information in connection with its investigation of the Premises and such areas; that the time for such investigation was

adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever, by Lessor, its officials, agents or employees, has been made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Premises or such other areas.

2.02

The Government shall contract separately with the appropriate service providers for all utility services.

2.03

To the extent authorized by the Federal Tort Claims Act, 28 U.S.C., Sec. 2671, et seq., the Government assumes full control and sole responsibility for its equipment, personnel and activities incident to this Lease.

Article III.

Consideration.

3.01

Pursuant to the Government Grant Assurance No. 28, the Lessor shall furnish the Premises without cost to the Government, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the air traffic control facilities upon the Premises hereby leased.

3.02

The Government recognizes that certain general aviation aircraft tie-downs will be dislocated as a result of the construction of the A.T.C.T.. In consideration of the Lessor's willingness to relocate such tie-downs, the Government shall pay the Lessor for the construction of new tie-downs an amount not to exceed Twenty-seven Thousand Dollars ($27,000.00). The Government shall make such payment in the form of a government check, payable in full amount to Fund No. _____ (Contract No. _____), no less than thirty (30) days after the Lessor notifies the

Government that the Lessor has issued a notice-to-proceed to the Lessor's contractor in connection with the construction of the new tie-downs.

Article IV.

Term Of Lease.

4.01

The term of this Lease shall commence as of the date first written hereinabove and terminate on September 30, 2032, unless terminated earlier in accordance with this Article IV.

4.02

(a) The Government may terminate this Lease, in whole or in part, at any time by giving at least thirty (30) days prior notice in writing to the Lessor.

(b) The parties may terminate this Lease, in whole or in part, at any time, by mutual agreement.

4.03

Upon termination of its occupancy either by expiration of this Lease or pursuant to Section 4.02, the Government shall have no obligation to restore and/or rehabilitate, either in whole or in part, the Premises, except as expressly stated herein. Further, the Government may abandon the Premises and any or all of the structures and equipment installed in or located upon such Premises by the Government during the term of this Lease. In the event that the Government abandons the Premises, the Government shall notify the Lessor in writing and such abandoned structures and equipment shall become the property of the Lessor.

Article V.

Lessor's Rights And Obligations.

5.01

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport boundaries that

may interfere with the proper operation of the A.T.C.T. installed by the Government under the terms of this Lease, unless consent hereto shall first be secured from the Government in writing.

5.02

Pursuant to the Government Grant Assurance No. 29(b), the Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by Airport improvements or changes which, in the Government's opinion, interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. Approval of an Airport Layout Plan by the Government does not waive the Lessor's responsibility to pay for said relocation. The Government shall not pay any part of such costs other than those provided by any existing federal aid to airports programs.

5.03

The Lessor shall, at no expense to the Government, provide the lighting control panels in the new A.T.C.T. and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of all runway and taxiway airfield lighting, and Airport beacon.

5.04

The Lessor shall be responsible for the proper and continued functioning of all Lessor-owned equipment and devices necessary for air traffic control operations.

5.05

The Lessor shall promptly advise the Government's duly authorized representative(s) in the new A.T.C.T. of any conditions which render all or any area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's new A.T.C.T. representative(s) prior to the time and maintenance or construction is begun on the Airport landing area, unless such action is in accordance with a schedule which has been previously coordinated with the A.T.C.T.; such notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for

approval no less than thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule.

5.06

The Government shall have absolute control of the operation of A.T.C.T. and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage and any claims from and against all loss, injury, or damage and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful act or omission of any Government agent, employee, and contractor operating in the A.T.C.T..

5.07

The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the Airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's A.T.C.T. on said Airport.

Article VI.

Compliance With All Laws.

6.01

The Government, and the Lessor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of the Lease. Further, this Lease, and any construction, installation, operation, maintenance, repair, replacement, and removal performed pursuant hereto, shall be subject to the rules and regulations of the Government for operations on or at the Airport.

6.02

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Lease or to any benefit arising from it.

However, this clause does not apply to this Lease to the extent that this Lease is made with a corporation for the corporation's general benefit.

6.03

(a) This Lease is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601 -- 613) (the "Act").

(b) Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the leasing parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretations of lease terms, or other relief arising under or relating to this Lease. A claim arising under a lease, unlike a claim relating to that Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Contracting Officer.

(2) For Lessor claims exceeding $50,000, the Lessor shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable.

(3) (i) If the Lessor is an individual, the certification shall be executed by that individual.

(ii) If the Lessor is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessor's plant or location involved; or

(B) An officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Lessor, render a decision within sixty (60) days of the request. For Lessor-certified claims over $50,000, the Contracting Officer must, within sixty (60) days, decide the claim or notify the Lessor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Lessor shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Contracting Officer.

Article VII.

Notices.

7.01

All notices shall be in writing and may be personally delivered or sent by United States certified or registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

If To Lessor:	City of Chicago Department of Aviation Attention: Commissioner Chicago O'Hare International Airport P.O. Box 66142 Chicago, Illinois 60666
If To The Government:	Federal Aviation Administration, AGL-56 2300 East Devon Avenue Des Plaines, Illinois 60018

7.02

Notices delivered personally are effective upon receipt. Notices sent by mail shall be effective upon the fourth day after mailing in accordance with this section.

7.03

General correspondence may be forwarded to the above addresses via first class mail.

Article VIII.

Authorization.

8.01

Execution of this Lease by the Lessor is authorized by ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page _____).

8.02

Execution of this Lease by the Government is authorized by virtue of standard governmental delegations of authority.

In Witness Whereof, The parties hereto have hereunto subscribed their names as of the date above written.

City of Chicago

_____
Mayor

Attest:

_____
City Clerk

Approved:

_____
Department of Aviation

_____
Comptroller

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

The United States of America

By: _____
Donald P. Russo

Title: Supervisory Realty Specialist, AGL-56B

(Sub)Exhibit "A" referred to in this Lease Agreement reads as follows:

(Sub)Exhibit "A".
(To Lease No. DTFA14-94-L-R2038)

Description Of Premises.

1. A plot of land, including surface and subsurface areas, to accommodate an Airport Traffic Control Tower and associated base structure. This plot of land is depicted on the attached plat of survey.

[Plat of Survey referred to in this (Sub)Exhibit "A" omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

COMMITTEE ON BUILDINGS.

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BUILDING BOARD OF APPEALS.

The Committee on Buildings submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration the proposed appointment of the following persons as members of the Building Board of Appeals for the terms indicated (which was referred on June 16, 1994):

Reappointed for term expiring April 21, 1996:

Mr. John G. Agrela, Mr. Nathaniel Gibson and Mr. Bernard A. Ma;

Reappointed for term expiring April 21, 1995:

Mr. Glenn M. Harston and Mr. Richard E. Zulkey; and

Appointed for a term expiring April 21, 1995:

Mr. Willie B. Finch, to succeed Ms. Helene Colvin (resigned),

begs leave to recommend that Your Honorable Body do *Approve* the proposed reappointments and appointment, which are transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. John G. Agrela, Mr. Nathaniel Gibson, Mr. Bernard A. Ma, Mr. Glenn M. Harston and Mr. Richard E. Zulkey and appointment of Mr. Willie B. Finch as members of the Building Board of Appeals were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 13, 1994.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders (which were referred on July 13, 1994), begs leave to recommend that Your Honorable Body do *Pass* the fifteen orders, which are transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

8410 West Bryn Mawr Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8410 West Bryn Mawr Avenue:

Dimensions: length, 31 feet; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 120 feet
Total Square Foot Area: 160 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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326 West Chicago Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 326 West Chicago Avenue:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: ____
Total Square Foot Area: 672 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7601 South Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windy Point Drive, Glendale Heights, Illinois 60139, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7601 South Cicero Avenue:

Dimensions: length, 50 feet; height, 3 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 1,750 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7979 South Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windy Point Drive, Glendale Heights, Illinois 60139, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7979 South Cicero Avenue, for Harlem Furniture:

Dimensions: length, 44 feet, 6 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 31 feet
Total Square Foot Area: 226 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

712 North Clark Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 712 North Clark Street:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 672 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1166 North Clark Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1166 North Clark Street, for retail offices:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 672 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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154 West Hubbard Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago,

Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 154 West Hubbard Street:

Dimensions: length, 100 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: 70 feet
Total Square Foot Area: 4,000 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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50 West Kinzie Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Patrick Media Group, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 50 West Kinzie Street, Chicago, Illinois:

Dimensions: length, 24 feet; height, 12.5 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 300 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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408 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Patrick Media Group, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 408 North LaSalle Street, Chicago, Illinois:

Dimensions: length, 24 feet; height, 12.5 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 300 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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531 North LaSalle Street.
(North Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 531 North LaSalle Street, for a north sign:

Dimensions: length, 36 feet; height, 14.5 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 522 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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531 North LaSalle Street.
(South Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 531 North LaSalle Street, for a south sign:

Dimensions: length, 36 feet; height, 14.5 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 522 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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540 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 540 North LaSalle Street:

Dimensions: length, 52 feet; height, 52 feet
Height Above Grade/Roof to Top of Sign: 68 feet
Total Square Foot Area: 2,704 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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620 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Triangle Sign Company, 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 620 North LaSalle Street, Chicago, Illinois, for Sportmart:

Dimensions: length, 15 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: Painted Wall
Total Square Foot Area: 600 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3192 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Paldo Sign Co., 8110 Grand Avenue, River Grove, Illinois 60171, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3192 North Milwaukee Avenue, for Polonaise Restaurant:

Dimensions: length, _____; height, _____
Height Above Grade/Roof to Top of Sign: 31 feet
Total Square Foot Area: 109 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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15 East Ohio Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 15 East Ohio Street:

Dimensions: length, 29 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,160 square feet.

Such sign(s) shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 401 NORTH ARMOUR STREET AND 1459 -- 1475 WEST HUBBARD STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Dexter Watson (27th Ward) authorizing Class 6(b) tax incentives for the property located at 401 North Armour Street and 1459 -- 1475 West Hubbard Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended (hereinafter referred to as the "Ordinance") wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this Ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for the tax abatement incentive; and

WHEREAS, Michael Zlatopolsky, Patrick Shay and Richard Baker, the beneficial owners (hereinafter referred to as the "Owner") of the property commonly known as 401 North Armour Street and 1459 -- 1475 West Hubbard Street, Chicago (hereinafter referred to as the "Subject Property"), have purchased the subject property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of rehabilitation expansion and new construction with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended renovation and re-occupancy; and

WHEREAS, The execution of this re-occupancy and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 17-08-136-026, 17-08-136-027, and 17-08-136-028 and further described in Exhibit A attached hereto; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended March 16, 1992; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 401 North Armour Street and 1459 -- 1475 West Hubbard Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 17-08-136-026, 17-08-136-027 and 17-08-136-028 and further described in Exhibit A attached hereto and made a part hereof; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

Exhibit "A" referred to in this resolution reads as follows:

Exhibit "A".

Parcel 1:

That part of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the northeast corner of Lot 1 in Block 19 in Bickerdike's Addition to Chicago; running thence east along the south line of Austin Avenue (formerly Hubbard Street) 112.2 feet more or less to the west line of Lot 5 in the subdivision of the east 1 acre of 2 acres east of and adjoining Block 19 aforesaid; thence south along the west line of said Lot 5, 128 feet; thence west to the east line of Block 19 aforesaid; and thence north along the east line of said Block 19 to the point of beginning, in Cook County, Illinois.

Parcel 2:

Lots 6, 7 and 8 in Block 19 in Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the southeast corner of Lot 8 in Block 19 aforesaid; running thence east along the north line of Kinzie Street 112.2 feet, more or less, to the west line of Lot 6 in the subdivision of the east 1 acre of 2 acres east of and adjoining said Block 19; thence north along the west line of said last described subdivision to a point on the west line of Lot 5 in said subdivision, 128 feet south of the south line of Austin Avenue (formerly Hubbard Street); thence west to a point on the east line of said Block 19 which is 128 feet south of the south line of Austin Avenue (formerly Hubbard Street); and thence south along the east line of said Block 19 to the point of beginning, in Cook County, Illinois.

Parcel 4:

Lots 1 to 5, 9, 10 and 11 in George Bickerdike's Subdivision of Lots 1 to 5 inclusive of Block 19 of Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

All that part of the east/west 16 foot public alley lying north of the north line of Lots 6, 7 and 8 in Block 19 in George Bickerdike's Addition to Chicago, being the west half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, lying south of the south line of Lot 9 in subdivision of Lots 1 to 5 in Block 19 of Bickerdike's Addition to Chicago, being the west half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian; lying west of a line drawn from the northwest corner of Lot 8 in subdivision of Lots 1 to 5 aforementioned to the southeast corner of Lot 9 in subdivision of Lots 1 to 5 aforementioned; and lying east of a line drawn from the northwest corner of Lot 6 in Block 19 in Bickerdike's Addition to Chicago aforementioned to the southwest corner of Lot 9 in subdivision of Lots 1 to 5 (except from the above described 5 parcels, taken as a tract, that part lying east and south of the following described lines:

beginning at a point on the south line of said tract 170.24 feet south 89 degrees, 32 minutes, 40 seconds east from the southwest corner thereof; thence north 00 degrees, 8 minutes, 33 seconds west along the southerly extension of and the east face of a brick building and its northerly extension for a distance of 78.50 feet to the north face of a brick building; thence south 88 degrees, 46 minutes, 33 seconds east along said north face 9.44 feet to the west face of a brick building; thence north 01 degrees, 13 minutes, 27 seconds east along said west face 5.05 feet to the north face of a brick building; thence south 88 degrees, 44 minutes, 57 seconds east along said north face 5.30 feet; and thence north 00 degrees, 00 minutes, 26 seconds east 240.39 feet to a point in the north line of said tract 184.86 feet east of the northwest corner of said tract), all in Cook County, Illinois.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF KECK-GOTTSCHALK-KECK APARTMENTS AT 5551 SOUTH UNIVERSITY AVENUE AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on July 13, 1994) to designate the Keck-Gottschalk-Keck Apartments, 5551 South University Avenue, Chicago, Illinois as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on August 2, 1994.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks, has determined that the Keck-Gottschalk-Keck Apartments, located at 5551 South University Avenue, Chicago, Illinois are worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Keck-Gottschalk-Keck Apartments meets certain criteria for landmark designation under Sections 2-120-620(1), (4) and (5) of the Municipal Code of Chicago; and

WHEREAS, The Keck-Gottschalk-Keck Apartments, built in 1937, is distinguished as one of the best early local examples in Chicago of the modern architecture associated with the International Style and, moreover, few if any examples of this style exist in the inventory of Chicago streetscapes; and

WHEREAS, When the Keck-Gottschalk-Keck Apartments was less than 25 years old, it was one of 39 buildings identified as "Chicago Architectural Landmarks" by the predecessor commission to the present Commission on Chicago Landmarks and, further, the building has been included in all four editions of *Chicago's Famous Buildings*; and

WHEREAS, The partnership of Keck and Keck is widely recognized for its pioneering efforts in architectural technology and design, particularly in solar housing and, further, for over 50 years, since the firm was founded in 1926, Keck and Keck made a continuous and prolific contribution to the portfolio of fine residential architecture, not only in Chicago but throughout the Midwest; and

WHEREAS, The Keck-Gottschalk-Keck Apartments is one of the first Chicago buildings to demonstrate the receptivity of Chicago architects to the avant-garde architecture produced in Europe in the decade between World Wars I and II and, further, the building belongs to a small but prestigious family of buildings of that time which testify to the legacy of expressive originality which has always informed Chicago's architectural community; now, therefore,

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

SECTION 1. The Keck-Gottschalk-Keck Apartments, located at 5551 South University Avenue and legally described as:

> Lot 14 in Shorey's Subdivision of the northwest quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.
>
> Permanent Index Number: 20-14-106-011

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Keck-Gottschalk-Keck Apartments meets three of the criteria for landmark designation are all exterior aspects of the building.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designating it as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPROVAL OF AMENDMENT NUMBER 1 TO LAKE-KEDZIE REDEVELOPMENT PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving Amendment No. 1 to the Lake-Kedzie Redevelopment Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwi: cle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council (the "City Council") of the City of Chicago (the "City") heretofore approved the designation of the Lake-Kedzie Redevelopment Area in November, 1975 and the Lake-Kedzie Redevelopment Plan in January, 1977; and

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission (hereinafter referred to as the "Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the promotion of redevelopment project areas; and

WHEREAS, The Commission, by Resolution No. 94-CDC-39 adopted on June 14, 1994, approved Amendment No. 1 to the Lake-Kedzie Redevelopment Plan which is attached hereto and incorporated herein; and

WHEREAS, The City Council has reviewed said Amendment No. 1 and has determined that it is in accordance with contemporary planning principles and the City Council desires to evidence its approval of the Plan; now, therefore,

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

SECTION 1. Amendment No. 1 to the Lake-Kedzie Redevelopment Plan, dated June 14, 1994, attached hereto, is hereby approved.

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

Amendment Number 1 to the Lake-Kedzie Redevelopment Plan referred to in this ordinance reads as follows:

Amendment No. 1
To The
Lake-Kedzie Redevelopment Plan.

The Lake-Kedzie Redevelopment Plan dated January, 1977 shall be amended as follows:

1. A high density residential land use category shall be created. A maximum of 165 dwelling units per acre shall be allowed in high density residential districts. Development in such districts shall otherwise conform to the R5 zoning classification pursuant to the Chicago Zoning Ordinance.

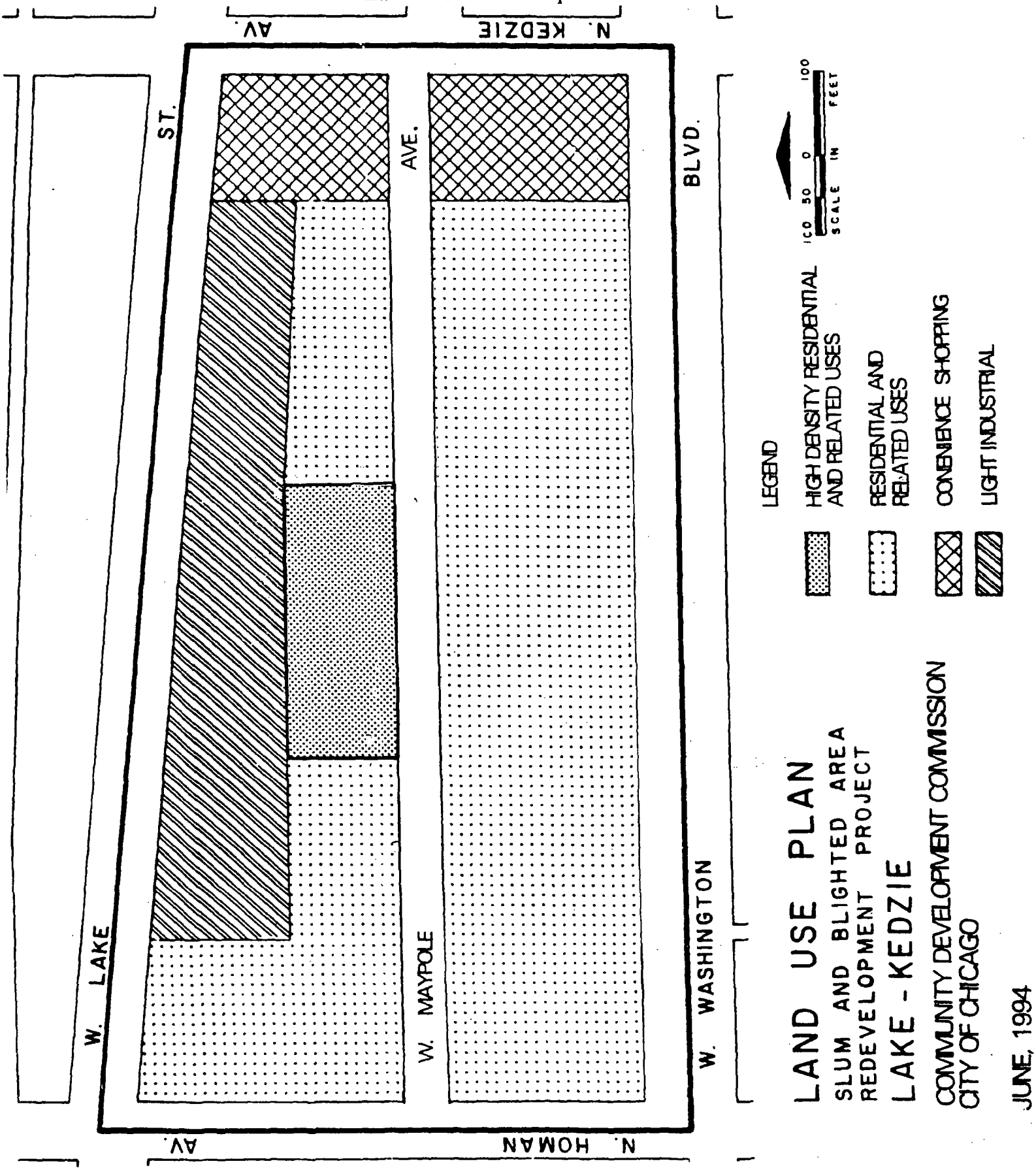
2. The land use for the following parcels collectively known as Parcel R3 shall be changed from residential to high density residential as defined in the paragraph above:

Address	Permanent Index Number
3250 -- 3264 West Maypole Avenue	16-11-412-047
3300 West Maypole Avenue	16-11-412-046
3302 West Maypole Avenue	16-11-412-045
3306 West Maypole Avenue	16-11-412-044
3310 -- 3314 West Maypole Avenue	16-11-412-043 and 042.

3. The Land Use Plan Map dated June, 1994, shall be substituted for the Land Use Plan Map dated January, 1977. The new map reflects the above change.

[Land Use Plan Map dated June, 1994 referred to in this Amendment Number 1 to the Lake-Kedzie Redevelopment Plan printed on page 54242 of this Journal.]

Land Use Plan Map.



AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTIES AT SUNDRY LOCATIONS UNDER HOME RULE AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting a Home Rule Sale at the following locations:

5726 -- 5728 South Calumet Avenue

5438 -- 5440 South Prairie Avenue

5442 South Prairie Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That 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(s) of real property described herein, to the Park Apartments Limited Partnership, 1436 South Federal Street, Chicago, Illinois 60605.

Real Estate Number: 7092

Amount: $11,800.00

Address: 5726 -- 5728 South Calumet Avenue

Permanent Tax Number: 20-15-117-020

Legal Description.

Lot 9 (except the west 35 feet) in Weages Subdivision of the south half of Blocks 9, 10 and 26 of Newhall Larned and Woodbridges Subdivision of the northwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Number: 7762

Amount: $17,309.00

Address: 5438 -- 5440 South Prairie Avenue

Permanent Tax Number: 20-10-314-022

Legal Description.

The south 52.75 feet of the north 104 feet of that part of the south half of Block 9 lying east of a line drawn parallel to and 170.83 feet east of the east line of Indiana Avenue as now opened in Jennings & 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 (except

from the south half of Block 9 that part thereof taken for widening Prairie Avenue) in Cook County, Illinois.

Real Estate Number: 6969

Amount: $7,987.00

Address: 5442 South Prairie Avenue

Permanent Tax Number: 20-10-314-023

Legal Description.

The east 150 feet of that part of the south half of Block 9 lying north of a line drawn parallel to and 150 feet north of the north line of Garfield Boulevard and south of the north 104 feet of said Block 9 of Jennings & Moffetts 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.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein, the Mayor or his proxy is authorized to execute a quitclaim deed conveying said parcel(s) of real property to The Park Apartments Limited Partnership.

SECTION 3. This ordinance shall be effective upon its passage.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of General Services authorizing the sale of

City-owned property under the Special Sales Program at the following locations:

1314 -- 1316 South Homan Avenue/3401 -- 3409 West 13th Street

2111 West Washington Boulevard

1919 West 63rd Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

1314 -- 1316 South Homan Avenue/3401 -- 3409 West 13th Street.

WHEREAS, The City of Chicago is the owner of the vacant Property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Lawndale Christian Development Corporation, an Illinois not-for-profit corporation, 3848 West Ogden Avenue, Chicago, Illinois 60623 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing housing; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee, 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 Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with housing within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy by the City of Chicago.

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" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 1 in the subdivision of Lots 1 to 4 inclusive in Block 6 in Goodwin's Subdivision of the northwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1314 -- 1316 South Homan Avenue/3401 -- 3409 West 13th Street, Chicago, Illinois, Permanent Index No. 16-23-209-016).

2111 West Washington Boulevard.

WHEREAS, The City of Chicago is the owner of the vacant Property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, St. Leonard's House, an Illinois not-for-profit corporation, 2100 West Warren Boulevard, Chicago Illinois, ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing housing; 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 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 Grantee 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 Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with housing within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

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" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The east 24-1/6 feet of Lot 2 in Holden's Subdivision of Lots 1, 2 and 3 in Greene's Subdivision of Block 59 in Canal Trustee's Subdivision of the southwest quarter of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2111 West Washington Boulevard, Chicago, Illinois, Permanent Index No. 17-07-326-014).

1919 West 63rd Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Bread of Life Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 1919 West 63rd Street, Chicago, Illinois 60636, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Grantee, 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 Grantee, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (5) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 8 in Block 7 in South Lynne, being a subdivision in the north half of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1919 West 63rd Street, Chicago, Illinois, Permanent Index No. 20-19-201-003).

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 3155 -- 3159 WEST JACKSON BOULEVARD UNDER TAX REACTIVATION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

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 a sale pursuant to the Tax Reactivation Program at 3155 -- 3159 West Jackson Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The City is the owner, by virtue of a tax deed proceeding pursuant to the 1987 Tax Reactivation Program, of the real property located at 3155 -- 3159 West Jackson Boulevard and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property is improved with a three-story brick building containing twelve unoccupied residential units and three occupied commercial units; and

WHEREAS, On July 16, 1993, the Department of Housing published an invitation for Proposals in the *Chicago Sun-Times* for the acquisition and rehabilitation of the Property; and

WHEREAS, The Department has reviewed the sole bid that was received in response to its published invitation, and has accepted the proposal of Jimmie G. Gaston, for a bid price of $40,000.00; and

WHEREAS, Jimmie G. Gaston has indicated his willingness to acquire the Property and totally rehabilitate the building; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to Jimmie G. Gaston for $40,000.00 is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Property, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Jimmie G. Gaston, or to a land trust of which Jimmie G. Gaston is the sole beneficiary, subject to the approval of the Corporation Counsel.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Lots 9 and 10 in Block 8 in James Couch's Subdivision of the north half of the south half of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Housing authorizing the transfer of properties under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

19 -- 33 North Cicero Avenue/4753 -- 4759 West Washington Boulevard

4523 South Vincennes Avenue

556 -- 564 East 37th Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

19 -- 33 North Cicero Avenue/4753 -- 4759 West Washington Boulevard.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program

("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 19 -- 33 North Cicero Avenue/4753 -- 4759 West Washington Boulevard.

Participant: Chetwyn Rodgers Drive Development Committee.

Purpose: Rehabilitation.

Permanent Index Number: 16-10-328-030.

Legal Description.

Lot 21 (except that part thereof described as follows: beginning at the northeast corner of said Lot 21; running thence west along the northerly boundary of said Lot 21 a distance of 16 feet; thence southerly 89 feet and 4 inches along a line parallel with the easterly boundary line of said Lot 21; thence easterly 3 feet on a line parallel to the northerly boundary line of said Lot 21; thence southerly along a line parallel with the easterly boundary line of said Lot 21 to a point in the southerly boundary line of said Lot 21; thence easterly along the southerly boundary line of said Lot 21 to the southeast corner thereof; thence northerly along the easterly boundary line of said Lot 21 to the point of beginning) and Lots 22, 23 and 24, all in Block 40 of the West Chicago Land Company's Subdivision of the south half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

4523 South Vincennes Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist 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 Housing 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 4523 South Vincennes Avenue.

Participant: Mary Saunders.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-416-008.

Legal Description.

Lot 6 in Barry and Fellow's Subdivision of Lots 6 to 9, inclusive, in Block 2 in John Wilson's Subdivision of the north 4 acres of Lot 1 in Cleaver and Taylor's Subdivision of the north half of the southwest quarter of the southeast quarter and the north half of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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556 -- 564 East 37th Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 556 -- 564 East 37th Street.

Participant: Chicago Housing Authority.

Purpose: Rehabilitation.

Permanent Index Number: 17-34-404-088.

Legal Description.

Parcel 1:

The west 100 feet of Lots 1 to 5, both inclusive, in Rudolph Wehrle's Subdivision of part of Lot 19 lying east of the west 200 feet thereof in Block 4 in Ellis West or First Addition to Chicago, in Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of the west 200 feet of Lot 19 in Block 4 aforesaid, lying east of a straight line drawn across said lot and along the west side of the brick building formerly known as 174 East 37th Street, in Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF PROPERTY AT 6318 -- 6320 SOUTH GREENWOOD AVENUE AND AUTHORIZATION FOR RECONVEYANCE TO SUBSTITUTE PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

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 a property under the Chicago Abandoned Property Program ("C.A.P.P.") at 6318 -- 6320 South Greenwood Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 6318 -- 6320 South Greenwood Avenue.

Previous Ordinance Date: February 3, 1993.

Participant: Community Advancement Corp. and R.E.H.C..

Substitute Participant: Chicago Vietnam Veterans and Family Assistance.

Purpose: Rehabilitation.

Permanent Index Number: 20-23-106-041.

Legal Description.

Lot 44 (except the west 4 feet taken for alley) in Wadsworth's Addition to Woodlawn, being a subdivision of the west 8 acres of the east 30 acres of the north half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, and of Lots 7 and 8 in Block 2 and Lot 10 and the west 40 feet of Lot 11 in Block 3 of Woodlawn, in Cook County, Illinois.

AMENDMENT OF ORDINANCE TO INCLUDE PARCELS AT 1734 AND 1736 SOUTH DESPLAINES STREET FOR REDEVELOPMENT BY PILSEN JOINT VENTURE UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

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 amending an ordinance passed on May 19, 1993 to make the parcels located at 1734 and 1736 South Desplaines Street available to the Pilsen Joint Venture for the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed :

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and may exercise any power related to its local government affairs; and

WHEREAS, The City Council by ordinance passed May 19, 1993 (Council Journal of Proceedings, pages 32921 -- 32924) approved the selection of Pilsen Joint Venture, an Illinois joint venture ("Developer"), as a developer under the New Homes for Chicago Program; and

WHEREAS, The City desires to amend the ordinance to provide for the inclusion of additional lots owned or to be acquired by the City as "City Lots" for their subsequent redevelopment by Developer pursuant to the terms of the redevelopment agreement between the parties and the New Homes for Chicago Program; and

WHEREAS, The Department of Housing recommends passage of this amendment; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. The ordinance passed by the City Council on May 19, 1993 (Council Journal of Proceedings, pages 32921 -- 32924) shall be amended by adding the following parcels to the list of City Lots described on Exhibit A:

City Lots.

Parcel	Permanent Index Number
1734 South Desplaines Street	17-21-304-051-0000
1736 South Desplaines Street	17-21-304-052-0000

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

SALE OF DISPOSITION PARCEL I-2 WITHIN 63RD-HALSTED BLIGHTED COMMERCIAL DISTRICT TO HALSTED STREET LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of Disposition Parcel I-2 located at 701 -- 721 West 62nd Street and 700 -- 722 West Englewood Avenue in the 63rd-Halsted Blighted Commercial District to the Halsted Street Limited Partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance adopted by the City Council on December 11, 1991, the City Council of the City of Chicago established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Commercial District Development Commission pertaining to the sale and redevelopment of land in project areas; and

WHEREAS, The Commission, by Resolution No. 94-CDC-26, adopted on May 24, 1994, approved the negotiated sale of Disposition Parcel I-2 ("Parcel") in the 63rd-Halsted Blighted Commercial Redevelopment Area to the Halsted Street Limited Partnership ("Developer"); and

WHEREAS, The Commission caused said resolution to be published for thirty (30) days in one or more Chicago newspapers and had sent a copy of the same to all parties who had indicated an interest in the purchase and redevelopment of the Parcel; and

WHEREAS, No other proposals were received by July 1, 1994, the deadline for submission to the Department of Planning and Development; and

WHEREAS, The Parcel is located at 701 -- 721 West 62nd Street and 700 -- 722 West Englewood Avenue and contains a total area of 145,589 square feet; and

WHEREAS, The Developer has proposed to acquire the Parcel to construct a two-story 86,000 square foot commercial office building for the State of Illinois Department of Children and Family Services, which is permitted under the Redevelopment Plan for the 63rd-Halsted Blighted Commercial Redevelopment Area; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of the Parcel as provided therein, and it is the sense of the City Council that the sale is satisfactory 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 Disposition Parcel I-2 in the 63rd-Halsted Blighted Commercial Redevelopment Area is hereby approved as follows:

Developer	Parcel	Square Feet	Total Price
Halsted Street Limited Partnership	I-2	145,589	$324,663.47

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the redevelopment of the Parcel, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed for the Parcel to the Developer, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

SALE OF PARCEL R-3 TO EAST PARK ASSOCIATES FOR CONSTRUCTION OF SINGLE-ROOM OCCUPANCY BUILDING FOR CERTAIN LOW-INCOME SINGLE ADULTS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving a Negotiated Sale of Parcel R-3 to the East Park Associates at the following locations:

3250 -- 3264 West Maypole Avenue

3300 West Maypole Avenue

3302 West Maypole Avenue

3306 West Maypole Avenue

3310 -- 3314 West Maypole Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council of the City of Chicago (the "City Council") heretofore approved the designation of the Lake-Kedzie Redevelopment Area in November, 1975 and the Lake-Kedzie Redevelopment Plan in January, 1977; and

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission (hereinafter referred to as the "Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the promotion of redevelopment project areas; and

WHEREAS, By Resolution No. 94-CDC-40 adopted on June 14, 1994, the Commission approved the sale of Parcel R-3 in the Lake-Kedzie Redevelopment Area to East Park Associates; and

WHEREAS, East Park Associates, a partnership consisting of Habitat Company and the Horner Association of Men (the "Developer") proposes to construct on Parcel R-3 a five-story, masonry, 152 unit, single-room occupancy apartment building for very low income, single adults; and

WHEREAS, The proposed use is consistent with the Lake-Kedzie Redevelopment Plan, as amended; and

WHEREAS, The City Council has considered said Resolution of the Commission and the proposed sale of Parcel R-3 as recommended therein, and it is the sense of the City Council that the sale is in the furtherance of the Lake-Kedzie Redevelopment Plan and should be approved; now, therefore,

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

SECTION 1. The sale of the six parcels collectively known as Parcel R-3 and as listed below to East Park Associates is hereby approved.

Address	Permanent Index Number	Total Square Feet	Price
3250 -- 3264 West Maypole Avenue	16-11-412-047	21,125	$1.00
3300 West Maypole Avenue	16-11-412-046	3,281	1.00
3302 West Maypole Avenue	16-11-412-045	3,250	1.00
3306 West Maypole Avenue	16-11-412-044	3,250	1.00
3310 -- 3314 West Maypole Avenue	16-11-412-043	8,875	1.00
	16-11-412-042		1.00

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer for the Property described in Section 1 above ("Property") which among other things shall provide the following:

1. The Developer shall pay the amount for the Property currently owned by the City of Chicago as set forth in Section 1 above.

2. The Developer shall construct a five-story, 152 unit, masonry, single-room occupancy apartment building for very low income, single adults in accordance with the site plan and construction drawings to be provided at the time of the execution of the redevelopment agreement and such development shall be in accordance with the Lake-Kedzie Redevelopment Plan.

3. The construction of the improvements shall be commenced within ninety (90) days after the delivery of the deed and except as provided in the redevelopment agreement shall be completed within eighteen (18) months after such date.

4. Any further use of the Property other than housing as provided herein shall be subject to the approval of the Commission or its successor agency.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds and a redevelopment agreement as provided herein.

SECTION 4. This ordinance shall be effective upon its passage.

CITY COUNCIL URGED TO REVIEW ANNUAL BUDGET AND QUESTION OFFICIALS OF CHICAGO HOUSING AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 1, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a resolution introduced by Alderman Dorothy Tillman (3rd Ward) calling for the Committee on Housing and Real Estate to review the Chicago Housing Authority's annual budget and request Chairman Vince Lane and other officials to appear before the committee, 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 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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Illinois Revised Statutes (Chapter 671/2, Paragraph 8.11) provides that in municipalities containing over 500,000 inhabitants the annual budget of the Housing Authority shall be presented to the City Council before becoming effective; and

WHEREAS, Reports of misappropriation, misuse of funds and outright theft and corruption have recently surfaced in relation to as much as Twenty-nine Million Dollars; and

WHEREAS, These lost funds are sorely needed to improve the quality of life for residents of C.H.A. housing and specifically to improve the apartments and buildings in which they now currently reside and to improve the opportunities for a better life that should be made available to them; and

WHEREAS, Proposals have been floated that would create drastic changes in the direction of C.H.A. policy and use of funds over the next

several years which could have serious consequences for the housing needs of current C.H.A. residents; now, therefore,

Be It Resolved, That the Chicago City Council exercises its legal responsibility to review the C.H.A. annual budget in a public hearing; and

Be It Further Resolved, That C.H.A. Chairman Vince Lane and other C.H.A. officials be called before said public hearing to account for the reported loss of needed dollars and to explain future plans in detail to the public and City Council representatives.

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF MR. TADEUSZ ONUSZKO AND MR. HASIM COSOVIC AS MEMBERS OF ADVISORY COUNCIL ON IMMIGRANT AND REFUGEE AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, appointing Tadeusz Onuszko and Hasim Cosovic to the Commission on Human Relations' Advisory Council on Immigrant and Refugee Affairs. The committee begs leave to recommend that Your Honorable body *Approve* the said appointments.

The appointments were approved in committee by all members present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and said proposed appointments of Mr. Tadeusz Onuszko and Mr. Hasim Cosovic as members of the Advisory Council on Immigrant and Refugee Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF NORTH CLARK STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on April 13, 1994), amending Section 4-60-022 of the Municipal Code of Chicago disallowing the issuance of new liquor licenses

for the sale of alcoholic liquor for consumption on premises and Section 4-60-023 of the Municipal Code of Chicago disallowing the issuance of new liquor licenses for the sale of alcoholic package goods in designated portion of 40th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-022

Subject to the provisions of Subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

Both sides of North Clark Street, from West Devon Avenue to West Wallen Avenue;

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-023

Subject to the provisions of Subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

Both sides of North Clark Street, from West Devon Avenue to West Wallen Avenue;

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF SOUTH ASHLAND AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Thomas Murphy (which was referred on June 16, 1994), amending Section 4-60-023 of the Municipal Code of Chicago by disallowing the issuance of new liquor licenses for the sale of alcoholic package goods in designated portions of the 18th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-023

Subject to the provisions of Subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

South Ashland Avenue (both sides) from West 79th Street to West 87th Street.

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF WEST 79TH STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Thomas Murphy (which was referred on June 16, 1994), amending Section 4-60-023 of the Municipal Code of Chicago by disallowing the issuance of new liquor licenses for the sale of alcoholic package goods in designated portions of the 18th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection, in proper sequence, as follows:

4-60-023

Subject to the provisions of Subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

On the south side of West 79th Street, from South Racine Avenue to South Cicero Avenue; and on the north side of West 79th Street, from South Honore Street to South Western Avenue.

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

GOVERNOR JIM EDGAR URGED TO SIGN SENATE BILL 1328 REGARDING ALCOHOLIC LIQUOR RELATED REFORMS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration a resolution introduced by Alderman Eugene Schulter (which was referred on July 13, 1994), memorializing the Governor of the State of Illinois to support liquor reforms passed by the Illinois Legislature, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman Steele casting a dissenting vote.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- Alderman Steele -- 1.

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

The following is said resolution as adopted:

WHEREAS, State Representative Lou Lang (D-Skokie) introduced a set of legislative initiatives in the Illinois House of Representatives during the last legislative session; and

WHEREAS, This legislation was also passed by the Illinois Senate as Senate Bill 1328; and

WHEREAS, The provisions of this bill will create much needed reforms related to the sale and consumption of alcoholic liquor; and

WHEREAS, Senate Bill 1328 creates greater flexibility for communities to vote to disallow liquor licenses at specific addresses where under existing laws, this way residents would have greater flexibility in seeking the closure of troublesome businesses; and

WHEREAS, Senate Bill 1328 also expands the time that Local Liquor Control authorities will have to deliberate over appeals on violations of liquor control laws; and

WHEREAS, Senate Bill 1328 increases the penalties parents face when their children under the age of twenty-one illegally purchase alcoholic products; and

WHEREAS, Parents of minor children who purchase alcoholic products will now face a Class A misdemeanor and a $500 fine under the provisions of Senate Bill 1328; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, call upon the Governor of the State of Illinois to move with all due alacrity to sign Senate Bill 1328 so that it will be incorporated into Illinois law in order to bring reform and rejuvenation to the statutes related to liquor control.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS TO CONDUCT SIDEWALK SALES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) proposed orders (referred to the committee on July 13, 1994), 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, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Ms. Fonda Moyers/Emporium Luggage.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Fonda Moyers, with Emporium Luggage, for the conduct of a sidewalk sale at 128 North LaSalle Street, for the period of July 28 and 29, 1994, during the hours of 9:00 A.M. to 5:00 P.M. each day.

Mr. Steven Grubart/J. B. Grubart.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Steven Grubart, with J. B. Grubart, for the conduct of a sidewalk sale at 221 West Washington Street, for the period of August 8 through August 12, 1994 and August 29 through September 2, 1994, during the hours of 8:00 A.M. to 6:00 P.M. each day.

Sportmart, Inc.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Sportmart, Inc., 620 North LaSalle Street, for the conduct of a sidewalk sale in front of 620 North LaSalle Street and alongside on West Ontario Street, for the following period:

July 1 through July 3, 1994 -- 9:00 A.M. to 9:00 P.M.; and

July 4, 1994 -- 10:00 A.M. to 9:00 P.M..

PERMISSION TO CONDUCT FARMERS' MARKET DAYS ON PORTION OF NORTH CLOVER STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order (referred to the committee on July 13, 1994), begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Department of Transportation is hereby authorized and directed to grant permission to the Department of Consumer Services, City Hall, to hold Farmers' Market Days on North Clover Street, from West

Irving Park Road to West Cuyler Avenue (4000 block of North Clover Street). Farmers' Market Days will begin June 29, 1994, and continue from the hours of 5:30 A.M. to 3:00 P.M. on the following Wednesdays:

July 6, 13, 20, 27, 1994;

August 3, 10, 17, 24, 31, 1994;

September 7, 14, 21, 28, 1994; and

October 5, 12, 19, 26, 1994.

PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) orders (referred to the committee on July 13, 1994), 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, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of South Gratten Avenue For Benton House Community Settlement Day Camp.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Benton House Community Settlement Day Camp, Maggie Finucane, 3034 -- 3052 South Gratten Avenue, to close to traffic South Gratten Avenue, from 3034 to 3052, for the purpose of a day camp, during the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday, from July 5 to and including August 12, 1994.

Portion Of West 21st Place For Pilsen Young Men's Christian Association Recreational Activities.

Ordered, That the Commissioner of Transportation give consideration to closing the street on West 21st Place, from 1600 to 1624, from July 13, 1994 to August 19, 1994, between the hours of 9:00 A.M. and 5:00 P.M.. The street will be used by the Pilsen Y.M.C.A. for recreational purposes.

Portions Of Various Streets For 20th Ward Neighborhood Sports Program.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the 20th Ward Organization, Edward

Powell, 366 East 63rd Street, for the purpose of the 20th Ward Neighborhood Sports Program, to close to traffic East 57th Street, from South Payne Drive to the east side of South Cottage Grove Avenue; South Payne Drive, from East 57th Street to East Best Drive; all of East Midway Plaisance to the east side of South Cottage Grove Avenue; and East Best Drive, from South St. Lawrence Avenue to the east side of South Cottage Grove Avenue, for the period of August 3, 1994 to August 7, 1994.

AUTHORIZATION FOR WAIVER OF SUNDRY PERMIT AND/OR LICENSE FEES FOR PARTICIPANTS IN VARIOUS SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twenty (20) orders (referred to the committee on July 13, 1994), 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, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Building Permit Fee.

Annunciation Greek Orthodox Cathedral Of Chicago/32nd Annual Clergy Laity Of Congress And 1994 Annual Food And Dance Festival.

Ordered, That the Commissioner of the Department of Buildings is hereby authorized and directed to waive the Building Permit fees in connection with the erection of a tent at the Annunciation Greek Orthodox Cathedral of Chicago in connection with their 32nd Annual Clergy Laity of Congress and its 1994 Annual Food and Dance Festival.

Food Vendor And Itinerant Merchant License Fees.

Bring It On Home To Me Roots Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Food Vendor Licenses and Itinerant Merchant Licenses, to all participants in the Bring It On Home To Me Roots Festival, to be held at East 47th Street and South Dr. Martin Luther King, Jr. Drive, for July 16, 1994 during the hours of 11:00 A.M. to 11:00 P.M..

Edgebrook-Sauganash Chamber Of Commerce Sidewalk Sale.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Food Vendor License fees and the Itinerant Merchant License fees for the participants in the Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale, to be held on July 29 and 30, 1994.

Kenwood Oakland Community Organization Neighborhood Festival.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for participants in the Kenwood Oakland Community Organization Neighborhood Festival, to be held on South Drexel Boulevard, between East 47th Street and East 50th Street, on August 21, 1994, during the hours of 9:00 A.M. and 7:00 P.M..

Saint Florian's Church And School Octoberfest.

Ordered, That the Director of the City Department of Revenue waive the fees for food vendors and itinerant merchants participating in Saint Florian's Church and School Octoberfest, to be held on September 23 through September 25, 1994, and to be conducted in the church and school parking lot at 13100 South Baltimore Avenue.

South Chicago Fest.

Ordered, That the Director of the City Department of Revenue waive the permit fees for food vendors and itinerant merchants participating in the

South Chicago Fest, to be held on August 6 and 7, 1994 and to be conducted in the Goldblatt's parking lot in the 9100 block of South Exchange Avenue.

Taste Of Polonia Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Food Vendor Licenses and Itinerant Merchant Licenses to all participants in the annual Taste of Polonia Festival, sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, to be conducted for the period of August 31 through September 5, 1994, on North Lipps Avenue and on North Avondale Avenue, between West Ainslie Street and West Lawrence Avenue.

Wright College Art Fair And Food Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerary Merchant License fees for participants in the Wright College Art Fair and Food Festival, to be conducted on September 11, 1994, during the hours of 11:00 A.M. to 5:30 P.M., on 3400 North Austin Boulevard, also in the parking lot and on the sidewalk; in the 6000 block of West Roscoe Street, on the sidewalk; in the 6000 block of West Cornelia Avenue, on the sidewalk; and at 3400 North Meade Avenue on the sidewalk.

Itinerant Merchant License Fees.

Black Expo Chicago.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in Black Expo Chicago, to be held at McCormick Place, which will run during the period of July 8 through July 10, 1994; and

Be It Further Ordered, That this order shall be in full force and effect upon its passage.

Chicago Tribune Michigan Avenue 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 Chicago Tribune Michigan Avenue Art Festival, to be held July 29 through August 31, 1994.

1994 New East Side Artworks Show.

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 1994 New East Side Artworks Show, to be held August 18 through August 20, 1994.

Special Event Permit Fees.

United Church Of Rogers Park Annual Carnival.

Ordered, That the City Director of the Department of Revenue waive the Special Event Permit fees for the United Church of Rogers Park, 1545 West Morse Avenue, for their annual carnival, to be held September 26 through October 2, 1994.

Street Closing Permit Fees.

Bring It On Home To Me Roots Festival.

Ordered, The Director of the Department of Transportation of the City of Chicago waive the Street Closing Permit fee for participants in the Bring It On Home To Me Roots Festival for the period 11:00 A.M. to 11:00 P.M. on July 16, 1994.

Edgebrook-Sauganash Chamber Of Commerce Sidewalk Sale.

Ordered, That the Director of the Department of Revenue and the Director of the Department of Transportation waive the Street Closing Permit fees for the participants in the Edgebrook-Sauganash Chamber of Commerce Sidewalk Sale, for the period of July 29 and July 30, 1994.

Vendor License Fee.

A Renaissance Festival Weekend.

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 A Renaissance Festival Weekend, which is to be held on July 23 and July 24, 1994, from 10:00 A.M. to 6:00 P.M. at the North Lakeside Cultural Center located at 6219 North Sheridan Road.

Miscellaneous/General Fees.

Edison Park Fest.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees and other related fees for the participants in the Edison Park Fest, to be held September 10 and 11, 1994 on North Northwest Highway, from North Olympia Avenue to North Oshkosh Avenue, during the hours of 11:00 A.M. to 10:00 P.M..

Festa Italiana.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Event Food License fees, the Special Event Liquor License fees, and Special Event License fees in connection with the Festa Italiana, to be held August 18 through August 21, 1994 at North Pier Terminal next to the Ogden Slip.

Pan-American Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Pan-American Festival, sponsored by the Latin American Youth Center, 731 West 17th Street, Chicago, Illinois 60616, to be held at Soldier Field in Grant Park on August 19, 20 and 21, 1994; and

Be It Further Ordered, That this order shall take effect and be in full force upon its passage.

Shoot-The-Bull 3 On 3 Classic.

Ordered, That the City Comptroller is hereby authorized and directed to waive the permit fees for the annual "Shoot-the-Bull 3 on 3 Classic" charity event. Sponsoring this event is the Charitabulls, in care of Katten, Muchin & Zavis, a not-for-profit 501(C)(3) tax status, located at 825 West Monroe Street, Chicago, Illinois; and

Be It Further Ordered, That this order shall be in full force and effect upon its passage.

Taste Of Polonia Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all departmental fees and sureties for the "Taste of Polonia" festival, sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, to be held for the period of August 21 through September 5, 1994, on North Lipps Avenue and North Avondale Avenue, from West Ainslie Street to West Lawrence Avenue.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF PICKUP TRUCKS AND/OR VANS ON RESIDENTIAL STREETS WITHIN NINETEENTH AND FIFTIETH WARDS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 13, and May 18, 1994) proposed ordinances to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago with regards to truck parking, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self contained motor home, bus, taxi cab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however, that in the 9th, 12th, 13th, 14th, 18th, *19th*, 23rd, 29th, 32nd, 37th, 40th, 42nd, 46th and *50th* wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owner's place of residence and the vehicle bears a valid and current City vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 46th Ward this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current City vehicle tax sticker and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The parking administrator shall issue a permit upon receipt of a completed application, payment of a $30.00 annual fee, and upon passage and publication of a City Council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the City vehicle tax sticker.

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

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 24, December 15, 1992, March 23, April 13, May 4, 1994) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are

hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location
1	West Taylor Street (south side) from a point 35 feet east of South Laflin Street, to a point 25 feet east thereof -- loading zone/tow-away zone -- Monday through Saturday (94-0296);
20	South Minerva Avenue (west side) from a point 86 feet south of East 64th Street, to a point 25 feet south thereof -- at all times (94-0332);
22	South Kedzie Avenue (east side) from a point 30 feet north of West 24th Street, to a point 170 feet north thereof -- 5:00 A.M. to 7:00 A.M., 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 10:00 P.M. -- Monday through Friday (94-0337);
23	South Kildare Avenue (east side) from a point 51 feet north of South Archer Avenue, to a point 25 feet north thereof -- handicapped loading zone -- 8:00 A.M. to 8:00 P.M. -- Sunday only (94-0212);
23	South Pulaski Road (west side) from a point 85 feet north of West 49th Street, to a point 20 feet north thereof -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday (94-0341);
25	West 21st Street (north side) from a point 225 feet west of South Wolcott Avenue, to a point 25 feet west thereof -- 8:30 A.M. to 3:00 P.M. -- Monday through Friday (94-1428);

Ward	Location
25	West 18th Street (north side) from a point 25 feet west of South Marshfield Avenue, to a point 25 feet west thereof -- handicapped loading zone (94-0216);
27	West Huron Street (north side) from a point 33 feet west of North Western Avenue, to a point 65 feet west thereof -- 5:00 A.M. to 6:00 P.M. -- Monday through Friday (94-0350);
28	West Madison Street (south side) from a point 100 feet west of South Keeler Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (94-0367);
31	North Cicero Avenue (west side) from a point 20 feet south of West Montana Street, to a point 25 feet south thereof -- 9:00 A.M. to 4:00 P.M. (94-0226);
31	North Pulaski Road (east side) from a point 170 feet north of West North Avenue, to a point 25 feet north thereof -- at all times (94-0373);
32	North Milwaukee Avenue (northwest side) from a point 340 feet northwest of the north leg of North Honore Street, to a point 25 feet northwest thereof -- loading zone/tow-away zone -- 11:00 A.M. to 12:00 Midnight (94-0377);
33	West Wilson Avenue (south side) from a point 20 feet east of North Kedzie Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 8:00 P.M. (94-0379);

Ward	Location
35	North Linden Place (west side) from a point 20 feet east of North Kedzie Boulevard (inner drive), to a point 50 feet east thereof -- handicapped/loading zone (94-0401);
35	West Addison Street (north side) from a point 90 feet west of North Pulaski Road, to a point 25 feet west thereof -- handicapped/ loading zone 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (94-0383);
35	West Montrose Avenue (south side) from a point 20 feet east of North Kenneth Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (94-0234);
41	North Oshkosh Avenue (east side) from North Olmsted Avenue to a point 115 feet north thereof -- 11:00 A.M. to 2:00 P.M. -- Tuesday through Sunday (94-0258);
42	West Hubbard Street (south side) from a point 133 feet east of North Kingsbury Street, to a point 20 feet east thereof -- 5:00 P.M. to 12:00 A.M. loading zone/tow-away zone (94-0390);
42	North Clark Street (west side) from a point 20 feet north of West Illinois Street, to a point 25 feet north thereof -- 5:00 P.M. to 2:00 A.M. -- loading zone/tow-away zone (94-0392);

Ward	Location
42	North LaSalle Street (east side) from a point 110 feet south of West Chicago Avenue, to a point 25 feet south thereof -- loading zone/ tow-away zone -- 6:00 P.M. to 1:00 A.M. (94-0177);
42	West North Avenue (south side) from a point 110 feet east of North Cleveland Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 12:00 Midnight (94-0260);
46	North Broadway (east side) from a point 85 feet south of West Addison Street, to a point 25 feet thereof -- 5:00 P.M. to 12:00 Midnight (94-0186);
47	North Lincoln Avenue (east side) from a point 170 feet north of West Irving Park Road, to a point 25 feet north thereof -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday and 9:00 A.M. to 5:30 P.M. -- Saturday and Sunday (94-0274);
47	North Western Avenue (east side) from a point 240 feet north of West Waveland Avenue, to a point 25 feet north thereof -- 8:00 A.M. to 4:30 P.M. -- Monday through Saturday (94-0397);
49	North Glenwood Avenue (east side) from a point 25 feet south of West Morse Avenue, to a point 47 feet south thereof -- 8:00 A.M. to 6:00 P.M. (94-0399).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed December 14, 1988 (Council Journal of Proceedings, page 21501) which reads:

"West Van Buren Street (north side) from a point 224 feet west of South Racine Avenue, to a point 60 feet west thereof -- handicapped/loading zone"

by striking:

"handicapped/loading zone"

and inserting in lieu thereof:

"reserved handicapped parking $100.00 fine/tow-away zone" (1st Ward) (94-0193).

SECTION 2. Amend ordinance passed November 29, 1989 (Council Journal of Proceedings, page 8295) which reads:

"West Cermak Road (south side) from a point 133 feet west of South Damen Avenue, to a point 40 feet west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday"

by striking:

"8:00 A.M. to 5:00 P.M. -- Monday through Saturday"

and inserting in lieu thereof:

"handicapped/loading zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday" (25th Ward) (92-1540).

SECTION 3. Amend ordinance passed December 15, 1993 (Council Journal of Proceedings, page 43982) which reads:

"North Ashland Avenue (west side) from a point 45 feet north of West Haddon Avenue, to a point 80 feet north thereof"

by striking:

"45 feet" and "80 feet"

and inserting in lieu thereof:

"65 feet" and "45 feet" (26th Ward)(94-0343).

SECTION 4. Amend ordinance passed May 30, 1986 (Council Journal of Proceedings, page 30371) which reads:

"West Armitage Avenue (north side) from a point 150 feet east of North Albany Avenue, to a point 25 feet east thereof -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday"

by striking:

"7:00 A.M. to 4:00 P.M. -- Monday through Saturday"

and inserting in lieu thereof:

"7:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Friday and 7:00 A.M. to 7:00 P.M. -- Saturday" (26th Ward) (94-0344).

SECTION 5. Amend ordinance passed June 22, 1988 (Council Journal of Proceedings, page 14685) which reads:

"North Washtenaw Avenue (west side) from a point 62 feet south of West Armitage Avenue, to a point 42 feet south thereof -- 7:00 A.M. to 7:00 P.M."

by striking:

"no parking/loading zone -- 7:00 A.M. to 7:00 P.M."

and inserting in lieu thereof:

"no parking/tow-away zone" (26th Ward) (94-0342).

SECTION 6. Amend ordinance passed February 2, 1994 (Council Journal of Proceedings, page 45253) which reads:

"North Elston Avenue (east side) from a point 150 feet south of West Division Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 7:00 P.M. to 2:00 A.M."

by striking:

"150 feet"

and inserting in lieu thereof:

"75 feet" (32nd Ward) (94-0378).

SECTION 7. Repeal ordinance passed September 13, 1989 (Council Journal of Proceedings, page 4846) which reads:

"West Ontario Street (south side) from a point 43 feet east of North Franklin Street, to a point 30 feet east thereof -- loading zone/tow-away zone -- 3:00 P.M. to 6:00 P.M. -- Monday through Friday" (94-0262) (42nd Ward).

SECTION 8. Amend ordinance passed May 30, 1986 (Council Journal of Proceedings, page 30372) which reads:

"West Irving Park Road (south side) from a point 160 feet east of North Greenview Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"9:00 A.M. to 6:00 P.M. -- Monday through Saturday"

and inserting in lieu thereof:

"15 minute parking -- 9:30 A.M. to 11:00 P.M." (94-0273) (47th Ward).

SECTION 9. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 12, 1990, April 13 and May 4, 1994) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
35	North/south alley between North Pulaski Road and North Kedvale Avenue, from West Patterson Avenue to West Addison Street -- southerly (94-0385);
42	East/west Illinois Street, from North Wells Street to North Streeter Drive -- easterly (90-0925).

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed April 11, 1956 (Council Journal of Proceedings, page 2485) which reads:

"North Mason Avenue, between West Madison Street and West Lake Street -- northerly"

by striking:

"West Madison Street"

and inserting in lieu thereof:

"the first alley north of West Madison Street" (29th Ward) (94-0224).

SECTION 2. Amend ordinance passed March 26, 1958 (Council Journal of Proceedings, page 7452) which reads:

"North Ada Street, from West Wabansia Avenue to West North Avenue -- southerly"

by striking:

"West Wabansia Avenue"

and inserting in lieu thereof:

"West Concord Place" (32nd Ward) (94-0376).

SECTION 3. Amend ordinance passed February 9, 1994 (Council Journal of Proceedings, page 45264) which reads:

"North Drake Avenue, from the first east/west alley north of West Montrose Avenue to West Lawrence Avenue and the first east/west alley north of West Lawrence Avenue to West Argyle Avenue"

by striking:

"first east/west alley north of West Montrose Avenue"

and inserting in lieu thereof:

"West Montrose Avenue --northerly" (33rd Ward) (94-0382).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 15, 1993, February 9, March 2, 23, April 13, May 4 and 18, 1994) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any times upon the following public ways as indicated:

Ward	Location
20	South Wells Street (west side) from West 57th Street to West 58th Street -- no parking of trucks (94-0330);
23	South Nottingham Avenue (both sides) from West 60th Street to West 62nd Street -- no parking of trucks (94-0156);
35	West Avondale Avenue (north side) from North Pulaski Road to North Harding Avenue -- no parking of trucks (94-0402);
41	North Oriole Avenue (east side) from West Thorndale Avenue to West Peterson Avenue.

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

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any times upon the following public ways as indicated:

Ward	Location
CC	At 4813 South La Crosse Avenue -- Handicapped Permit 9399;

Ward	Location
5	At 2015 East 74th Street -- Handicapped Permit 9172;
5	At 1511 East 66th Place -- Handicapped Permit 9188;
5	At 6631 South Drexel Avenue -- Handicapped Permit 9191;
5	At 6954 South Paxton Avenue -- Handicapped Permit 9192;
5	At 7823 South Maryland Avenue -- Handicapped Permit 9189;
5	At 2143 East 72nd Street -- Handicapped Permit 9190;
6	At 7210 South Indiana Avenue -- Handicapped Permit 9197;
6	At 7257 South Champlain Avenue -- Handicapped Permit 9198;
6	At 7010 South Normal Boulevard -- Handicapped Permit 9199;
6	At 8106 South Eberhart Avenue -- Handicapped Permit 9073;
6	At 7540 South Eberhart Avenue -- Handicapped Permit 9195;
6	At 8425 South State Street -- Handicapped Permit 9193;
6	At 7815 South Champlain Avenue -- Handicapped Permit 9194;
6	At 7816 South Prairie Avenue -- Handicapped Permit 9200;
6	At 7325 South Vernon Avenue -- Handicapped Permit 9345;

Ward	Location
6	At 7742 South Vernon Avenue -- Handicapped Permit 9203;
6	At 7514 South Eberhart Avenue -- Handicapped Permit 9204;
6	At 7240 South St. Lawrence Avenue -- Handicapped Permit 9205;
7	At 7935 South Kingston Avenue -- Handicapped Permit 9081;
7	At 8918 South Phillips Avenue -- Handicapped Permit 9079;
7	At 9330 South Manistee Avenue -- Handicapped Permit 9210;
7	At 8143 South Saginaw Avenue -- Handicapped Permit 9208;
7	At 9333 South Oglesby Avenue -- Handicapped Permit 9206;
8	At 7843 South Cregier Avenue -- Handicapped Permit 9211;
8	At 8754 South East End Avenue -- Handicapped Permit 9212;
8	At 8829 South Kenwood Avenue -- Handicapped Permit 9215;
8	At 7933 South Maryland Avenue -- Handicapped Permit 9082;
8	At 1708 East 77th Street -- Handicapped Permit 9214;
8	At 9020 South East End Avenue -- Handicapped Permit 9212;
9	At 11135 South Edbrooke Avenue -- Handicapped Permit 9083;

Ward	Location
9	At 12004 South LaSalle Street -- Handicapped Permit 9084;
9	At 731 East 104th Place -- Handicapped Permit 9216;
9	At 12469 South Wabash Avenue -- Handicapped Permit 9085;
10	At 10815 South Avenue H -- Handicapped Permit 9006;
10	At 8153 South Coles Avenue -- Handicapped Permit 9446;
10	At 8603 South Muskegon Avenue -- Handicapped Permit 9086;
10	At 9617 South Escanaba Avenue -- Handicapped Permit 9218;
10	At 2816 East 93rd Street -- Handicapped Permit 9219;
11	At 1651 West 38th Place -- Handicapped Permit 9352;
11	At 2946 South Bonfield Street -- Handicapped Permit 9353;
11	At 733 West 48th Place -- Handicapped Permit 9355;
11	At 909 West 31st Street -- Handicapped Permit 9222;
11	At 3434 South Paulina Street -- Handicapped Permit 9224;
11	At 3023 South Broad Street -- Handicapped Permit 9223;

Ward	Location
11	At 2859 South Throop Street -- Handicapped Permit 8837 (public benefit);
11	At 2804 South Union Avenue -- Handicapped Permit 9226;
11	At 1647 West 32nd Place -- handicapped permit;
11	At 2510 West 47th Street -- Handicapped Permit 9225;
11	At 2829 South Keeley Street -- Handicapped Permit 8951;
12	At 3920 South Artesian Avenue -- Handicapped Permit 9228;
12	At 4355 South Honore Street -- Handicapped Permit 9102;
13	At 6142 South Tripp Avenue -- Handicapped Permit 9104;
13	At 4140 West 58th Street -- Handicapped Permit 9229;
13	At 6222 South Kildare Avenue -- Handicapped Permit 9105;
13	At 3529 West 72nd Place -- Handicapped Permit 9107;
13	At 6010 South Kildare Avenue -- Handicapped Permit 9106;
14	At 4528 South Mozart Street -- Handicapped Permit 9363;
14	At 6545 South Whipple Street -- Handicapped Permit 9236;
14	At 4432 South Richmond Street -- Handicapped Permit 9235;

Ward	Location
14	At 4540 South Sacramento Avenue -- Handicapped Permit 9237;
14	At 4310 South Mozart Street -- Handicapped Permit 9115;
14	At 2252 West 50th Place -- Handicapped Permit 9113;
15	At 6658 South Hermitage Avenue -- Handicapped Permit 9117;
15	At 6433 South Wolcott Avenue -- Handicapped Permit 9240;
15	At 6730 South Wolcott Avenue -- Handicapped Permit 9238;
15	At 5633 South Seeley Avenue -- Handicapped Permit 9239;
15	At 2138 West 71st Place -- Handicapped Permit 9242;
16	At 4833 South Seeley Avenue -- Handicapped Permit 9243;
16	At 5722 South May Street -- Handicapped Permit 9245;
16	At 5043 South Hermitage Avenue -- Handicapped Permit 9032;
16	At 4912 South Honore Street -- Handicapped Permit 9034;
16	At 5303 South Paulina Street -- Handicapped Permit 9121;
16	At 5711 South Bishop Street -- Handicapped Permit 9120;

Ward	Location
17	At 7611 South Paulina Street -- Handicapped Permit 9036;
17	At 7810 South Paulina Street -- Handicapped Permit 9122;
20	At 6522 South Greenwood Avenue -- Handicapped Permit 9249;
20	At 5119 South Indiana Avenue -- Handicapped Permit 9250;
20	At 6661 South Michigan Avenue -- Handicapped Permit 9253;
21	At 8237 South Sangamon Street -- Handicapped Permit 9132;
22	At 3205 South Komensky Avenue -- Handicapped Permit 9135;
22	At 2311 South Ridgeway Avenue -- Handicapped Permit 9261;
23	At 4853 South Kedvale Avenue -- Handicapped Permit 9377;
23	At 5718 South Melvina Avenue -- Handicapped Permit 9378;
23	At 5847 South New England Avenue -- Handicapped Permit 9043;
24	At 1910 South Springfield Avenue -- Handicapped Permit 9268;
24	At 2101 South Harding Avenue -- Handicapped Permit 9267;
24	At 3109 West Lexington Street -- Handicapped Permit 9274;
24	At 1522 South Kenneth Avenue -- Handicapped Permit 9272;

Ward	Location
24	At 2122 South Drake Avenue -- Handicapped Permit 9276;
25	At 2050 West 21st Place -- Handicapped Permit 9380;
26	At 3148 North Leavitt Street -- Handicapped Permit 9142;
28	At 3511 West Walnut Street -- Handicapped Permit 9144;
29	At 5111 West Van Buren Street -- Handicapped Permit 9054;
29	At 5153 West Washington Boulevard -- Handicapped Permit 9285;
30	At 4945 West Wellington Avenue -- Handicapped Permit 9145;
30	At 2948 North Menard Avenue -- Handicapped Permit 9147;
31	At 2143 North Avers Avenue -- Handicapped Permit 9290;
31	At 2835 North Kenneth Avenue -- Handicapped Permit 9291;
31	At 4441 West Altgeld Street -- Handicapped Permit 9149;
32	At 859 North Hermitage Avenue -- Handicapped Permit 9297;
32	At 3121 North Honore Street -- Handicapped Permit 9302;
32	At 2310 North Southport Avenue -- Handicapped Permit 9303;

Ward	Location
32	At 1931 West Nelson Street -- Handicapped Permit 9299;
32	At 1739 West Cortland Street -- Handicapped Permit 9296;
32	At 2617 North Magnolia Avenue -- Handicapped Permit 9304;
33	At 4516 North Troy Street -- Handicapped Permit 9152;
33	At 3302 North Sacramento Avenue -- Handicapped Permit 9305;
33	At 3457 West Irving Park Road -- Handicapped Permit 9153 (signs to be posted on North St. Louis Avenue);
33	At 4759 North Maplewood Avenue -- Handicapped Permit 9164;
33	At 3235 North Irene Avenue -- Handicapped Permit 9422;
34	At 11428 South Yale Avenue -- Handicapped Permit 9314;
34	At 11845 South Lowe Avenue -- Handicapped Permit 9307;
34	At 10716 South State Street -- Handicapped Permit 9310;
34	At 11722 South Wallace Avenue -- Handicapped Permit 9311;
34	At 10721 South Eggleston Avenue -- Handicapped Permit 9312;
34	At 233 West 112th Place -- Handicapped Permit 9308;

Ward	Location
35	At 2519 North Linden Place -- Handicapped Permit 9154;
35	At 2331 North Hamlin Avenue -- Handicapped Permit 9155;
36	At 7859 West Cahill Terrace -- handicapped permit;
36	At 2513 North McVicker Avenue -- Handicapped Permit 9156;
36	At 3551 North Ozanam Avenue -- Handicapped Permit 9157;
36	At 3742 North Oriole Avenue -- Handicapped Permit 9159;
36	At 3405 North Ottawa Avenue -- Handicapped Permit 9319;
36	At 2335 North Merrimac Avenue -- Handicapped Permit 9321;
36	At 2922 North New England Avenue -- Handicapped Permit 9317;
36	At 2638 North Neva Avenue -- Handicapped Permit 9318;
36	At 2434 North Monitor Avenue -- Handicapped Permit 9320;
36	At 2855 North Mango Avenue -- Handicapped Permit 9323;
37	At 22 North Latrobe Avenue -- Handicapped Permit 9325;
38	At 6004 West Waveland Avenue -- Handicapped Permit 9063;
38	At 6212 West Waveland Avenue -- Handicapped Permit 9064;

Ward	Location
38	At 6324 West Eddy Street -- Handicapped Permit 9431;
38	At 5218 West Berteau Avenue -- Handicapped Permit 9170;
38	At 3315 North Natchez Avenue -- Handicapped Permit 9167;
38	At 4043 North McVicker Avenue -- Handicapped Permit 9329;
38	At 4926 West Newport Avenue -- Handicapped Permit 9168;
38	At 6248 West School Street -- Handicapped Permit 9433;
38	At 3233 North Normandy Avenue -- Handicapped Permit 9328;
38	At 6209 West Byron Street -- Handicapped Permit 9166;
38	At 4308 North Monitor Avenue -- Handicapped Permit 9169;
40	At 2815 West Farragut Avenue -- Handicapped Permit 9171;
44	At 3429½ North Elaine Place -- Handicapped Permit 9332;
44	At 1123 West Grace Street -- Handicapped Permit 9333;
44	At 640 West Barry Avenue -- Handicapped Permit 9175;
45	At 5070 West Pensacola Avenue -- Handicapped Permit 9180;
45	At 5504 North Major Avenue -- Handicapped Permit 9179;

Ward	Location
45	At 5042 West Winona Street -- Handicapped Permit 9178;
45	At 5029 West Strong Street -- Handicapped Permit 9334;
45	At 5334 West Cullom Avenue -- Handicapped Permit 9335;
45	At 5054 West Ainslie Street -- Handicapped Permit 9336;
45	At 5344 North Latrobe Avenue -- Handicapped Permit 9337;
47	At 4411 North Hermitage Avenue -- Handicapped Permit 9340;
47	At 2034 West Leland Avenue -- Handicapped Permit 9339;
47	At 3812 North Bell Avenue -- Handicapped Permit 9338;
47	At 5111 North Oakley Avenue -- Handicapped Permit 9181;
48	At 5310 North Wayne Avenue -- Handicapped Permit 9182;
49	At 1329 West Fargo Avenue -- Handicapped Permit 9184;
49	At 1848 West Estes Avenue -- Handicapped Permit 9183.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Repeal ordinance passed December 19, 1975 (Council Journal of Proceedings, page 2294) which reads:

"North Claremont Avenue (west side) from a point 290 feet south of West Le Moyne Street, to a point 30 feet south thereof" (26th Ward) (94-0045).

SECTION 2. Repeal ordinance passed September 19, 1966 (Council Journal of Proceedings, page 7313) which reads:

"North Claremont Avenue (east side) from a point 100 feet north of West Hirsch Street, to a point 30 feet north thereof" (26th Ward) (94-0045).

SECTION 3. Amend ordinance passed April 7, 1976 (Council Journal of Proceedings, page 2787) which reads:

"North Claremont Avenue (both sides) from West Hirsch Street to West Le Moyne Street -- no parking anytime"

by striking the above and inserting in lieu thereof:

"North Claremont Avenue (east side) from West Le Moyne Street to a point 230 feet south thereof -- no parking/tow-away zone; North Claremont Avenue (east side) from a point 230 feet south of West Le Moyne Street to West Hirsch Street -- no parking except for emergency vehicles only; and North Claremont Avenue (west side) from West Le Moyne Street to West Hirsch Street -- no parking/tow-away zone" (26th Ward) (94-0045).

SECTION 4. Repeal ordinance passed November 8, 1956 (Council Journal of Proceedings, page 3467) which reads:

"West Peterson Avenue, south parkway, from North Central Park Avenue to North Pulaski Road" (39th Ward) (94-0388).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times
(Except For Handicapped.)

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

SECTION 1. Removal of Handicapped Permit 8559 signs, located at 3327 South Hoyne Avenue (11th Ward).

SECTION 2. Removal of Handicapped Permit 4818 signs, located at 5241 South Mayfield Avenue (23rd Ward).

SECTION 3. Removal of Handicapped Permit 3031 signs, located at 5525 South Neva Avenue (23rd Ward).

SECTION 4. Removal of Handicapped Permit 5889 signs, located at 1813 South May Street (25th Ward).

SECTION 5. Removal of Handicapped Permit 4495 signs, located at 4951 West West End Avenue (28th Ward).

SECTION 6. Removal of Handicapped Permit 7156 signs, located at 3943 West Van Buren Street (28th Ward).

SECTION 7. Removal of Handicapped Permit 7414 signs, located at 4043 West Wellington Avenue (30th Ward).

SECTION 8. Removal of Handicapped Permit 5632 signs, located at 2839 North Kenneth Avenue (31st Ward).

SECTION 9. Removal of Handicapped Permit 5548 signs, located at 2038 North Honore Street (32nd Ward).

SECTION 10. Removal of Handicapped Permit 3125 signs, located at 4580 North Mulligan Avenue (38th Ward).

SECTION 11. Removal of Handicapped Permit 6303 signs, located at 2500 West Ainslie Street (47th Ward).

SECTION 12. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the area indicated, during the hours specified:

Ward	Location
13	West 48th Place (both sides) from South Kedzie Avenue to a point 456 feet west thereof -- parking prohibited during specified hours -- tow-away zone -- 6:00 A.M. to 7:30 A.M. -- Monday through Friday (94-0325);
23	South Keeler Avenue (east side) from a point 66 feet north of West 53rd Street, to a point 374 feet north thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (94-0092);
23	West 52nd Street (both sides) from South Keeler Avenue to South Tripp Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (94-0091);
39	West Peterson Avenue (south side) from a point 155 feet west of North Central Park Avenue to North Lawndale Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (94-0388);
45	North Milwaukee Avenue (east side) from West Carmen Avenue to West Foster Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (94-0269);

Ward	Location
49	North Clark Street (west side) from a point 22 feet south of West Estes Avenue, to a point 33 feet south thereof -- 5:00 P.M. to 12:00 Midnight (94-0283).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed March 14, 1956 (Council Journal of Proceedings, page 2319) which reads:

"West 88th Street (both sides) from South Ada Street to South Bishop Street -- 8:00 A.M. to 10:00 A.M. -- except Saturday, Sunday and holidays" (94-0211) (21st Ward).

SECTION 2. Repeal ordinance passed January 18, 1957 (Council Journal of Proceedings, page 4207) which reads:

"West 88th Street (both sides) from South Bishop Street to South Laflin Street -- 8:00 A.M. to 10:00 A.M. -- except Saturday, Sunday and holidays" (94-0211) (21st Ward).

SECTION 3. Repeal ordinance passed October 30, 1957 (Council Journal of Proceedings, page 6239) which reads:

"West 88th Street (both sides) from South Throop Street to South Ada Street -- 8:00 A.M. to 10:00 A.M. -- except Saturday, Sunday and holidays" (94-0211) (21st Ward).

SECTION 4. Repeal ordinance passed March 3, 1966 (Council Journal of Proceedings, pages 6384 -- 6385) which reads:

"North Nashville Avenue (west side) from West Cortland Street to West Armitage Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" (94-0386) (36th Ward).

SECTION 5. Removal of "8:00 A.M. to 10:00 A.M. -- Monday through Friday" signs in the 6600 block of North Ottawa Avenue (both sides) and on West North Shore Avenue, from North Ottawa Avenue to the first driveway southwest thereof (41st Ward).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location And Time
25	West Cermak Road (south side) from a point 155 feet east of South Western Avenue, to a point 85 feet east thereof -- thirty minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (94-0217);
25	West 22nd Place (north side) from a point 20 feet west of South California Avenue to a point 30 feet west thereof -- thirty minutes -- 8:00 A.M. to 8:00 P.M. (94-0044);
29	North Mayfield Avenue (both sides) from West Iowa Street to West Augusta Boulevard -- two hours -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (94-0225);

Ward	Location And Time
36	North Oriole Avenue (east side) from West Addison Street to the first alley south thereof -- thirty minutes -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (94-0406);
39	North Kimball Avenue (west side) from a point 90 feet south of West Foster Avenue, to a point 35 feet south thereof -- thirty minutes -- 9:00 A.M. to 8:00 P.M. -- Monday through Thursday and 9:00 A.M. to 5:00 P.M. -- Friday and Saturday (94-0254).

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

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Repeal ordinance passed December 23, 1959 (Council Journal of Proceedings, page 1847) which reads:

"South Menard Avenue (west side) from West Railroad Avenue to West Roosevelt Road -- two hours -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" (94-0370) (29th Ward).

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

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking, for the following locations:

Ward	Location
1	Bounded by West Taylor Street on the south, West Harrison Street on the north, South Morgan Street on the east and South Ashland Avenue on the west -- guest passes for Zone 5;
1	Bounded by West Taylor Street on the south, West Harrison Street on the north, South Morgan Street on the east and South Ashland Avenue on the west -- free guest passes for Zone 5;
1	Bounded by West Taylor Street on the south, West Harrison Street on the north, South Morgan Street on the east and South Ashland Avenue on the west -- guest passes for Zone 5;
11	South Talman Avenue, from West 45th Street to West 46th Street (Zone 252);
12	West 23rd Place (north side) from a point 49 feet west of South Rockwell Street to South Washtenaw Avenue and (south side) from South Rockwell Street to South Washtenaw Avenue (Zone 136);

Ward	Location
35	North Karlov Avenue (west side) from West Roscoe Street to West Cornelia Avenue (Zone 94);
41	In the 6600 block of North Ottawa Avenue (both sides);
41	West North Shore Avenue, from North Ottawa Avenue to the first driveway southwest thereof;
41	North Ostego Avenue, from North Ottawa Avenue to the first alley southwest thereof;
42	East Bellevue Place, between North Rush Street and North Lake Shore Drive -- at all times;
44	North Halsted Street (east side) from West Oakdale Avenue (2932 north) to West Wellington Avenue (3000 north) and (west side) from 3024 to 3038 (Zone 142);
44	West Byron Street (south side) from North Seminary Avenue to North Sheridan Road and (north side) from North Seminary Avenue to the first alley east thereof (Zone 387);
44	West Buckingham Place, from the first alley west of North Halsted Street to the first alley east of North Clark Street (Zone 382).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Removal of Zone 30 signs on West 59th Street (north side) from South Newcastle Avenue to the first alley west thereof (CC).

SECTION 2. Amend Zone 30 signs on South New England Avenue, from 5843 to West 59th Street (23rd Ward).

SECTION 3. Amend residential parking on North Ravenswood Avenue (both sides) from 4863 to 4895 -- seven days a week -- at all times, by striking: "(both sides)" and inserting in lieu thereof: "(east side only)".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives for the following locations:

Ward	Location
13	South Kolin Avenue (east side) from West 63rd Street north to the first alley (94-0319);
22	South Kolin Avenue (east side) from West Ogden Avenue to the first alley south thereof (94-0336);
23	South Harding Avenue (west side) from West 55th Street to the first alley north thereof (94-0340);

Ward	Location
32	North Leavitt Street (alongside of 2158 West Chicago Avenue) from West Chicago Avenue to the first alley north thereof (94-0229);
35	3520 to 3548 North Kostner Avenue (west side) (corner to corner) (94-0472);
38	West Waveland Avenue (both sides) from North Central Avenue to the first alley west thereof;
39	4801 North Kedvale Avenue to the furthest alley north thereof (94-0464).

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

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 23, April 13 and May 4, 1994) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Transportation is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Ward	Location
23	West 49th Street (north side) from South Hamlin Avenue to the first north/south alley east thereof -- at all times (94-0339);

Ward	Location
26	West Le Moyne Street (south side) from North Oakley Avenue to North Western Avenue -- tow-away zone/ambulance route (94-0158);
32	North Elston Avenue (east side) from a point 100 feet south of West Division Street, to a point 175 feet south thereof; and (west side) from a point 130 feet south of West Division Street, to a point 220 feet south thereof -- 2:00 A.M. to 7:00 P.M. (94-0375);
35	North Avondale Avenue (south side) from the first alley east of North Pulaski Road to North Avers Avenue -- at all times (94-0384);
39	West Lawrence Avenue (north side) from North Kilpatrick Avenue to a point 115 feet west thereof -- at all times (94-0253);
49	North Ravenswood Avenue (northbound) (west side) from West Lunt Avenue property line to a point 50 feet north thereof (94-0386);
50	North Western Avenue (east side) from West Lunt Avenue to West Greenleaf Avenue -- at all times (94-0400).

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 9, March 2, 23, April 13, May 4 and 18, 1994) proposed ordinances and an order to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order and substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the type specified:

Ward	Location
8	"One-Way Stop" sign, stopping South Cregier Avenue for East 77th Street (94-0201);
9	"All-Way Stop" signs, South Parnell Avenue and West 102nd Street (94-0022);
9	"All-Way Stop" signs, East 101st Street and South Parnell Avenue (94-0024);
9	"All-Way Stop" signs, South Eberhart Avenue and East 106th Street (94-0023);
9	"Two-Way Stop" signs, East 131st Street for South Corliss Avenue (94-0083);
9	"All-Way Stop" signs, South Corliss Avenue and East 104th Street (94-0142);
10	"One-Way Stop" sign, stopping South Burley Avenue for East 135th Street (94-0203);
10	"One-Way Stop" sign, stopping South Avenue G for East 109th Street (94-0304);
13	"One-Way Stop" sign, stopping South Keeler Avenue for West 56th Place (94-0323);

Ward	Location
13	"All-Way Stop" signs, South Keeler Avenue and West 60th Street (94-0145);
13	"Stop" signs, stopping West 69th Street traffic at the intersection of South Komensky Avenue;
14	"All-Way Stop" signs, South Spaulding Avenue and West 46th Street (94-0207);
15	"All-Way Stop" signs, South Hermitage Avenue and West 56th Street (94-0429);
15	"All-Way Stop" signs, South Honore Street and West 56th Street (94-0208);
21	"Two-Way Stop" signs, stopping South Aberdeen Street for West 102nd Street (94-0335);
21	"One-Way Stop" signs, stopping South Union Avenue for West 92nd Street (94-0333);
21	"All-Way Stop" signs, South Perry Avenue and West 82nd Street (94-0334);
23	"All-Way Stop" signs, South Morgan Street and West 19th Street (94-0093);
25	"All-Way Stop" signs, South Morgan Street and West Cullerton Street (94-0095);
25	"All-Way Stop" signs, South Paulina Street and West 17th Street (94-0094);

Ward	Location
26	"All-Way Stop" signs, North Richmond Avenue and West Bloomingdale Avenue (94-0347);
28	"All-Way Stop" signs, West Wilcox Street and South Kildare Avenue (94-0223);
31	"All-Way Stop" signs, North Kenosha Avenue and West Wellington Avenue (94-0227);
32	"All-Way Stop" signs, North Lakewood Avenue and West Schubert Avenue (94-0364);
33	"All-Way Stop" signs, West Grace Street and North Troy Avenue (94-0232);
35	"All-Way Stop" signs, West School Street and North Springfield Avenue (94-0363);
36	"All-Way Stop" signs, North Neva Avenue and West Palmer Street (94-0244);
36	"All-Way Stop" signs, North Natchez Avenue and West Barry Avenue (94-0245);
36	"Two-Way Stop" signs, stopping West Byron Street for North Pioneer Avenue (94-0360);
36	"All-Way Stop" signs, North Pontiac Avenue and West Grace Street (94-0362);
39	"All-Way Stop" signs, North Ridgeway Avenue and West Rosemont Avenue (94-0252);

Ward	Location
39	"One-Way Stop" sign, stopping West Balmoral Avenue for North Spaulding Avenue (94-0256);
39	"All-Way Stop" signs, North Kolmar Avenue and West Carmen Avenue (94-0251);
39	"All-Way Stop" signs, North Hiawatha Avenue and North Kilpatrick Avenue (94-0358);
40	"All-Way Stop" signs, West Farragut Avenue and North Hoyne Avenue (94-0355);
46	"All-Way Stop" signs, North Wilton Avenue and West Grace Street (94-0352);
50	"One-Way Stop" sign, stopping North Artesian Avenue for West North Shore Avenue (94-0351);
50	"Two-Way Stop" signs, stopping North Francisco Avenue for West Greenleaf Avenue (94-0287).

Installation Of "Closed To Traffic" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Closed To Traffic" signs at the below listed location:

Ward	Location And Time
41	West Raven Street, between North Normandy Avenue and North Natoma Avenue -- Monday through Thursday -- 3:00 P.M. to 3:30 P.M. -- Friday -- 2:15 P.M. to 2:45 P.M. -- and early dismissal days -- 11:50 A.M. to 12:20 P.M. -- 1994 -- 1995 school year -- provided school is responsible for traffic control devices and that City Traffic Code 9-12-040 is fully complied with (94-0257).

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

Installation Of "Peddling Prohibited" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Peddling Prohibited" signs at the below listed location:

Ward	Location
35	North Milwaukee Avenue (both sides) from North Avers Avenue to West Addison Street (94-0237).

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

ESTABLISHMENT OF WEIGHT LIMITATIONS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 13 and May 4, 1994) proposed ordinances to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
10	South Carondolet Avenue, between East 126th Street and East 130th Street (five tons) (94-0206);
10	South Marquette Avenue, between East 126th Street and East 130th Street (five tons) (94-0205);
10	South Saginaw Avenue, between East 126th Place and East 130th Street (five tons) (94-0204);
29	North Monitor Avenue, from West Division Street to West Augusta Boulevard (five tons) (94-0369).

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances

and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Madrzyk moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (December 9, 1992, September 15, December 1 and 15, 1993, January 12, February 9, March 23, April 13, May 4 and 18, 1994) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
31	At 4851 West Wrightwood Avenue -- no City Council action necessary for driveway -- signs will be posted (94-0051);

Ward	Location
35	At 3929 North Central Park Avenue -- no City Council action necessary for driveway -- signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (94-0240);
36	North Nordica Avenue (west side) from West Medill Avenue to the first alley north thereof -- previously passed March 22, 1974, Council Journal of Proceedings, page 798 (94-0246);
47	At 2430 -- 2438 West Roscoe Street -- previously passed October 6, 1981, Council Journal of Proceedings, page 7382 -- signs will be installed (94-0396).

Parking Prohibited At All Times, Handicapped:

Ward	Location
CC	At 6122 South Austin Avenue -- duplicate passed March 2, 1994, Permit Number 9041;
CC	At 5415 South Ridgeway Avenue -- insufficient alleyway clearance;
CC	At 4600 South Leamington Avenue -- insufficient corner clearance;
CC	At 5124 South Newcastle Avenue -- duplicate passed September 15, 1993 -- Handicapped Permit 8503;

Ward	Location
CC	At 5026 South Kildare Avenue -- duplicate passed September 15, 1993 -- Handicapped Permit 8501;
CC	At 4627 South La Crosse Avenue -- insufficient alleyway clearance;
CC	At 5140 South Kostner Avenue -- duplicate passed March 2, 1994 -- Handicapped Permit 9040;
CC	At 5206 South Latrobe Avenue -- duplicate passed March 2, 1994 -- Handicapped Permit 9044;
CC	At 6013 South Merrimac Avenue -- duplicate passed March 2, 1994 -- Handicapped Permit 9042;
CC	At 5130 South Leamington Avenue -- duplicate passed June 9, 1993 -- Handicapped Permit 8174;
CC	At 4854 South Kedvale Avenue -- duplicate passed March 26, 1993 -- Handicapped Permit 7892;
CC	At 5134 South New England Avenue -- duplicate passed February 9, 1994 -- Handicapped Permit 9005;
CC	At 3701 West 57th Place -- insufficient corner clearance;
1	At 1034 West Polk Street -- no fee requirement;
4	At 4612 South Lake Park Avenue -- no fee requirement;
4	At 1118 East Hyde Park Boulevard -- requestor moving;

Ward	Location
6	At 534 East 95th Street -- duplicate passed November 17, 1993 -- Handicapped Permit 8773;
7	At 7819 South Colfax Avenue -- duplicate passed March 23, 1994 -- Handicapped Permit 9077;
7	At 2617 East 73rd Street -- insufficient driveway clearance;
11	At 3705 South Honore Street -- duplicate passed March 23, 1994 -- Handicapped Permit 9187;
11	At 3327 South Hoyne Avenue -- duplicate ordinance;
12	At 4717 South Maplewood Avenue -- insufficient alleyway clearance;
12	At 3738 South Sacramento Avenue -- requestor changed mind;
13	At 6324 South Komensky Avenue -- resident deceased;
15	At 6555 South Bell Avenue -- no fee requirement;
16	At 6418 South Peoria Street -- requestor deceased;
20	At 6829 South Prairie Avenue -- insufficient fire hydrant clearance;
22	At 2242, 2250, 2252, 2245 -- 2247, 2251, 2253 and 2255 South St. Louis Avenue -- needs written permission from neighborhood;
24	At 1629 South Drake Avenue -- insufficient fire hydrant clearance;

Ward	Location
25	At 2328 West 21st Place -- insufficient fire hydrant clearance;
25	At 2230 West 21st Place -- insufficient fire hydrant clearance;
25	At 2620 West 15th Place -- insufficient fire hydrant clearance;
25	At 1930 West 22nd Place -- insufficient fire hydrant clearance;
31	At 3700 West McLean Avenue -- insufficient fire hydrant clearance;
32	At 1959 West Dickens Avenue -- fails to meet building zone requirement;
32	At 1726 West Wellington Avenue -- insufficient fire hydrant clearance;
33	At 2815 West Byron Street -- requestor changed mind;
34	At 11427 South Stewart Avenue -- insufficient fire hydrant clearance;
35	At 2325 North Ridgeway Avenue -- no fee requirement;
35	At 3238 North Monticello Avenue -- requestor changed mind;
36	At 2107 North Kilpatrick Avenue -- duplicate passed May 4, 1994 -- Handicapped Permit 9418;
37	At 815 North Monticello Avenue -- insufficient corner clearance;
38	At 4926 West Newport Avenue -- insufficient fire hydrant clearance;

Ward	Location
43	At 2008 North Seminary Avenue -- fails to meet building zone requirement;
45	At 5818 North Marmora Avenue -- no fee requirement;
46	At 511 West Brompton Avenue -- fails to meet building zone requirement;
50	At 6225 North Francisco Avenue -- no fee requirement, signs already installed -- Handicapped Permit 5251.

Parking Limited During Specified Hours:

Ward	Location
25	At 234 West 31st Street (also on South Wells Street side of building) one hour -- Monday through Sunday -- request withdrawn (94-0218);
45	At 6415 North Central Avenue from the end of the first driveway north of West Devon Avenue to the first parking meter north thereof -- one hour -- Monday through Saturday -- 7:00 A.M. to 6:00 P.M. -- this location falls within a no parking anytime zone (94-0394);
47	At 1647 West Irving Park Road -- fifteen minutes -- 9:30 A.M. to 11:00 P.M. -- duplicate proposal previously passed April 13, 1994 (94-0272).

Loading Zone:

Ward	Location
1	At 81 -- 91 South Water Market Street -- request withdrawn by applicant (94-0005);
1	At 225 North Racine Avenue -- request withdrawn by applicant (94-0134);
25	At 1161 West Cullerton Street -- Monday through Friday -- 6:00 A.M. to 4:30 P.M. -- no City Council action necessary for driveway prohibition signs -- signs will be installed upon verification of driveway permit and fees;
25	At 900 to 924 West 21st Street -- Monday through Saturday -- 5:00 A.M. to 8:00 P.M. -- no City Council action necessary for driveway prohibition signs -- signs will be installed upon verification of driveway permit and fees;
25	At 2159 West 21st Place -- Monday through Saturday -- 8:00 A.M. to 6:00 P.M. -- duplicate proposal previously passed July 9, 1958, Council Journal of Proceedings, page 8032 -- replacement signs will be installed (94-0219);
25	At 2015 West Cermak Road -- duplicate proposal, passed December 15, 1992 (92-1499);

Ward	Location
32	At 2143 North Damen Avenue -- 6:00 P.M. to 12:00 Midnight -- this falls within a no parking/tow-away zone -- signs will be posted (94-0230);
33	At 3635 North Kedzie Avenue -- Monday through Friday -- 8:00 A.M. to 4:30 P.M. -- applicant withdrew request (94-0381);
33	At 2421 West Lawrence Avenue -- this location falls within a no parking/tow-away zone (94-0380);
41	At 6733 North Olmsted Avenue -- Tuesday through Sunday -- 10:30 A.M. to 2:00 P.M. -- duplicate proposal previously passed April 29, 1992, Council Journal of Proceedings, page 15388, signs will be installed (94-0259).

Single Direction:

Ward	Location
36	First east/west alley south of West Belmont Avenue, from the "T" junction to North Austin Avenue in back of 5945 West Belmont Avenue -- westerly -- request withdrawn (94-0247).

Weight Limitations:

Ward	Location
20	In the 5500 to 5900 blocks of South Princeton Avenue -- five tons -- duplicate proposal previously passed December 23, 1959, Council Journal of Proceedings, page 1852 -- signs will be replaced (94-0331).

Service Drive/Diagonal Parking:

Ward	Location
39	From 4801 North Kedzie Avenue to the furthest alley north thereof (94-0387).

Miscellaneous Signs:

Ward	Location
28	In the 200 block of South Whipple Street -- "Slow -- School" signs -- no City Council action necessary, signs will be posted (94-0368);
35	At 3400 and 3460 North Tripp Avenue -- "Caution -- Children Crossing" signs -- no City Council action necessary -- signs will be posted (94-0168);

Ward	Location
36	At the entrance of the first east/west alley south of West Belmont Avenue on North Austin Avenue (east side) "Do Not Enter" signs -- duplicate proposal previously passed on April 13, 1994 (94-0243);
36	At the entrances of the first north/south alley east of North Austin Avenue on the north side of West Barry Avenue -- "Through Traffic Prohibited" signs -- no City Council action necessary -- signs will be installed (94-0242).

Traffic Lane Tow-Away Zone:

Ward	Location
46	North side of West Windsor Avenue, from North Clarendon Avenue to a point 170 feet thereof (for a 6 month period) May 9, 1994 to November 7, 1994 -- 3:00 A.M. to 3:00 P.M. -- signs will be posted under a commissioner's authority (94-0395).

Traffic Lane Tow-Away Zone/Street Cleaning:

Ward	Location
37	West North Avenue (north side) from North Kenton Avenue to North Linder Avenue -- Tuesday and Thursday -- 7:00 A.M. to 9:00 A.M. -- April 15, 1994 through November 15, 1994 -- this restriction falls under Municipal Code 9-64-040(b) (94-0248).

Traffic Warning Signs And Signals:

Ward	Location
5	Westbound traffic on East 77th Street at South Maryland Avenue -- "Stop" sign -- duplicate proposal passed May 8, 1975, Council Journal of Proceedings, page 210 -- signs will be posted (94-0200);
8	Northbound traffic on South Cregier Avenue at East 77th Street -- "Stop" sign -- previously proposed April 13, 1994 (94-0300);
10	East 99th Street and South Escanaba Avenue -- "Three-Way Stop" sign -- duplicate proposal passed November 5, 1993, Council Journal of Proceedings, page 40352 -- signs are posted (94-0305);
15	West 56th Street and South Honore Street -- "Four-Way Stop" sign -- duplicate proposal passed April 13, 1994 (94-0430);
30	West School Street and North Cicero Avenue -- automatic traffic control signal -- traffic volumes are not sufficient to meet mandatory traffic signal warrants -- this location is not a "Time Point" (94-0371);
40	North/southbound traffic on North Glenwood Avenue at West Hood Avenue -- "Stop" sign -- previously passed (94-0357);
48	North Glenwood Avenue at West Hood Avenue -- "Two-Way Stop" sign -- duplicate proposal recommended on a previous proposal dated March 2, 1994 (94-0409).

Amend Parking Prohibited At All Times, Handicapped:

Ward	Location
8	Amend ordinance by striking: "7924 South Kimbark Avenue" -- request is for installation;
10	Amend ordinance by striking: "10346 South Avenue L -- Permit 4190" -- signs removed by others;
11	Amend ordinance by striking: "2826 South Hillock Avenue" -- signs already removed;
11	Amend ordinance by striking: "3648 South Wood Street" -- signs are already removed;
11	Amend ordinance by striking: "4501 South Washtenaw Avenue" -- no signs are at this location;
31	Amend ordinance by striking: "2047 North Kedvale Avenue -- Permit 1322" -- signs removed by others;
33	Amend ordinance by striking: "2704 North McVicker Avenue -- Permit 1896" -- signs removed by others;
50	Amend ordinance by relocating from 6433 North Bell Avenue to 6545 North California Avenue -- no fee requirement.

Amend Loading Zone:

Ward	Location
39	Amend ordinance by striking: "4336 North Pulaski Road" -- no City Council action necessary -- signs were installed under meter area ordinance -- signs will be removed (94-0389).

Single Direction:

Ward	Location
32	Amend ordinance by striking: "North Ada Street, from West North Avenue to West Concord Place -- southerly" -- duplicate proposal -- amended on May 4, 1994 (94-0473).

Amend Parking Meters:

Ward	Location
32	Removal at 1551 North Milwaukee Avenue -- no City Council action necessary for removal (94-0374).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF TITLE 10, CHAPTER 28, SECTION 675 OF MUNICIPAL CODE OF CHICAGO BY DESIGNATING CERTAIN AREAS AS ADVERTISING BENCH "RESTRICTED ZONES".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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* thirty proposed ordinances transmitted herewith (referred on July 26, 1994) amending Section 10-28-675 of the Municipal Code of the City of Chicago regarding advertising bench "restricted zones" in portions of various wards.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

First Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of West Chicago Avenue and North Wood Street; thence east on West Chicago Avenue to North Racine Avenue; thence south on North Racine Avenue to the John F. Kennedy Expressway; thence south on the John F. Kennedy Expressway to West Hubbard Street; thence east on West Hubbard Street to North Halsted Street; thence south on North Halsted Street to West Kinzie Street; thence east on West Kinzie Street to the Chicago River; thence along the North Branch of the Chicago River to Lake Shore Drive; thence south on Lake Shore Drive to East 26th Street; thence west on East 26th Street to South LaSalle Street; thence west on West 31st Street to South Stewart Avenue; thence north on South Stewart Avenue to West 28th Street; thence west on West 28th Street to South Canal Street; thence north on South Canal Street to West 25th Place; thence west on West 25th Place to South Jefferson Street; thence north on South Jefferson Street to the South Branch of the Chicago River; thence north along the South Branch of the Chicago River to West 16th Street; thence west on West 16th Street to

South Hoyne Avenue; thence north on South Hoyne Avenue to West Roosevelt Road; thence west on West Roosevelt Road to South Western Avenue; thence north on South Western Avenue to West Polk Street; thence east on West Polk Street to South Ashland Avenue; thence north on South Ashland Avenue to West Monroe Street; thence east on West Monroe Street to South Laflin Street; thence north on South Laflin Street to West Madison Street; thence east on West Madison Street to North Racine Avenue; thence north on North Racine Avenue to West Kinzie Street; thence west on West Kinzie Street to North Wood Street; thence north on North Wood Street to the beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Second Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

from the intersection of 31st Street (both sides) and State Street; thence south on State Street (both sides) to 35th Street (north side only); from the intersection of 31st Street and State Street; thence east on 31st Street (both sides) to Michigan Avenue; thence south on Michigan Avenue (both sides) to 33rd Street and from the intersection

of 35th Street and Michigan Avenue; thence east on 35th Street (both sides) to Dr. Martin Luther King, Jr. Drive (both sides).

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Third Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South May Street and West 52nd Street; thence north on South May Street to West 51st Street; thence west on West 51st Street to South Loomis Street; thence north on South Loomis Street to West 50th Street; thence east on West 50th Street to South Throop Street; thence north on South Throop Street to West 49th Place; thence west on West 49th Place to South Loomis Street; thence north on South Loomis Street to West 47th Street; thence east on West 47th Street to South Halsted Street; thence south on South Halsted Street to West 49th Street; thence east on West 49th Street to South Wallace Street; thence north on South Wallace Street to West 47th Street; thence east on West 47th Street to the Chicago and Western Indiana Railroad; thence northwest on the Chicago and Western Indiana Railroad to West 46th Street; thence east on West 46th Street to South Stewart Avenue; thence north on South Stewart Avenue to West

43rd Place; thence west on West 43rd Place extended to the Chicago and Western Indiana Railroad; thence north on the Chicago and Western Indiana Railroad to West 43rd Street; thence west on West 43rd Street to the Chicago and Western Indiana Railroad; thence northeast and north on the Chicago and Western Indiana Railroad to West 42nd Street; thence east on West 42nd Street to the Chicago and Western Indiana Railroad; thence north on the Chicago and Western Indiana Railroad to West Pershing Road; thence east on West Pershing Road to South Wentworth Avenue; thence north on South Wentworth Avenue to West 35th Street; thence east on West 35th Street to South State Street; thence south on South State Street to East 36th Place; thence east on East 36th Place to the right-of-way of the Chicago Transit Authority; thence north on the right-of-way of the Chicago Transit Authority to East 35th Street; thence east on East 35th Street to South Wabash Avenue; thence south on South Wabash Avenue to East 36th Place; thence east on East 36th Place to South Michigan Avenue; thence north on South Michigan Avenue to East 35th Street; thence east on East 35th Street to South Indiana Avenue; thence south on South Indiana Avenue to East 37th Street; thence east on East 37th Street to South Dr. Martin Luther King, Jr. Drive; thence south on Dr. Martin Luther King, Jr. Drive to East Pershing Road; thence east on East Pershing Road to South Vincennes Avenue; thence southwesterly and south on South Vincennes Avenue to East 44th Street; thence east on East 44th Street to South St. Lawrence Avenue; thence south on South St. Lawrence Avenue to East 47th Street; thence west on East 47th Street to South Forrestville Avenue; thence south on South Forrestville Avenue to East 49th Street; thence west on East 49th Street to South Dr. Martin Luther King, Jr. Drive; thence south on South Dr. Martin Luther King, Jr. Drive to East 51st Street; thence west on East 51st Street to South State Street; thence south on South State Street to West Garfield Boulevard; thence west on West Garfield Boulevard to the centerline of the right-of-way of the Chicago and Western Indiana Railroad; thence south on the centerline of the right-of-way of the Chicago and Western Indiana Railroad to West 49th Street; thence west on West 59th Street to South Halsted Street; thence north on South Halsted Street to West Garfield Boulevard; thence west on West Garfield Boulevard to South Morgan Street; thence north on South Morgan Street to West 52nd Street; thence west on West 52nd Street to the point of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Fourth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South Dr. Martin Luther King, Jr. Drive and East Garfield Boulevard; thence north on South Dr. Martin Luther King, Jr. Drive to East 49th Street; thence east on East 49th Street to South Forrestville Avenue; thence north on South Forrestville Avenue to East 47th Street; thence east on East 47th Street to South St. Lawrence Avenue; thence north on South St. Lawrence Avenue to East 44th Street; thence west on East 44th Street to South Vincennes Avenue; thence north on South Vincennes Avenue to East Pershing Road; thence west on East Pershing Road to South Dr. Martin Luther King, Jr. Drive; thence north on South Dr. Martin Luther King, Jr. Drive to East 37th Street; thence east on East 37th Street to South Rhodes Avenue; thence north on South Rhodes Avenue to East 35th Street; thence east on East 35th Street to South Rhodes Avenue; thence north on South Rhodes Avenue to East 33rd Place; thence west on East 33rd Place to South Rhodes Avenue; thence north on South Rhodes Avenue to East 33rd Street; thence east on East 33rd Street to South Rhodes Avenue; thence north on South Rhodes Avenue to East 31st Street; thence east on East 31st Street, East 31st Drive and East 31st Drive extended to the shore of Lake Michigan; thence southerly following the shore of Lake Michigan to East 53rd Drive extended; thence west of East 53rd Drive extended, East 53rd Drive and East 53rd Street to the west right-of-way line of the Illinois Central Gulf Railroad, thence south on the west right-of-way line of the Illinois Central Gulf Railroad to East 55th Street; thence west on East 55th Street, East 55th Place, East 55th Street and East 55th Drive to South

Payne Drive; thence north on South Payne Drive to East 53rd Street extended west; thence west on East 53rd Street extended west to South Ellsworth Drive; thence south on South Ellsworth Drive to East Garfield Drive; thence west on East Garfield Drive to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Sixth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

East 75th Street on the north (including locations adjacent to both sides of that street).

South State Street on the west (including locations adjacent to both sides of that street).

East 95th Street on the south (including locations adjacent to both sides of that street).

South Cottage Grove Avenue on the east (including locations adjacent to the west side of that avenue).

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Eighth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by replacing all of subsection (b)(7) with the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

(7) All that portion of the City bounded as follows:

beginning at the intersection of East 103rd Street and South Cottage Grove Avenue; thence northerly on South Cottage Grove Avenue to East 95th Street; thence west on East 95th Street to South Cottage Grove Avenue; thence north on South Cottage Grove Avenue to East 79th Street; thence east on East 79th Street to South Stony Island Avenue; thence north on South Stony Island Avenue to East 75th Street; thence east on East 75th Street to South Luella Avenue; thence south on South Luella Avenue to East 78th Street; thence east on East 78th Street to South Yates Boulevard; thence south on South Yates Boulevard to East 89th Street; thence west on East 89th Street to South Merrill Avenue; thence south on South Merrill Avenue to East 92nd Street; thence west on East 92nd Street to South Clyde Avenue; thence south on South Clyde Avenue to East 93rd Street; thence east on East 93rd Street to South Merrill Avenue; thence south on South Merrill Avenue to East

94th Street; thence east on East 94th Street to South Paxton Avenue; thence south on South Paxton Avenue to the Chicago Rock Island and Pacific Railroad; thence west on the Chicago Rock Island and Pacific Railroad to South Clyde Avenue; thence south on South Clyde Avenue to the Chicago Rock Island and Pacific Railroad; thence west on the Chicago Rock Island and Pacific Railroad to South Jeffery Avenue; thence south on South Jeffery Avenue to East 95th Street; thence west on East 95th Street to South Stony Island Avenue extension; thence south on South Stony Island Avenue extension to East 103rd Street; thence west on East 103rd Street to point of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Ninth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South Parnell Avenue extended south and the City Limit Line (Little Calumet River); thence north on South Parnell Avenue extended and South Parnell Avenue to West 129th Place; thence west on West 129th Place to South Union Avenue; thence north on South Union Avenue to West 125th Street; thence east on West 125th Street to South Wallace Street; thence north on South Wallace

Street to the westerly right-of-way line of ConRail; thence northwesterly on the westerly right-of-way line of ConRail to West 124th Street; thence east on West 124th Street to South Parnell Avenue; thence south on South Parnell Avenue to West 125th Street; thence east on West 125th Street to South Princeton Avenue; thence north on South Princeton Avenue to West 122nd Street; thence east on West 122nd Street to South Wentworth Avenue; thence north on South Wentworth Avenue to West 119th Street; thence east on West 119th Street to South State Street; thence north on South State Street to West 103rd Street; thence west on West 103rd Street to South Lowe Avenue; thence north on South Lowe Avenue to West 99th Street; thence east on West 99th Street to South Parnell Avenue; thence north on South Parnell Avenue to the west leg of the Dan Ryan Expressway (I-57); thence east on the west leg of the Dan Ryan Expressway (I-57) to the centerline of the right-of-way of the Chicago and Western Indiana Railroad; thence south on the centerline of the right-of-way of the Chicago and Western Indiana Railroad to West 99th Street; thence east on West 99th Street to South Perry Avenue; thence south on South Perry Avenue to West 100th Street; thence east on West 100th Street and East 100th Street to South Michigan Avenue; thence north on South Michigan Avenue to the Calumet Expressway (I-94); thence east on the Calumet Expressway (I-94) to South Cottage Grove Avenue; thence southwesterly on South Cottage Grove Avenue to East 103rd Street; thence east on East 103rd Street to the former Chicago Rock Island and Pacific Railroad; thence southwesterly on the former Chicago Rock Island and Pacific Railroad to East 111th Street; thence west on East 111th Street to South Langley Avenue; thence south on South Langley Avenue to East 114th Street; thence west on East 114th Street to South St. Lawrence Avenue, thence south on South St. Lawrence Avenue to East 115th Street; thence west on East 115th Street to South Cottage Grove Avenue; thence southerly on South Cottage Grove Avenue to East 124th Street; thence southwesterly on East 124th Street to South Cottage Grove Avenue; thence southeasterly on South Cottage Grove Avenue to South Cottage Grove Avenue extended to East 130th Street; thence east on East 130th Street to the Penn Central Railroad; thence southeasterly on the Penn Central Railroad to the City Limit Line (East 138th Street extended); thence west on City Limit Line (East 138th Street extended) and East 138th Street to South Indiana Avenue (City Limit Line); thence north on South Indiana Avenue (City Limit Line) to the Little Calumet River; thence west, northerly and westerly following the City Limit Line to South Union Avenue, extended south, being the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Tenth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of the shore of Lake Michigan and the southeasterly line of the South District Filtration Plant; thence southwesterly to the southwesterly line of the South District Filtration Plant; thence northwesterly to East Cheltenham Place extended northeasterly; thence southwesterly on East Cheltenham Place extended to the southwesterly line of Rainbow Park; thence southerly along the southwesterly line of Rainbow Park to East 79th Street; thence east on East 79th Street to South Brandon Avenue; thence south on South Brandon Avenue to East 83rd Place; thence west on East 83rd Place to South Bond Avenue; thence south and southwesterly on South Bond Avenue to the northeasterly right-of-way line of Northwest Illinois Rail Corporation (METRA); thence southeasterly on the northeasterly right-of-way line of Northwest Illinois Rail Corporation (METRA) and said line extended to South Burley Avenue; thence south on South Burley Avenue to East 87th Street; thence west on East 87th Street to South Burley Avenue; thence south on South Burley Avenue to East 89th Street; thence west on East 89th Street and East 89th Street extended to South Baltimore Avenue; thence north on South Baltimore Avenue to East 88th Street; thence east on East 88th Street and East 88th Street extended to the former Baltimore and Ohio Railroad; thence north on the former Baltimore and Ohio Railroad to East 87th Street; thence west on East 87th Street to South Baltimore Avenue; thence northwesterly on South Baltimore Avenue to East 85th Street; thence west on East 85th Street to South Commercial Avenue; thence

south on South Commercial Avenue to East 86th Street; thence west on East 86th Street to South Exchange Avenue; thence north on South Exchange Avenue to East 85th Street; thence west on East 85th Street to South Escanaba Avenue; thence south on South Escanaba Avenue to East 86th Street; thence west on East 86th Street to South Muskegon Avenue; thence south on South Muskegon Avenue to East 87th Street; thence west on East 87th Street to South Muskegon Avenue; thence south on South Muskegon Avenue to East 91st Street; thence east on East 91st Street to South Exchange Avenue; thence south on South Exchange Avenue to South South Chicago Avenue; thence southeasterly on South South Chicago Avenue to East 93rd Street; thence west on East 93rd Street to South Commercial Avenue; thence south on South Commercial Avenue to South Anthony Avenue; thence northwesterly on South Anthony Avenue to East 93rd Street; thence west on East 93rd Street to South Manistee Avenue; thence south on South Manistee Avenue to East 95th Street; thence west on East 95th Street to South Colfax Avenue; thence south on South Colfax Avenue to East 96th Street; thence west on East 96th Street to South Hoxie Avenue; thence south on South Hoxie Avenue to East 99th Street; thence west on East 99th Street to South Luella Avenue; thence south on South Luella Avenue to East 102nd Street; thence west on East 102nd Street to a line 1,200 feet northeasterly from and parallel to the northeasterly right-of-way line of the Chicago and Western Indiana Railroad; thence southeasterly on said line 1,200 feet northeasterly from and parallel to the northeasterly right-of-way line of the Chicago and Western Indiana Railroad to South Paxton Avenue; thence south on South Paxton Avenue to East 103rd Street; thence west on East 103rd Street to the New York Central and St. Louis Railroad; thence northwesterly on the New York Central and St. Louis Railroad to South Stony Island Avenue extension; thence south on South Stony Island Avenue extension to East 103rd Street; thence west on East 103rd Street to the former Chicago Rock Island and Pacific Railroad; thence southwesterly on the former Chicago Rock Island and Pacific Railroad to East 111th Street; thence west on East 111th Street to South Langley Avenue; thence south on South Langley Avenue to East 114th Street; thence west on East 114th Street to South St. Lawrence Avenue; thence south on South St. Lawrence Avenue to East 115th Street; thence west on East 115th Street to South Cottage Grove Avenue; thence southwesterly on South Cottage Grove Avenue to East 124th Street; thence southerly on East 124th Street to South Cottage Grove Avenue; thence southeasterly on South Cottage Grove Avenue and South Cottage Grove Avenue extended to East 130th Street; thence east on East 130th Street to the Penn Central Railroad; thence southeasterly on the Penn Central Railroad to the City Limit Line (East 138th Street extended); thence east on City Limit Line (East 138th Street extended) and East 138th Street to the Illinois and Indiana State Line; thence north on the Illinois and Indiana State Line and South State Line Road to the shore of Lake Michigan; thence northerly following the shore of Lake Michigan to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Thirteenth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

West 55th Street on the north (including only locations adjacent to the south side of that street).

South Central Avenue on the west (including only locations adjacent to the east side of that avenue).

West 63rd Street on the south (including only locations adjacent to the north side of that street).

South Cicero Avenue on the east (including only locations adjacent to the west side of that avenue).

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Fourteenth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to either side of South Kedzie Avenue between West 39th Street and West 29th; excluding therefrom the locations adjacent to the intersection of South Kedzie Avenue and South Archer Avenue.

All locations adjacent to either side of South California Avenue between West 37th Street and West 42nd Street; excluding therefrom the locations adjacent to the intersection of South California Avenue and South Archer Avenue.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Fifteenth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South Troy Street and West Columbus Avenue; thence north on South Troy Street to West 77th Street; thence west on West 77th Street to South Kedzie Avenue; thence north on South Kedzie Avenue to West Marquette Road; thence east on West Marquette Road to South California Avenue; thence north on South California Avenue to West 59th Street; thence east on West 59th Street to South Seeley Avenue; thence north on South Seeley Avenue to West Garfield Boulevard; thence east on West Garfield Boulevard to South Ashland Avenue; thence south on South Ashland Avenue to West 71st Street; thence west on West 71st Street to South Wood Street; thence north on South Wood Street to West 70th Street; thence west on West 70th Street to South Wolcott Avenue; thence south on South Wolcott Avenue to West 74th Street; thence west on West 74th Street to South Damen Avenue; thence south on South Damen Avenue to the right-of-way of the Belt Railway of Chicago; thence west on the right-of-way of the Belt Railway of Chicago to West Columbus Avenue; thence southwesterly on West Columbus Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Twentieth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to the southeast corner of East Garfield Boulevard and South Indiana Avenue.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Twenty-Second Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to either side of South Central Park Avenue, between West Cermak Road and West 25th Street.

All locations adjacent to either side of West 26th Street, between South Christiana Avenue and the City limits, plus either side of each intersecting street for a distance of 125 feet from West 26th Street.

All locations adjacent to the south side of West Cermak Road, between South Christiana Avenue and South Pulaski Road, plus all locations adjacent to either side of each intersecting street for a distance of 125 feet south from West Cermak Road.

All locations adjacent to the either side of West Cermak Road, between South Pulaski Road and the City limits, plus all locations adjacent to either side of each intersecting street for a distance of 125 feet from West Cermak Road.

All locations adjacent to the west side of South Pulaski Road, between West 19th Street and West Cermak Road.

All locations adjacent to either side of South Pulaski Road, between West Cermak Road and West 33rd Street.

All locations adjacent to either side of West 31st Street, between South Trumbull Avenue and the City limits.

All locations adjacent to either side of South Lawndale Avenue, between West 25th Street and West 32nd Street.

All locations adjacent to either side of South Cicero Avenue, between West 39th Street and West 45th Street.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Twenty-Fourth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South Laramie Avenue and West Roosevelt Road; thence north on South Laramie Avenue to West Harrison Street; thence east on West Harrison Street to South Lavergne Avenue; thence north on South Lavergne Avenue to West Jackson Boulevard; thence east on West Jackson Boulevard to South Kostner Avenue; thence south on South Kostner Avenue to West Gladys Avenue; thence east on West Gladys Avenue to South Kildare Avenue; thence south on South Kildare Avenue to West Van Buren Street; thence east on West Van Buren Street to South Hamlin Avenue; thence south on South Hamlin Avenue to West Congress Parkway; thence east on West Congress Parkway to South Kedzie Avenue; thence south on South Kedzie Avenue to West Harrison Street; thence east on West Harrison Street to South Sacramento Boulevard; thence south on South Sacramento Boulevard, South Sacramento Drive and South Marshall Boulevard to West Cermak Road; thence west on West Cermak Road to South Trumbull Avenue; thence northwesterly on South Trumbull Avenue to West Cermak Road; thence southwesterly and west on West Cermak Road to South Pulaski Road; thence north on South Pulaski Road to the centerline of the right-of-way of the Chicago Transit Authority; thence west on the centerline of the right-of-way of the Chicago Transit Authority to South Karlov Avenue; thence south on

South Karlov Avenue to West 21st Street; thence west on West 21st Street to South Keeler Avenue; thence north on South Keeler Avenue to West 16th Street; thence west on West 16th Street to the City Limit Line (Belt Railway of Chicago); thence north on the City Limit Line (Belt Railway of Chicago) to West Roosevelt Road (City Limit Line); thence west on West Roosevelt Road (City Limit Line) to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Twenty-Fifth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of South Western Avenue and West Polk Street; thence east on West Polk Street to West Ogden Avenue; thence southwest on West Ogden Avenue to South Leavitt Street; thence generally south on South Leavitt Street and the public way adjacent to the east property line of the Cook County Juvenile Court Building to West 13th Street; thence east on West 13th Street to South Hoyne Avenue, thence south on South Hoyne Avenue and South Hoyne Avenue extended to West 15th Street; thence west on West 15th Street

and West 15th Street extended to South Western Avenue; thence north on South Western Avenue to the point of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Twenty-Eighth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of West Quincy Street and South Laramie Avenue; thence north on South Laramie Avenue to West Kinzie Street; thence east on West Kinzie Street to North Lavergne Avenue; thence north on North Lavergne Avenue to West Ferdinand Street; thence east on West Ferdinand Street to North Lamon Avenue; thence north on North Lamon Avenue to West Chicago Avenue; thence east on West Chicago Avenue to North Pulaski Road; thence south on North Pulaski Road to West Ohio Street; thence east on West Ohio Street to North Kedzie Avenue; thence south on North Kedzie Avenue to the north frontage roadway of West Franklin Boulevard; thence west on the north frontage roadway of West Franklin Boulevard to North Sawyer Avenue; thence south on North Sawyer Avenue to the south frontage roadway of West Franklin Boulevard; thence east on the south frontage roadway of West Franklin Boulevard to North Kedzie Avenue;

thence south on North Kedzie Avenue to West Washington Boulevard; thence east on West Washington Boulevard to North Campbell Avenue; thence south on North Campbell Avenue to West Madison Street; thence west on West Madison Street to South Campbell Avenue; thence south on South Campbell Avenue to West Monroe Street; thence west on West Monroe Street to the centerline of the right-of-way of ConRail; thence south on the centerline of the right-of-way of ConRail to West Polk Street; thence east on West Polk Street to South Western Avenue; thence south on South Western Avenue to West 16th Street; thence west on West 16th Street to South California Boulevard; thence north on South California Boulevard to West Ogden Avenue; thence southwesterly on West Ogden Avenue to South Sacramento Drive; thence northerly on South Sacramento Drive and South Sacramento Boulevard to West Harrison Street; thence west on West Harrison Street to South Kedzie Avenue; thence north on South Kedzie Avenue to West Congress Parkway; thence west on West Congress Parkway to South Hamlin Boulevard; thence north on South Hamlin Boulevard to West Van Buren Street; thence west on West Van Buren Street to South Kildare Avenue; thence north on South Kildare Avenue to West Gladys Avenue; thence west on West Gladys Avenue to South Kostner Avenue; thence north on South Kostner Avenue to West Jackson Boulevard; thence west on West Jackson Boulevard to South Leamington Avenue; thence north on South Leamington Avenue to West Quincy Street; thence west on West Quincy Street to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Thirtieth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to the west side of North Milwaukee Avenue, between 2958 north and 3200 north.

All locations adjacent to the east side of North Milwaukee Avenue, between 2963 north and 3201 north.

All locations adjacent to the north side of West Diversey Avenue, between 3600 west and 4000 west.

All locations adjacent to the south side of West Diversey Avenue, between 3601 west and 4001 west.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Thirty-First Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations on that portion of the public way adjacent to the following street addresses:

4338 West North Avenue

4001 West North Avenue

4301 West Armitage Avenue

3801 West North Avenue

4801 West Armitage Avenue

3758 West North Avenue

4401 West Armitage Avenue

4356 West Armitage Avenue

4156 West Armitage Avenue

4101 West Armitage Avenue

2557 North Pulaski Road

4256 West Diversey Avenue

4358 West Diversey Avenue

4401 West Diversey Avenue

2900 North Cicero Avenue

3000 North Cicero Avenue

4701 West Fullerton Avenue

4658 West Fullerton Avenue

4501 West Fullerton Avenue

4224 West Fullerton Avenue

3901 West Fullerton Avenue

3868 West Fullerton Avenue

3801 West Armitage Avenue

3905 West Armitage Avenue

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Thirty-Second Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to each side of the intersection of North Leavitt Street and West Belmont Avenue.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Thirty-Fourth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to either side of West 103rd Street, between South State Street and South Racine Avenue.

All locations adjacent to either side of West 107th Street, between South State Street and South Carpenter Street.

All locations adjacent to either side of West 115th Street, between South State Street and South Hale Avenue.

All locations adjacent to either side of West 119th Street, between South State Street and South Vincennes Avenue.

All locations adjacent to either side of South Wentworth Avenue, between West 103rd Street and West 122nd Street.

In addition, the number of advertising benches along South Halsted Street, from the 9900 block south to 12900 south may not exceed four at any intersection.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Fortieth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to both sides of West Devon Avenue, between North Hermitage Avenue and North Ravenswood Avenue.

All locations adjacent to the south side of West Devon Avenue, between North Broadway and North Ravenswood Avenue.

All locations adjacent to the west side of North Clark Street, between West Foster Avenue and West Edgewater Avenue.

All locations adjacent to the east side of North Clark Street, between West Hood Avenue and West Devon Avenue.

All locations adjacent to the west side of North Broadway, between West Norwood Avenue and West Devon Avenue.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-First Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by replacing all of Subsection (b)(13) with the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

(13) All that portion of the City bounded as follows:

beginning at the intersection of North Nagle Avenue and West Foster Avenue; thence north on North Nagle Avenue and North Nagle Avenue extended to West Devon Avenue; thence east on West Devon Avenue to the centerline of the North Branch of the Chicago River; thence southeasterly following the centerline of the North Branch of the Chicago River to the easterly right-of-way line of the Northwest Illinois Rail Corporation (METRA); thence northwesterly on the easterly right-of-way line of the Northwest Illinois Rail Corporation (METRA) and following the City Limit Line to West Touhy Avenue; thence west on West Touhy Avenue and continuing to follow the City Limit Line to North Harlem Avenue; thence north on North Harlem Avenue and continuing to follow the City Limit Line along West Howard Street, North Ozanam Avenue, West Higgins Road, the DesPlaines River and west to the boundary line of Chicago O'Hare International Airport; thence northerly following the City Limit Line as said City Limit Line circumscribes Chicago O'Hare International Airport to West Foster Avenue; thence east on West Foster Avenue (City Limit Line) and said line extended to the DesPlaines River; thence southerly along the DesPlaines River (City Limit Line) to West Lawrence Avenue; thence east on West Lawrence Avenue to the east line of North East River Road (City Limit Line); thence north on the east line of North East River Road and following the City Limit Line to North Nashville Avenue; thence north on North Nashville Avenue to West Argyle Street, thence

west on West Argyle Street to North Natoma Avenue; thence north on North Natoma Avenue to West Foster Avenue; thence east on West Foster Avenue to the place of beginning (except that part thereof in unincorporated Cook County).

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Second Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of East Cermak Road and South Indiana Avenue; thence north on South Indiana Avenue to East Cullerton Street; thence west on East Cullerton Street to South Michigan Avenue; thence north on South Michigan Avenue to East 8th Street; thence west on East 8th Street to South Holden Court; thence north on South Holden Court to East Harrison Street; thence west on East Harrison Street to South State Street; thence north on South State Street to West Congress Parkway; thence west on West Congress Parkway to South Plymouth Court; thence north on South Plymouth Court to West Van Buren Street; thence west on West Van Buren Street to South LaSalle Street; thence south on South LaSalle Street to West Harrison Street; thence west on West Harrison

Street to the centerline of the South Branch of the Chicago River; thence southerly on the centerline of the South Branch of the Chicago River to West Roosevelt Road; thence west on West Roosevelt Road to South Racine Avenue; thence north on South Racine Avenue to West Cabrini Street; thence west on West Cabrini Street to South Ada Street; thence south on South Ada Street to West Taylor Street; thence west on West Taylor Street to South Loomis Street; thence south on South Loomis Street to West Fillmore Street; thence west on West Fillmore Street to South Laflin Street; thence north on South Laflin Street to West Taylor Street; thence west on West Taylor Street to South Marshfield Avenue; thence north on South Marshfield Avenue to West Polk Street; thence west on West Polk Street to South Paulina Street; thence north on South Paulina Street and South Paulina Street extended to the centerline of the Dwight D. Eisenhower Expressway (I-290); thence east on the centerline of the Dwight D. Eisenhower Expressway (I-290) to the centerline of the John F. Kennedy Expressway (I-90); thence north on the centerline of the John F. Kennedy Expressway (I-90) to West Madison Street; thence east on West Madison Street to South Desplaines Street; thence south on South Desplaines Street to West Monroe Street; thence east on West Monroe Street extended to South Clinton Street; thence north on South Clinton Street to West Madison Street; thence east on West Madison Street to the centerline of the South Branch of the Chicago River; thence northerly on the centerline of the South Branch of the Chicago River and the North Branch of the Chicago River to West Chicago Avenue; thence east on West Chicago Avenue to North LaSalle Drive; thence north on North LaSalle Drive to West North Avenue; thence east on West North Avenue and West North Boulevard to North State Parkway; thence south on North State Parkway to East Burton Place; thence east on East Burton Place to North Astor Street; thence south on North Astor Street to East Schiller Street; thence west on East Schiller Street to North Astor Street; thence south on North Astor Street to East Goethe Street; thence east on East Goethe Street and East Goethe Street extended to the shore of Lake Michigan; thence southerly following the shore of Lake Michigan to East Cermak Road extended; thence west on East Cermak Road extended and East Cermak Road to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Third Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by replacing all of subsection (b) (14) with the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

(14) All that portion of the City bounded as follows:

beginning at the intersection of the centerline of the North Branch of the Chicago River and West North Avenue; thence northerly on the centerline of the North Branch of the Chicago River to West Cortland Street; thence east on West Cortland Street to North Southport Avenue; thence north on North Southport Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North Racine Avenue; thence north on North Racine Avenue to West Lill Avenue; thence east on West Lill Avenue to North Seminary Avenue; thence north on North Seminary Avenue to West Wrightwood Avenue; thence east on West Wrightwood Avenue to North Lincoln Avenue; thence northwesterly on North Lincoln Avenue to North Seminary Avenue; thence northeasterly and north on North Seminary Avenue to West Diversey Parkway; thence east on West Diversey Parkway and West Diversey Parkway extended to the shore of Lake Michigan; thence southerly following the shore of Lake Michigan to East Goethe Street extended east; thence west on East Goethe Street extended and East Goethe Street to North Astor Street; thence north on North Astor Street to East Schiller Street; thence east on East Schiller Street to North Astor Street; thence north on North Astor Street to East Burton Place; thence west on East Burton Place to North State Parkway; thence north on North State Parkway to West North Boulevard; thence west on West North Boulevard and West North Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Fourth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to both sides of North Sheridan Road, between West Cornelia Avenue and West Diversey Parkway.

All locations adjacent to both sides of North Lake Shore Drive, between West Cornelia Avenue and West Diversey Parkway.

All locations adjacent to the north side of West Diversey Parkway, between North Racine Avenue and North Lake Shore Drive.

All locations adjacent to both sides of West Addison Street, between North Seminary Avenue and North Sheffield Avenue.

All locations adjacent to both sides of North Clark Street, between West Grace Street and West Addison Street.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Fifth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

(10) All locations adjacent to either side of West Lawrence Avenue, between North Kilbourn Avenue and North Lowell Avenue.

All locations adjacent to either side of North Elston Avenue, between North Kilbourn Avenue and North Kostner Avenue.

All locations adjacent to the either side of West Irving Park Road, between North Lavergne Avenue and North Clover Street.

All locations adjacent to either side of North Milwaukee Avenue, between West Hutchinson Street and West Berenice Avenue, and between [Parkside] West *Devon* Avenue and West Wilson Avenue.

All locations adjacent to either side of North Cicero Avenue, between West Hutchinson Street and West Berenice Avenue.

All locations adjacent to either side of West Lawrence Avenue, between the Kennedy Expressway and North Major Avenue.

All locations adjacent to either side of West Higgins Avenue, between North Major Avenue and North Milwaukee Avenue.

All locations adjacent to either side of North Central Avenue, between West Giddings Street and West Berwyn Avenue *and from the 6200 block north to the 6500 block north.*

All locations adjacent to either side of North Northwest Highway, between North [Parkside] *Menard* Avenue and North Milwaukee Avenue.

All locations adjacent to either side of West Devon Avenue, from the 5300 block west to the 5600 block west.

All locations adjacent to either side of North Caldwell Avenue, from the 6200 block north to the 6500 block north.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Sixth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to:

The southeast corner of West Wilson Avenue and North Malden Street.

The southeast corner of West Wilson Avenue and North Magnolia Avenue.

The northwest corner of North Broadway and West Montrose Avenue.

The northwest corner of North Broadway and West Buena Avenue.

The southeast corner of West Leland Avenue and North Broadway.

The northeast corner of North Broadway and West Montrose Avenue.

The northwest corner of West Irving Park Road and North Marine Drive.

The southeast corner of North Sheridan Road and West Leland Avenue.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Seventh Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All locations adjacent to the intersection of North Western Avenue and West Belle Plaine Avenue.

All locations adjacent to the intersection of North Western Avenue and West Cullom Avenue.

All locations adjacent to the intersection of North Western Avenue and West Wilson Avenue.

That area of the City bounded as follows:

beginning at the intersection of West Winnemac Avenue and North Lincoln Avenue; thence east on West Winnemac Avenue to North Western Avenue; thence south on North Western Avenue to West Ainslie Street; thence west on West Ainslie Street to North Lincoln Avenue; thence north on North Lincoln Avenue to the point of beginning.

That area of the City bounded as follows:

beginning at the intersection of West Winnemac Avenue and North Western Avenue; thence west on West Winnemac Avenue to North Leavitt Street; thence south on North Leavitt Street to West Wilson Avenue; thence west on West Wilson Avenue to North Western Avenue; thence north on North Western Avenue to the point of beginning.

That area of the City bounded as follows:

beginning at the intersection of West Lawrence Avenue and North Ravenswood Avenue; thence east on West Lawrence Avenue to North Dover Street; thence south on North Dover Street to West Montrose Avenue; thence west on West Montrose Avenue to North Clark Street; thence south on North Clark Street to West Irving Park Road; thence west on West Irving Park Road to North Ravenswood Avenue; thence north on North Ravenswood Avenue to the point of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Eighth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of West Leland Avenue and North Racine Avenue; thence north on North Racine Avenue to West Lawrence Avenue; thence west on West Lawrence Avenue to North Magnolia Avenue; thence north on North Magnolia Avenue to West Arglye Street; thence west on West Argyle Street to North Glenwood Avenue; thence north on North Glenwood Avenue to West Winnemac Avenue; thence east on West Winnemac Avenue to North Broadway; thence north on North Broadway to West Winona Street; thence west on West Winona Street to North Glenwood Avenue; thence north on North Glenwood Avenue to West Foster Avenue; thence west on West Foster Avenue to North Clark Street; thence north on North Clark Street to West Victoria Street; thence east on West Victoria Street to North Ridge Avenue; thence northwesterly on North Ridge Avenue to North Clark Street; thence north on North Clark Street to West Hood Avenue; thence east on West Hood Avenue to North Glenwood Avenue; thence south on North Glenwood Avenue to West Norwood Street; thence east on West Norwood Street to North Broadway; thence north on North Broadway to West Granville Avenue; thence east on West Granville Avenue to the shore of Lake Michigan; thence southerly following the shore of Lake Michigan to West Lawrence Drive extended easterly; thence westerly and west on West Lawrence Drive and West Lawrence Avenue to North Clarendon Avenue; thence south on North Clarendon Avenue to West Lakeside Place; thence west on West Lakeside Place to North Sheridan Road; thence north on North Sheridan Road to West Ainslie Street thence; west on West Ainslie Street to the centerline of the Chicago Transit Authority; thence south on the centerline of the Chicago Transit Authority to West Leland Avenue; thence west on West Leland Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

Forty-Ninth Ward.

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

SECTION 1. Section 10-28-675 of the Municipal Code of Chicago is hereby amended by adding and numbering according to its proper numerical sequence the language in italics, as follows:

10-28-675

(a) * * * * *

(b) The following areas are hereby designated advertising bench "restricted zones" pursuant to Section 10-28-670:

* * * * *

( ) All that portion of the City bounded as follows:

beginning at the intersection of West Pratt Boulevard and North Ridge Boulevard; thence northerly on North Ridge Boulevard to West Howard Street (City Limit Line); thence east on West Howard Street and following the City Limit Line to the shore of Lake Michigan; thence southerly following the shore of Lake Michigan to West Granville Avenue; thence west on West Granville Avenue to North Broadway; thence north on North Broadway to North Sheridan Road; thence north on North Sheridan Road to West Loyola Avenue; thence northwest and west on West Loyola Avenue to North Lakewood Avenue; thence north on North Lakewood Avenue to West Albion Avenue; thence east on West Albion Avenue to North Lakewood Avenue; thence northwesterly and north on North Lakewood Avenue to West North Shore Avenue; thence west on West North Shore Avenue to the centerline of the right-of-way of the Chicago Transit Authority, thence northerly on the centerline of the right-of-way of the Chicago Transit Authority to West Columbia Avenue; thence west on West

Columbia Avenue to North Glenwood Avenue; thence north on North Glenwood Avenue to West Pratt Boulevard; thence west on West Pratt Boulevard to North Ashland Avenue; thence south on North Ashland Avenue to West Wallen Avenue; thence west on West Wallen Avenue to North Ravenswood Avenue; thence north on North Ravenswood Avenue to vacated West Columbia Avenue extended east; thence west on vacated West Columbia Avenue extended and vacated West Columbia Avenue to North Ridge Boulevard; thence north on North Ridge Boulevard to the place of beginning.

SECTION 2. This ordinance shall take effect upon its passage and shall apply to all contracts entered into or extended after the effective date of this ordinance.

AUTHORIZATION FOR INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TRANSFER OF JURISDICTION OVER CERTAIN STREETLIGHTS AND STRUCTURES ON PORTION OF NORTH ONTARIO STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed substitute ordinance authorizing an intergovernmental agreement with the Illinois Department of Transportation under which the City will obtain from the State of Illinois jurisdiction over thirty-five (35) streetlights and accompanying structures on Ontario Street, from Orleans Street to Michigan Avenue. This ordinance was referred to the committee on July 13, 1994.

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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to the Illinois Highway Code, 605 ILCS 5/1-101, et seq. (the "Code"), the State of Illinois, acting by and through its Department of Transportation (the "State"), the State has acquired real property for, constructed and maintained various State highways (as that term is defined in the Code), including all structural appurtenances thereto, throughout the State of Illinois; and

WHEREAS, Sections 2-101 and 4-409 of the Code authorize the State to enter into agreements to provide for the transfer of jurisdiction of State highways or portions thereof to units of local government; and

WHEREAS, Section 7-101 of the Code gives local units of government the authority to make changes to their Municipal Street System (as that term is defined in the Code); and

WHEREAS, The State, desires to transfer jurisdiction of thirty-five (35) streetlights and the accompanying electrical systems, including, but not limited to cable, conduit, ballasts, poles, controllers, service installation, mast arms and cement foundations on Ontario Street, between Orleans Street and Michigan Avenue in the City (the "Streetlights") that heretofore have constituted part of the State Highway System (as that term is defined in the Code) to the City in order to enhance the efficient maintenance of the Streetlights and to promote the safe movement of vehicular and pedestrian traffic on Ontario Street; and

WHEREAS, The City is willing and wishes to accept jurisdiction of the Streetlights to enhance the efficient maintenance of the Streetlights and to promote the safe movement of vehicular and pedestrian traffic in the City if the State makes certain alterations to the Streetlights to conform them to the specifications of other streetlights in the City maintained by its Department of Streets and Sanitation ("D.S.S."); and

WHEREAS, The State is willing to make such alterations in order to facilitate the transfer of jurisdiction and the ease of maintenance of the Streetlights; and

WHEREAS, The City and the State desire to enter into an intergovernmental agreement (the "Agreement") to achieve these goals; now, therefore,

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

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

SECTION 2. The City hereby accepts jurisdiction of the Streetlights, as and when they are altered to conform to City streetlight specifications as evidenced by written notice of approval from D.S.S. to I.D.O.T..

SECTION 3. The Commissioner of the Department of Streets and Sanitation (the "Commissioner") and the designee of the Commissioner are hereby authorized, subject to review by the Corporation Counsel, to enter into and execute the Agreement substantially in the form attached hereto as Exhibit A and hereby made a part hereof and to execute such agreements, amendments and documents as are required or necessary to implement the terms of the Agreement.

SECTION 4. The Commissioner and the designee of the Commissioner are hereby authorized, subject to the approval of the Corporation Counsel to make such changes to the form of the Agreement as are necessary or advisable provided such changes are consistent with the purpose and intent of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

This Intergovernmental Agreement (the "Agreement") entered into this _____ day of _____, 1994 by and between the City of Chicago, a municipal corporation (the "City"), and the State of Illinois (the "State"), acting by and through its Department of Transportation ("I.D.O.T."), pertaining to the transfer of jurisdiction of thirty-five (35) light fixtures, commonly known as streetlights, on Ontario Street, between Orleans Street and Michigan Avenue in the City which have formed a part of the State Highway System (as that term is defined in the hereinafter defined Illinois Highway Code).

Witnesseth:

Whereas, Pursuant to the Illinois Highway Code, 605 ILCS 5/1-101, et seq. (the "Code"), the State, acting by and through I.D.O.T., has acquired property for, constructed and maintained various State Highways (as that term is defined in the Code), including not only the rights-of-way, but also all other structures and appurtenances necessary or convenient thereto; and

Whereas, Pursuant to the City's powers as a home rule unit, and Section 7-101 of the Code, the City has acquired property for, constructed and maintained a Municipal Street System (as that term is defined in the Code) and created its Department of Streets and Sanitation ("D.S.S.") to maintain such system; and

Whereas, The State, acting by and through I.D.O.T., owns and maintains the thirty-five (35) streetlights, and the accompanying electrical systems, including, but not limited to cable, conduit, ballasts, poles, controllers, service installation, mast arms and cement foundations, within the arterial roadway of Ontario Street, between Orleans Street and Michigan Avenue identified on (Sub)Exhibit A which is attached hereto and hereby incorporated herein and made a part hereof (the "Streetlights"); and

Whereas, The City owns and maintains almost all of the Streetlights within the corporate limits of the City; and

Whereas, Pursuant to the Code, I.D.O.T. is authorized to enter into agreements with local units of government to provide for the transfer of jurisdiction of State Highways or portions thereof; and

Whereas, I.D.O.T. desires to transfer jurisdiction of the Streetlights to the City in order to enhance the efficient maintenance thereof and to promote the safe movement of vehicular and pedestrian traffic on Ontario Street; and

Whereas, The City is willing to accept jurisdiction of the Streetlights pursuant to the Code if I.D.O.T. makes certain alterations to the Streetlights to conform them to the City's streetlight specifications; and

Whereas, I.D.O.T. is willing to make such alterations in order to facilitate the transfer of jurisdiction and the ease of maintenance of the Streetlights;

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

Section 1. Recitals.

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

Section 2. Obligations Of The State.

2.01

I.D.O.T. shall, at I.D.O.T.'s sole expense, replace three (3) light controllers and cabinets at locations mutually agreed to by D.S.S. and I.D.O.T. and the luminaires currently installed on the Streetlights, all in accordance with the plans and specifications and special provisions identified on (Sub)Exhibit B attached hereto and hereby incorporated herein and made a part hereof and shall perform all incidental work necessary to complete such installation including, but not limited to

engineering, services, inspection services, supervision and coordination services.

2.02

No changes shall be made on (Sub)Exhibit B by either party hereto without the consent in writing by both parties hereto.

2.03

During this installation, I.D.O.T. shall at all times protect and safeguard the safety and operation of the Streetlights and I.D.O.T. shall require its employees, agents, contractors or subcontractors to perform the work accordingly.

Section 3. Inspection.

The City shall have the right at all times during the performance of I.D.O.T.'s obligations under Section 2 hereof to inspect the work to ensure that it is being performed in accordance with the plans and specifications and special provisions incorporated herein in Section 2 hereof. The City and State shall participate in the final inspection of the Streetlights. The approval of the City's authorized representative of the work performed by I.D.O.T. on the Streetlights shall not be considered as a release from responsibility, or liability for any damage which the City may suffer, or for which it may be held liable by the acts of I.D.O.T., its employees, agents, officers, contractors or subcontractors.

Section 4. Transfer Of Jurisdiction.

Jurisdiction of the Streetlights shall transfer and be deemed transferred to the City upon receipt of written notice from D.S.S. to I.D.O.T. that I.D.O.T. has complied with all of its obligations under Section 2 hereof.

Section 5. Hold Harmless.

The City will hold and save the State harmless against any loss, damage, cause of action, fine or judgment, including all costs connected therewith such as attorney and witness fees, filing fees and any other expenses thereto, that may be incurred by reason of personal injury, death, property damage or any and all other claims or suits of whatever nature that arise or result from or as a consequence of the City's operation and maintenance of the Streetlights.

Section 6. Special Conditions.

No member, officer, or employee of the City or of the State during his tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

Section 7. No Personal Liability.

No officer, director, employee, representative, or agency of either the City or the State hereto shall have any personal obligation or liability arising hereunder or relating hereto, including, but not limited to any liability for breach of the terms of this Agreement.

Section 8. Required Approvals.

This Agreement shall become effective only after its approval by the City and the State, as evidenced by their signatures to this Agreement.

Section 9. Binding Effect.

This Agreement shall be binding on the parties hereto, their successors or assigns.

Section 10. Governing Law.

This Agreement is subject to all applicable Federal, State and City laws, rules, regulations, orders, ordinances, code provisions and approvals pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedures in general.

Section 11. Amendments.

No term of this Agreement may be altered, amended, changed, terminated, waived or modified without the express written consent of the City and the State, and all necessary or required approvals as required by the City and the State.

Section 12. Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent shall not be unreasonably withheld.

Section 13. Severability.

If any term or provision of this Agreement is declared to be invalid by a final order or adjudication issued by a court of competent jurisdiction or by an administrative agency having jurisdiction over the terms of this Agreement and/or the rights and obligations of the parties hereto such term or provision of this Agreement shall be severable from the other terms or provisions of this Agreement.

Section 14. Construction.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or constituting the City or the State as representatives of each other for any other purpose.

Section 15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[This Space Intentionally Left Blank]

In Witness Whereof, The parties have caused this Agreement to be executed by their proper officers thereunto duly authorized as of the date first written above.

State of Illinois
Department of Transportation

By: _____
Director of Highways

City of Chicago, a municipal corporation

By: _____
_____ Commissioner,
Department of Streets and Sanitation

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement omitted for printing purposes but on file and available for public inspection in the office of the City Clerk.]

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement printed on pages 54399 through 54413 of this Journal.]

AUTHORIZATION OF AMENDMENT NUMBER 3 TO TELE-COMMUNICATIONS SYSTEMS USE AGREEMENT WITH TELEPORT COMMUNICATIONS CHICAGO, INC. TO ALLOW ASSIGNMENT OF TELEPORT'S INTEREST IN AGREEMENT TO T.C.G. CHICAGO.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 54414)

(Sub)Exhibit "B".
(Page 1 of 15)

Specification 1409
Bureau of Electricity
Department of Streets
and Sanitation
City of Chicago

Luminare: Streetlight, For 400 Watt
High Pressure Sodium Vapor Lamp.

Scope:

1. The contractor shall furnish luminaries to be used as replacements for present luminaries in the City of Chicago Streetlighting System. They must be compatible with mounting assembly on present poles so that replacement will be a simple and efficient operation.

Subject:

2. The present luminaries are mounted on a 2 inch steel pipe stub, 4½ long, with a sleeve-type clamp within the luminare housing. Replacement of the present luminare housing. Replacement of the present luminaries shall be effected by removal of the cable leads, loosening of the clamp set-screws, removal of the luminare, installation of the new luminare, leveling, tightening of the set-screws, and attachment of the cable leads. No other special fabrication or adjustments shall be necessary to mount the new luminare on the pole.

(Sub)Exhibit "B".
(Page 2 of 15)

Luminare:

3. The luminare shall be capable of igniting and maintaining an electric arc in a 400 watt high pressure sodium lamp. It shall have an I.E.S. Type III, medium, cutoff distribution. The structural, optical and mechanical systems shall be fabricated in accordance with, and include, but not be limited to, all appurtenances required in the Crouse Hinds Co. Luminare Catalogue Number 0503667B-F1281A. The ballast assembly requirements shall include, but not be limited to:

(a) General. The integral ballast shall be a voltage tapped, high power factor, linear type, low loss reactor. It shall be designed to furnish proper electrical characteristics for starting and operating a 400 watt high pressure sodium lamp at temperatures as low as minus 40 degrees Fahrenheit. The ballast winding shall be adequately impregnated and treated for protection against the entrance of moisture, insulated with Class G insulation, and able to withstand the NEMA standard dielectric test. The ballast shall include an electronic starter.

(b) Lamp Operation. The ballast shall provide positive lamp ignition at an input voltage of 191 volts. It shall operate the lamp over a range of input voltage from 191 to 220 volts without damage to the ballast for the 208 volt tap connection and 220 to 254 volts for the 240 volt tap connection and 220 volts to provide lamp operation within lamp specifications for rated lamp life at input voltage between 198 volts and 218 volts for the 208 volt tap connection and between 228 volts and 252 volts for the 240 volt tap connection.

(c) Rating. The ballast shall have properly coded wire leads for taps at rated input voltage of either 208 or 240 volts at 60 cycles, which shall drive a nominal 100 volt lamp at 400 watts. The design range of input voltage for this ballast shall be from +6% to −8% of the nominal voltage.

(Sub)Exhibit "B".
(Page 3 of 15)

(d) Lamp Current. The ballast shall supply approximately 4.7 amperes to a 400 watt, 100 volt, high pressure sodium lamp during operation, and not more than 7.0 amperes at starting.

(e) Power Factor. The power factor of the ballast over the design range of input voltages specified above shall not be less than 90%.

(f) Line Current. With nominal input voltage applied, the input current under starting, short circuit or open circuit condition, shall not exceed 4.7 amperes R.M.S..

(g) Lamp Wattage. The ballast shall deliver 400 watts to a nominal 100 volt lamp when operating at the nominal input voltage. Wattage input to the nominal lamp shall not vary more than a total of 37% over the input voltage design range of 191 volts to 254 volts with the supply connected to the proper ballast tap.

(h) Ballast Loss. Wattage loss of the ballast shall not exceed 43 watts when delivering 400 watts to a nominal lamp at the nominal input voltage of 208 or 240 volts.

(i) Electronic Starter. The starter component shall be comprised of solid state devices capable of withstanding ambient temperatures of 100°C. The starter shall provide timed pulsing with sufficient follow through current to completely ionize and start all lamps. Minimum amplitude of the pulse shall be 2,500 volts, with a width of one (1) microsecond at 2,250 volts, and shall be applied within 20 electrical degrees of the peak of the open circuit voltage wave with a repetition rate of once each half cycle of the 60 cycle wave. The lamp peak pulse current shall be a minimum of 0.5 amps. Proper ignition shall be provided over a range of input voltage from 191 to 254 volts. The starter component shall be field replaceable and completely interchangeable with no adjustment necessary for proper operation. The starter component shall have push-on type electrical terminations which shall provide good electrical and mechanical integrity with ease of replacement. The starter circuit board shall be treated in an approved manner to provide a water and contaminant resistant coating.

(Sub)Exhibit "B".
(Page 4 of 15)

(j) Crest Factor. Maximum crest factor shall be no greater than 1.65 over the input voltage range of 191 to 254 volts for a nominal vertical burning lamp.

(k) Mounting. The ballast components shall be mounted and fastened on the luminaire ballast door panel in a manner such that the components will remain secure and capable of withstanding the vibrations and shocks likely to occur when installed and in service. These components shall be readily removable for replacement.

(l) Wiring. The lamp holder and ballast components shall be completely wired, with connections made to a terminal board that must be suitable for both copper or aluminum supply conductors to provide the 208/240 volt tap connections. The reactor and capacitor leads shall not be smaller than No. 16 gauge conductors. These shall be insulated with an approved 125 °C insulation. All leads shall be coded in an approved manner for proper identification. A complete wiring diagram shall be displayed at an easy to read location on the interior of the luminaire.

(m) Capacitor. The capacitor shall be non-PCB, a-c power type. The capacitor can shall be coated with a moisture resisting paint, or shall be fabricated of non-corrosive material.

(n) Ballast. The ballast shall be a tapped linear reactor device incorporating a molded polyester-glass bobbin structure having a precision wound, insulated, magnetic wire coil with bobbin mounted, push-on type, electrical terminations. These terminations shall provide good electrical and mechanical integrity as well as easy ballast replacement. The ballast shall be treated in an approved manner to provide electrical and mechanical protection.

(o) Wiring Connection. The ballast panel wiring shall be "plug" connected to lamp and line leads for easy disconnect in removing the ballast.

(Sub)Exhibit "B".
(Page 5 of 15)

Finish:

4. (a) All the outer surfaces of the luminaire, except for the trim, latches and hinges, shall be properly cleaned and chemically treated with a chromate conversion process. It shall then be finished with a baked-on, bronze colored, paint identical to that furnished with luminaires to be replaced, and subject to approval of the Commissioner of the Department of Streets and Sanitation, or his duly authorized representative.

Specification 1355
Bureau of Electricity
Department of Streets
and Sanitation
September 15, 1972

Cabinet: Control, Streetlighting.

Subject:

This specification states the requirements for a cast aluminum cabinet with adapter for pedestal mounting and intended for use as an enclosure for streetlighting control equipment.

General:

1. (a) Specifications. The control cabinets shall conform in detail to the requirements herein stated, to the Federal Standard cited by number, and to the Specifications and Methods of Test of the American Society for Testing and Materials, cited by A.S.T.M. Designation Number, in which the most recently published revision shall govern.

(Sub)Exhibit "B".
(Page 6 of 15)

(b) Acceptance. Control cabinets not conforming to this specification will not be accepted.

(c) Drawing. The drawing mentioned herein is a drawing of the Department of Streets and Sanitation, Bureau of Electricity, and shall be interpreted as part of these specifications cooperating to state necessary requirements.

(d) Sample. One complete control cabinet of the manufacture intended to be furnished shall be submitted upon request of the Purchasing Agent within forty-eight (48) hours after the bid opening date. If the bidder supplying the sample is awarded a contract, the sample delivered shall be credited as part of the order. The sample shall be delivered to the Bureau of Electricity Storeroom, 2322 South Ashland Avenue, Chicago, Illinois.

(e) Workmanship. All control cabinets shall be free of casting flaws, and shall have neat, smooth exterior surfaces. All holes shall be accurately located and drilled.

Design:

2. (a) Drawing. The control cabinet shall conform in detail to requirements shown on Drawing 11883.

(b) Material. The cabinet body, the door assembly and the adapter shall be castings of non-heat-treated aluminum-silicon alloy conforming to alloy S5A ASTM B26.

(c) Dimensions. The overall outside dimensions of the control cabinet shall be 18 inches in width by 30 inches in height by 13 inches in depth. Wall thickness throughout shall be not less than 1/4 inch.

(Sub)Exhibit "B".
(Page 7 of 15)

Detail Requirements:

3. (a) Manufacture. The manufacturer is given wide latitude in choice of casting processes so that he may produce control cabinets meeting functional requirements of this specification and providing appearance, machinability and tensile requirements of ASTM B26 where applicable.

(b) Bosses. Six (6) bosses shall be provided on the inside back of the cabinet. They shall be located and blind-drilled and tapped as shown on Drawing 11883.

(c) Water-shed. A suitable projection, extending at least 1/4 inch from the font face of the cabinet shall completely cover the top of the door opening.

(d) Gasket. A sponge neoprene gasket shall be cemented in place completely around the door jamb.

(e) Door Assembly. A suitably reinforced door shall open from the left front and shall permit complete access to the interior of the cabinet, being hinged to the cabinet with stainless steel hinge pins. The door shall be provided with a Corbin Company lock No. 357 SG and one (1) No. 1 key. When closed, the door shall maintain a positive pressure against the gasket, making the cabinet waterproof, weather-resisting and dust-tight.

(f) Lettering. Five lines of lettering as shown on Drawing 11883, in one (1) inch characters, raised 1/8 inch from the surface, shall be cast integrally with the door.

(g) Adapter. A cast aluminum adapter shall be bolted to the bottom of the control cabinet with four (4) cadmium plated, steel-machine bolts and nuts, to provide for mounting atop a 5-inch pipe pedestal. Four (4) stainless steel set screws shall be furnished for securing the control cabinets in position on the pedestal.

(Sub)Exhibit "B".
(Page 8 of 15)

Painting:

4. (a) Finish. The finish shall consist of one coat of primer followed by two coats of green enamel baked after application.

(b) Color. The color shall acceptably match color No. 14110 of Federal Standard No. 595.

Inspection:

5. An inspector representing the City shall have free access at all times while work on these control cabinets is being performed, to all portions of the manufacturer's works which shall be concerned in their manufacture. The manufacturer shall afford the inspector, without charge, all reasonable facilities to satisfy him that the cabinets are being furnished in accordance with this specification. The final inspection shall be made at point of delivery. Any control cabinets rejected or defective shall be removed and disposed of by the Contractor at his sole expense.

This Specification Shall Not Be Altered.

(Sub)Exhibit "B".
(Page 9 of 15)

Specification 1354
Bureau of Electricity
Deparment of Streets
and Sanitation
July 18, 1984.

Switch: Time, With Astronomical Dial.

Subject:

1. This specification covers the requirements of electric time switches with astronomical dial for automatic control of street light circuits operating on a daily schedule having a fixed relation to sunrise and sunset.

General:

2. Instructions: Complete installation instructions, details on wiring connections and information on time setting, manual operation and necessary adjustments shall be furnished with each time switch, as required.

Design:

3. These time switches shall consist of the following essential elements: (1) a hysteresis type synchronous timing motor; (2) an astronomic dial; (3) a 10-hour carryover mechanism and (4) a switching or contactor mechanism.

Type:

4. Socket-Mounting Type. This is a plug-in, socket-mounting type having a glass cover with locking ring and sealable openings which permit manual dial operation.

(Sub)Exhibit "B".
(Page 10 of 15)

Detail Requirements:

5. (a) Timing Motors. The timing motor shall be a hysteresis type synchronous motor capable of reliable, continuous operation between -40°F and +180°F. Motor voltage shall be either 120 or 240 volts for 60 cycle operations, as specified, and its power consumption shall be not more than 6 watts. This motor shall be lubricated with a silicone lubricant for optimum performance.

(b) Astronomic Dial. Each time switch shall be equipped with an astronomic dial calibrated for 42½ degrees north latitude. The astronomic dial shall provide automatic turn-on and turn-off of lighting circuits according to sunrise and sunset, compensating automatically for the daily changes in sun-time.

(c) 10-Hour Carryover Mechanism. This device shall consist of a mechanical drive operating in conjunction with the timing motor such that upon an interruption of power to the motor a reserve spring shall automatically take over and continue to drive the dial. The spring shall be capable of driving the dial for a ten hour period with accurate timing. Upon restoration of power, the timing meter shall automatically resume the driving operation and shall rewind the reserve spring as a stand-by drive in the event of another interruption of the power supply.

(d) Switching Mechanism. The switching mechanism shall contain the number of load contacts and provide the switching arrangement designated in the bid proposal. Contacts shall be of silver with a steady-state current rating of 35 amperes. Load contacts shall be either single or double pole to provide either single or double throw switching, as required.

(Sub)Exhibit "B".
(Page 11 of 15)

Socket Fitting:

6. Time switches of the socket-mounting type shall be furnished, upon request with a die cast, four jack, meter socket fitting and a retaining ring for locking the time switch in the socket. These parts shall be of corrosion-resistant materials.

Guarantee:

7. Time switching furnished under this specification shall be guaranteed against defects in material or workmanship for a period of twelve (12) months after installation. Replacement or repair shall be made without cost to the City.

Specification 1428
Department of Streets
and Sanitation
Bureau of Electricity
City of Chicago
September 11, 1989

Thermal Magnetic Circuit Breaker.

Subject:

1. This specification covers the requirements for thermal-magnetic circuit breakers capable of providing complete over-current protection for streetlighting branch-load and service circuits.

(Sub)Exhibit "B".
(Page 12 of 15)

General Requirements:

2. (a) Sample. One complete circuit breaker of each type and size, and of the manufacture intended to be furnished shall be submitted upon request of the Commissioner within forty-eight (48) hours after the bid opening date. If the contractor supplying the sample(s) delivered is awarded the contract, the sample(s) shall be credited as part of the order. The sample(s) shall be delivered to the General Superintendent of Construction, Bureau of Electricity, 2451 South Ashland Avenue, Chicago, Illinois 60608.

(b) U.L. Approval. Circuit breakers furnished under this specification shall be listed and approved by Underwriter's Laboratories, Inc..

(c) Applicable Specifications. Where reference is made to applicable requirements of Underwriter's Laboratories, Inc., Bulletin No. 489, entitled "Standard for Branch Circuit and Service Circuit Breakers", hereinafter cited as the U.L. Standards, the most recently published revision shall govern.

(d) Assembly. Each circuit breaker shall have the thermal-magnetic trip installed, calibrated and sealed within its insulated housing.

(e) Instructions. Complete installation instructions, details on wiring, and information on operation shall be furnished with each circuit breaker, except as otherwise indicated.

(f) Packing. Each circuit breaker shall be packed in a suitable manner so that it will not be damaged in shipping or handling.

Types And Sizes:

3. Circuit breakers furnished under this specification shall consist of the following types and sizes:

(Sub)Exhibit "B".
(Page 13 of 15)

(a) E.H.D. Frame Circuit Breakers. For use on A.C. Systems with a 100 ampere frame; minimum interrupting rating of 18,000 R.M.S. symmetrical amperes at 240 volts A.C..

(1) Single pole, 240 or 480 volts A.C., ampere rating from 15 to 100.

(2) Double pole, 240 or 480 volts A.C., ampere rating from 15 to 100.

(b) F.D.B. Frame Circuit Breakers. For use on A.C. Systems with a 150 ampere frame; minimum interrupting capacity of 18,000 R.M.S. symmetrical amperes at 240 volts A.C..

(1) Double pole, 240, 480 or 600 volts A.C., ampere rating from 15 to 150.

(2) Triple pole, 240, 480 or 600 volts A.C., ampere rating from 15 to 150.

(c) J.D.B. Frame Circuit Breakers. For use on A.C. Systems with a 250 ampere frame; minimum interrupting current of 65,000 R.M.S. symmetrical amperes at 240 volts A.C..

(1) Double pole, 240, 480 or 600 volts A.C., ampere ratings from 70 to 250.

(2) Triple pole, 240, 480 or 600 volts A.C., ampere ratings from 70 to 250.

Design And Construction:

4. Circuit breakers furnished under this specifications shall include the following design and construction features: (1) molded insulating housing, (2) thermal-magnetic trip mechanism, (3) silver alloy contacts, (4) corrosion-resistant internal parts, (5) trip-free, indicating handle, and (6) pressure-type terminals.

(Sub)Exhibit "B".
(Page 14 of 15)

Detail Requirements:

5. (a) Thermal-Magnetic Trip Mechanism. The breaker shall be activated on current overload by means of a thermal-magnetic trip mechanism. This mechanism shall be non-adjustable, non-interchangeable, and factory calibrated and sealed. Instantaneous tripping as controlled by the magnetic trip setting, and time delay tripping accomplished by thermal action shall be in accordance with the manufacturer's published characteristic curves for these breakers or with calibration requirements of the U. L. Standards, as applicable.

(b) Contact Mechanism. The contacts shall be spring loaded and provide a quick-make, quick-break non-teasing action. The contact mechanism shall be such that the breaker will trip open even if the handle is held or locked in the On position.

(c) Calibration. Rating and performance of these breakers shall be based on calibration at an ambient temperature of 40°C. (104°F.).

(d) Rated Current. Each breaker shall be capable of carrying 100% rated current continuously in its calibrated ambient temperature without tripping and without exceeding the temperature limits specified in the U. L. Standards.

(e) Contacts. The contacts shall be made of a non-welding silver alloy or equivalent, subject to approval.

(f) Internal Parts. All internal parts of these circuit breakers shall be corrosion-resistant material.

(g) Terminals. Solderless, pressure type terminals of copper construction shall be provided for both line and load connections.

(h) Handle Indication. The handle shall indicate clearly whether the circuit breaker is on the On, Off, or Tripped position.

(Sub)Exhibit "B".
(Page 15 of 15)

(i) Mounting. Breakers furnished under this specification shall have drilled and counterbored holes for front mounting which shall conform to spacings shown on Department of Streets and Sanitation drawings numbered 677, 678 and 865.

(j) Test Requirements. These breakers shall be capable of meeting the following sequence of test requirements as specified in the U. L. Standards.

(1) Endurance test.

(2) Calibration test at 200% and 125% of rated current.

(3) Short circuit tests.

(4) Calibration test at 500% rated current.

(5) Dielectric strength test.

Guarantee:

6. Circuit breakers furnished under this specification shall be guaranteed against defects in materials or workmanship for a period of one year after installation. During this period, should a failure occur, repair or replacement shall be made without cost to the City.

This Specification Shall Not Be Altered.

[Drawings referred to in this (Sub)Exhibit "B" to the International Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Continued from page 54398)

CHICAGO, July 26, 1994.

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 Amendment No. 3 to the Telecommunications System Use Agreement between the City of Chicago and Teleport Communications of Chicago, Inc.. Said ordinance allows Teleport Communications, Inc. to assign its interests in the agreement to T.C.G. Chicago, a New York general partnership. This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Teleport Communications Chicago, Inc. ("Grantee") is a Delaware corporation, which is engaged in the business of common or

contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Grantee was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public way of the City of Chicago (the "City") and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on February 7, 1990, as amended by ordinances adopted by the City Council on September 16, 1992 and August 4, 1993 (collectively, the "Prior Ordinances") and a Telecommunications Use Agreement dated as of April 1, 1990 between Grantee and the City (the "Agreement") as amended by Amendment No. 1 dated as of December 1, 1992 and Amendment No. 2 dated as of July 1, 1993 (collectively the "Agreement"); and

WHEREAS, Grantee is currently a wholly-owned subsidiary of Teleport Communications Group, Inc. ("T.C.G."), which in turn is 30% owned by TCI Teleport, Inc. and 30% by Cox Teleport, Inc. (a wholly-owned subsidiary of Tele Communications, Inc.) and 20% by Comcast Teleport, Inc. (a wholly-owned subsidiary of Comcast Corporation) and 20% by Continental Teleport, Inc. (a wholly-owned subsidiary of Continental Cablevision, Inc.); and

WHEREAS, Section 4.1.2 of the Agreement requires prior City Council approval for any sale, transfer or assignment of the rights granted pursuant to the Agreement; and

WHEREAS, Grantee wishes to assign its rights under the Agreement to T.C.G. Chicago, a New York general partnership, with Teleport Communications Chicago, Inc. having a 35% partnership interest and TCI Teleport of Chicago, Inc. having a 34% partnership interest and Telefiber Networks of Illinois, Inc. having a 31% partnership interest which will in the future conduct the telecommunications business of Grantee (the "Proposed Assignment"); and

WHEREAS, Grantee and the City are willing to enter into an amendment to the Agreement (the "Amendment") in substantially the form attached hereto as Exhibit A, upon approval of the form of the Amendment by ordinance of this City Council; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Director of the Department of Revenue is authorized to execute, on behalf of the City, an amendment to the Agreement between the City and the Grantee, such substantially in the form attached hereto as Exhibit A (the "Amendment"), subject to such changes as may be approved by the Director of the Department of Revenue. Only upon execution of the Amendment by the authorized officials of the City and the Grantee shall

Grantee be authorized to assign its rights under the Agreement to T.C.G. Chicago.

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

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment No. 3 To The Telecommunications System Use Agreement Between The City Of Chicago, Illinois And Teleport Communications Chicago, Inc.

This Amendment No. 3 dated as of _____, 1994 (the "Amendment No. 3 Effective Date"), to the Telecommunications System Use Agreement dated as of April 1, 1990, as amended, by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Teleport Communications Chicago, Inc., a Delaware corporation (the "Grantee").

Witnesseth:

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

Whereas, Grantee was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public ways of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on February 7, 1990, as amended by ordinances adopted by the City Council on July 1, 1992 and December 30, 1992 (collectively the "Prior Ordinances"), and a Telecommunications System Use Agreement dated as of April 1, 1990, as amended by Amendment No. 1 dated as of December 1, 1992 and Amendment No. 2 dated as of July 1, 1993, between Grantee and the City (collectively the "Agreement"); and

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

Whereas, Grantee has formed a partnership with Telefiber Networks of Illinois, Inc. and TCI Teleport of Chicago, Inc. called T.C.G. Chicago, a New York general partnership,which will in the future conduct the telecommunications business of Grantee; and

Whereas, Grantee wishes to assign the Agreement to T.C.G. Chicago; and

Whereas, Section 4.1.2 of the Agreement states that Grantee shall not transfer or assign the rights granted pursuant to the Agreement or its ownership or operation of its Telecommunications System, or any portion thereof without the prior consent of the City Council; and

Whereas, The City and Grantee have reached Agreement as to the terms and conditions of such assignment to T.C.G. Chicago through an Amendment to the Agreement;

Now, Therefore, It is hereby agreed by the parties hereto as follows:

Section 1.

The Agreement is hereby amended to replace Teleport Communications Chicago, Inc., with T.C.G. Chicago, as Grantee in all Sections throughout the Agreement including Exhibits and Amendments, and all further reference to Grantee in this Amendment No. 3 shall refer to T.C.G. Chicago.

Section 2. Grantee agrees to comply with all the provisions of the Agreement and Amendments thereto, including the provisions of Section 4.1.2.

Section 3. Commencing on the Amendment No. 3 Effective Date, throughout the Agreement, including Exhibits and Attachments, the term "Agreement" shall mean the Agreement as amended by this Amendment No. 3. All terms and conditions of the Agreement not modified by this Amendment No. 3 shall remain in full force and effect.

Section 4. Anti-Corruption Covenant And Representation.

Grantee represents that neither it nor, to the best of its knowledge, its subcontractors, are in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago. In connection herewith, Grantee has executed the applicable Certifications required under Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, §11-42-1 (1989) (1990 Supp.), as

amended, which are attached hereto as Attachment 1 and incorporated by reference as if fully set forth herein.

Section 5. Business Documents And Disclosure Of Ownership Interests.

Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto as Attachment 2 and incorporated by reference as if fully set forth herein.

Section 6. Residency.

Except as otherwise prohibited by law, Grantee and its Contractors which have been awarded contracts of $100,000 or over that perform construction and installation work related to Grantee's Telecommunications System shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty (50) percent of the total worker hours shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City of Chicago in both unskilled and skilled labor positions. Grantee or any one of its Contractors may request a reduction or waiver of the foregoing minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City. This provision shall not apply to work performed by vendors or manufacturers of components of Grantee's System.

(i) Definitions. For this Section 15.11, "actual residents" of the City of Chicago shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(ii) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project.

(iii) Access to Records. Full access to Grantee's and its Contractors' employment records shall be granted to the City or its duly authorized representatives. Grantee and its Contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this Agreement. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarity arises.

In Witness Whereof, The City has caused this Amendment No. 3 to be duly executed in its name and on its behalf as of the date first written by its Director of Revenue and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee and Assignor has signed and sealed the same on or as of the day and year first written.

[Seal]

City of Chicago, a municipal corporation

By: _____

Title: Director of Revenue

Reviewed As To Form And Legality:

_____
Assistant Corporation Counsel

Attest:

T.C.G. Chicago

By: _____

Title: _____

By: _____

Title: _____

Attest:

Teleport Communication Chicago, Inc.

By: _____

Title: _____

By: _____

Title: _____

Attachments 1 and 2 referred to in this Telecommunications Use Agreement read as follows:

Attachment 1.
(To Telecommunications Use Agreement)

Specification No: _____

Certification.

The undersigned John W. Thomson (Name), as Vice President/Secretary (Title)

and on behalf of T.C.G. Chicago ("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[1] 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[1], 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[1] during a period of three years prior to the date of award of the subcontract:

1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of 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 [3] 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 [3] 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 [4] 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 [4].

D. The Contractor understands and will abide by all provisions of Chapter 19 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] 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[3], bid-rotating[4], 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[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] 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[3], bid-rotating[4] 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 Section 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)

(x) 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: (Initials Illegible)

( ) B. Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

Initials: _____

( ) C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above [5].

Initials: _____

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* Before signing, mark and initial the appropriate box in Section 3.

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.

T.C.G. Chicago
Name of Contractor

(Signed) John W. Thomson
Signature of Authorized Officer

Vice President and Secretary
Title (Print or Type)

State of New York

County of Richmond

Signed and sworn to before me this 24th day
of May, 19 94 by John W. Thomson (Name)
as Vice President and Secretary (Title)
of T.C.G. Chicago (Contractor).

By: (Signed) Kathleen M. Galvin
Notary Public Signature

[Official Seal]
Kathleen M. Galvin
Notary Public, State of New York
No. 24-4956175
Qualified in Kings County
Commission expires September 11, 1995

Notes 1 -- 5.

1. In accordance with Chapter 26, Section 26-26 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 26, Section 26 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1989, Ch. 38, §33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Ch. 38, §33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

Attachment 2.
(To Telecommunications Use Agreement)

Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all grantees/proposers shall provide the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from grantee or proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public.

Grantee/Proposer Name: T.C.G. Chicago

Grantee/Proposer Address: 233 North Wacker Drive, Chicago, Illinois 60606

Grantee/Proposer is a: (Check One)

[ ] Corporation [ ] Sole Proprietor

[x] Partnership [ ] Not-for-Profit Corporation

[ ] Joint Venture* [ ] Other

---

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

Section I.

For-Profit Corporations. N/A

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

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

Names of all directors of corporation (or attach list):

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 grantee/proposer enclosing, with his 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 grantee/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
Teleport Communcations Chicago, Inc.	35 %
TCI Teleport of Chicago, Inc.	34 %
Telefiber Networks of Illinois, Inc.	31 %
	%

Prior to the assignment:

The grantee was Teleport Communications Chicago, Inc.. See attachment for ownership structure prior to the proposed assignment to T.C.G. Chicago.

Section III.

Sole Proprietorships. N/A

a. The grantee/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 party 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. N/A

If the grantee/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations. N/A

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation or attach list:

Names of all directors of corporation or attach list:

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

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 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.

State of New York)
) SS:
County of Richmond)

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

By: (Signed): John W. Thomson
(Signature of Person Making Statement)

John W. Thomson
Name of Person Making Statement (Print or Type)

Vice President and Secretary
(Title)

Subscribed to before me, this 24th day of May A.D., 19 94.

By: (Signed) Kathleen M. Galvin
Notary Public Signature

[Official Seal]
Kathleen M. Galvin
Notary Public, State of New York
No. 24-4956175
Qualified in Kings County
My commission expires September 11, 1995.

Attachment to this Disclosure of Ownership Interest reads as follows:

Attachment.

Teleport Communications Chicago, Inc. is a corporation, 100% of the stock of which is owned by Teleport Communications Group, Inc.. The officers and directors of Teleport Communications Group, Inc. are set forth below:

Officers.

Robert Annunziara	President and Chief Executive Officer
John A. Scarpari	Senior Vice President and Chief Financial Officer
John W. Thomson	Vice President and Secretary
Robert C. Atkinson	Senior Vice President

Howard W. Bruhnke	Senior Vice President
Thomas P. Byrnes	Vice President
Alf T. Hansen	Senior Vice President
Robert F. Mercier	Vice President
Joel D. Gross	Senior Vice President
Stuart A. Mencher	Senior Vice President
Curt Hockemeier	Senior Vice President
John J. Reiser, Jr.	Vice President
Wayne G. Fox	Vice President
Karl R. Kliewer	Vice President

Directors.

Robert Annunziara

John R. Dillon

David M. Woodrow

Bruce Ravenel

Brendan R. Clouston

William L. Killan

Larry E. Romrell

Marc A. Coblitz

Lawrence S. Smith

William T. Schleyer

Nancy Hawthorne

The stock of Teleport Communications Group, Inc., currently issued and outstanding, consists of 499 shares owned by TCI Teleport, Inc. (a wholly-

owned subsidiary of Tele Communications, Inc.) and 501 shares owned by Cox Teleport, Inc. (a wholly-owned subsidiary of Cox Communications, Inc.), 333,305 shares owned by Comcast Teleport, Inc. (a wholly-owned subsidiary of Comcast Corporation), and 333,335 shares owned by Continental Teleport, Inc. (a wholly-owned subsidiary of Continental Cablevision, Inc.).

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 and substitute ordinance transmitted herewith (referred on July 13, 1994) 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 and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

A. Finkl & Sons Co.

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

SECTION 1. Permission and authority are hereby given and granted to A. Finkl & Sons Co., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use an entry arch adjacent to the premises known as 2058 North Southport Avenue. Said arch is to be used for telecommunications conduits. Said arch shall be constructed as per plans approved by the Department of Transportation. Said arch will be constructed with one leg support on each side of North Southport Avenue with the west leg being located on an island in the public way. Said arch will span North Southport Avenue for a total of sixty-four (64) feet, and will be constructed with support pillars measuring seventeen (17) feet, four (4) inches in height supporting the archway which is to be twenty-six (26) feet, six (6) inches at its highest point. The concrete thresholds at each base shall measure seven (7) feet in length and approximately four (4) feet in width. The archway shall be seven (7) feet wide at its base, and tapering to a width of two (2) feet at its mid-point over North Southport Avenue. Authority herein given and granted shall be for a period of five (5) years from and after date of passage.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Six and no/100 Dollars ($1,206.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the

City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

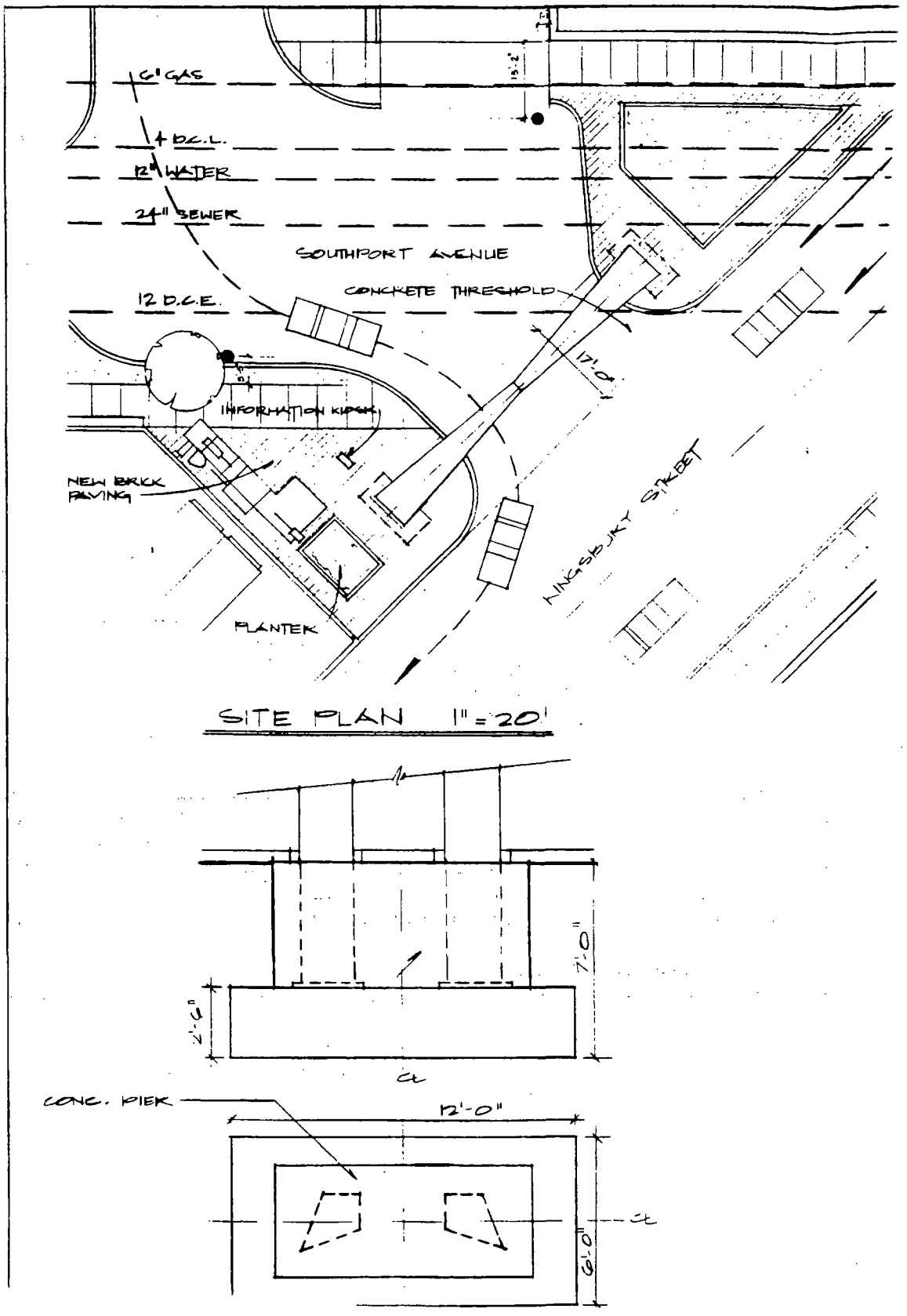
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54439 of this Journal.]

Ordinance associated with this drawing printed on pages 54436 through 54438 of this Journal.



Butternut Square Associates, Ltd. Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Butternut Square Associates, Ltd. Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a trash compactor adjacent to the premises known as 1424 -- 1432 West Shakespeare Avenue. Said trash compactor shall be located in the parkway/public right-of-way, north of the north curb line along West Shakespeare Avenue. Said trash compactor shall be eighty-two (82) feet in length and thirteen (13) feet in width for a total of one thousand sixty-six (1,066) square feet. Said trash compactor shall be protected by a fence surrounding a concrete pad on which the trash compactor will sit, and must maintain six (6) feet of clear space at all times for pedestrian traffic as per Department of Transportation guidelines. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred Seventy and no/100 Dollars ($870.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or

employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54443 of this Journal.]

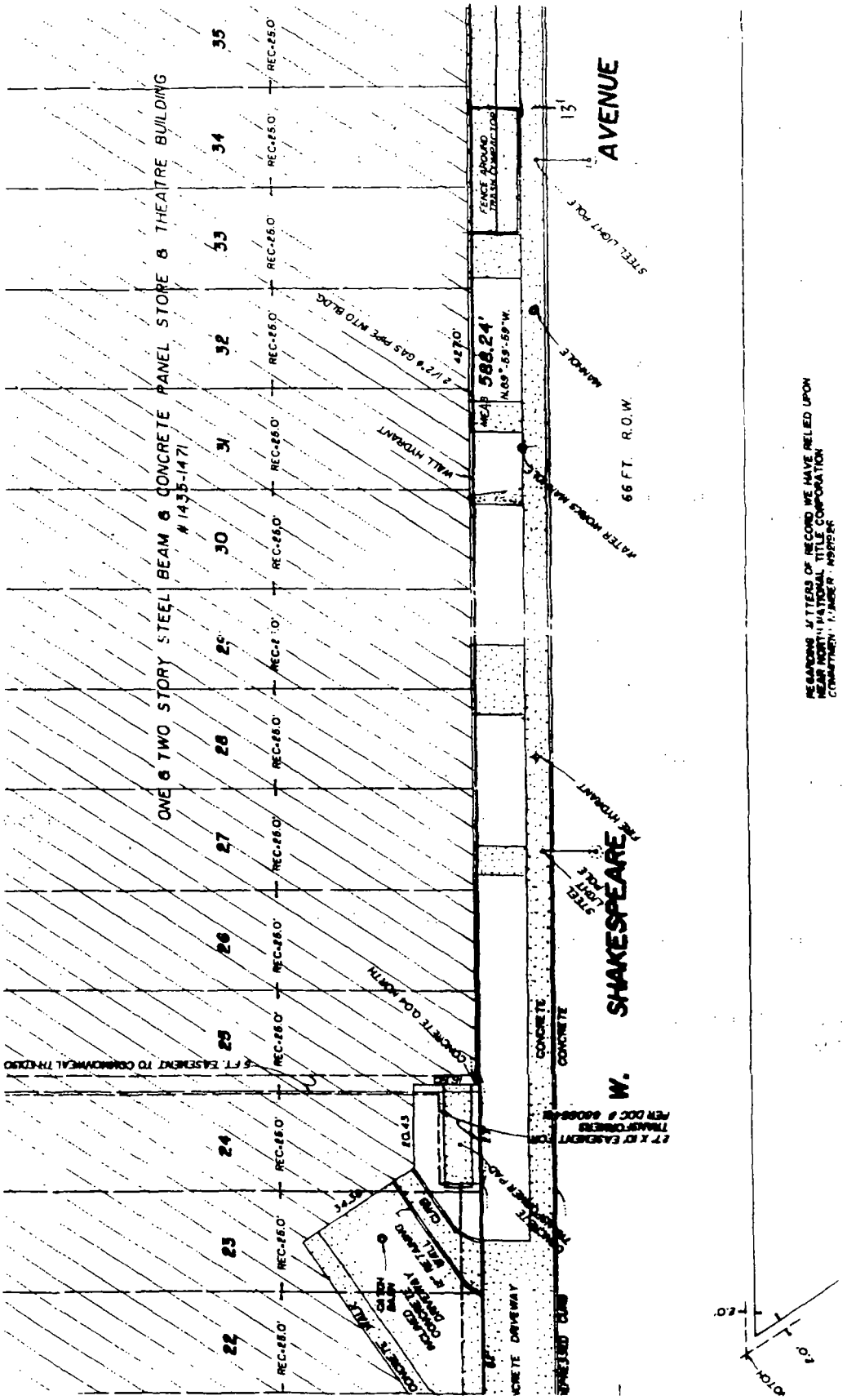
Chicago Mercantile Exchange.

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

SECTION 1. Permission and Authority are hereby given and granted to Chicago Mercantile Exchange, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a portion of the public right-of-way to be enclosed by a concrete barrier and cyclone fencing adjacent to premises known as 30 South Lower Wacker Drive, occupation of space shall be designed to increase building security:

(Continued on page 54444)

Ordinance associated with this drawing printed on pages 54440 through 54442 of this Journal.



(Continued from page 54442)

(A) The closure shall be limited physically to the special impact area around the loading dock leaving room for traffic from the express lanes to pull into a safe zone for emergency purposes;

(B) The hours of closure to be limited to 7:00 A.M. to 4:30 P.M.; and

(C) The gates that are to be constructed are to be "crashable" and able to be key accessible by the City emergency staff and other permittees.

Said concrete barriers shall be two (2) feet in height and extend the length of the enclosed area for a total of two hundred eighteen (218) feet. Width of enclosed area is to be fourteen (14) feet for a total of three thousand and fifty-two (3,052) square feet. Authority herein given and granted shall be for a period of one (1) year from and after the date of passage.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Seven Hundred Sixty and no/100 Dollars ($4,760.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion,

at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

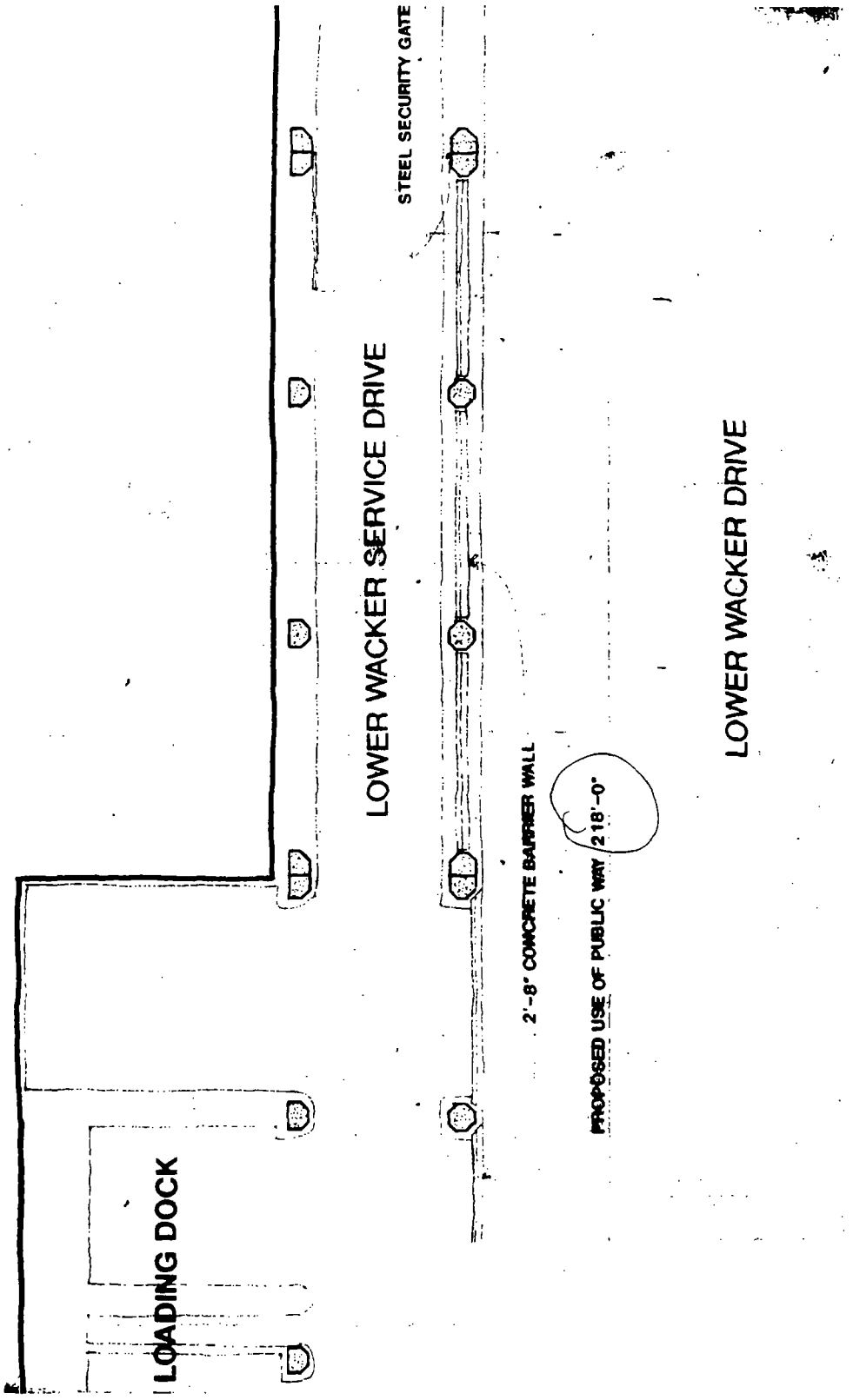
[Drawing referred to in this ordinance printed on page 54447 of this Journal.]

Continental Bank N.A.

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

(Continued on page 54448)

Ordinance associated with this drawing printed on pages 54442 through 54446 of this Journal.



(Continued from page 54446)

SECTION 1. Permission and authority are hereby given and granted to Continental Bank N.A., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use nine (9) pipe bollards adjacent to the premises known as 801 South Clinton Street. Said pipe bollards are to be used to protect the building from vehicular traffic on West Cabrini Street. Said bollards are to be constructed and installed as per plans approved by the Department of Transportation on the public right-of-way along West Cabrini Street. Bollards are to be four (4) feet in height and one (1) foot, six (6) inches in width. Bollards are to be installed south of the south curb line of West Cabrini Street. The above uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after 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 referred to in this ordinance printed on page 54451 of this Journal.]

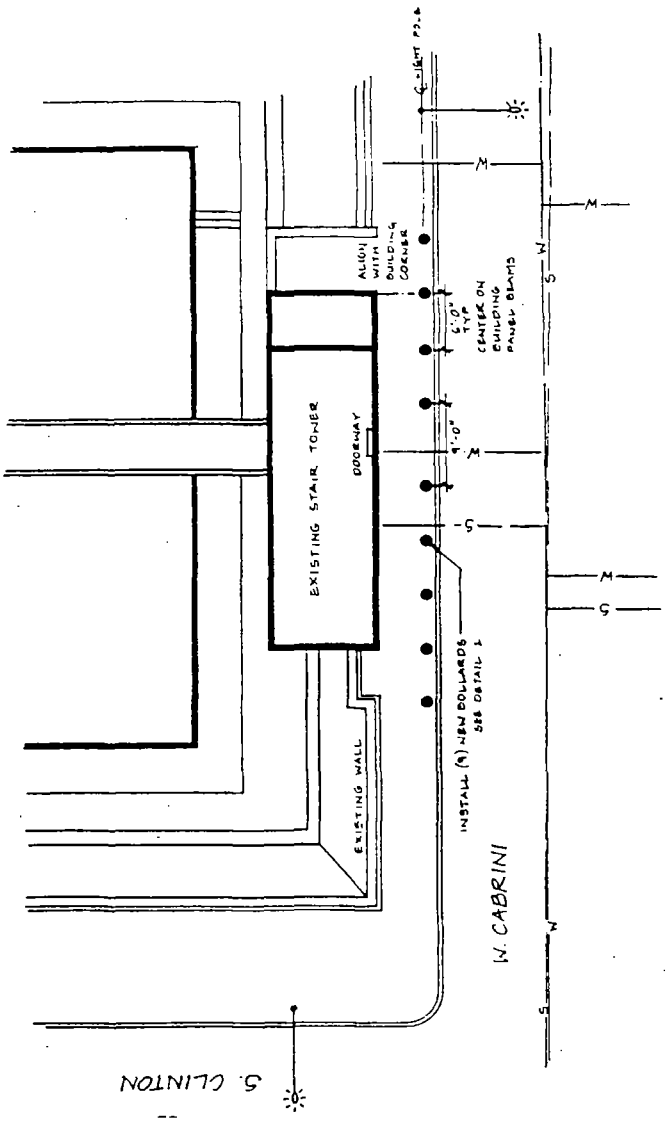
Harold Lichterman, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Harold Lichterman, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twenty (20) balconies extending over the public right-of-way adjacent to the premises known as 444 West Grand Avenue. Said balconies shall be located over the public right-of-way along West Grand Avenue north of the north curbline for a total of one hundred eighty-seven point thirty-six (187.36) feet in length and six (6) feet in width for a total of one thousand one hundred thirty (1,130) square feet per floor. The above uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after passage of this ordinance.

(Continued on page 54452)

Ordinance associated with this drawing printed on pages 54446 through 54450 of this Journal.



Scale: 1/16" = 1'-0"

JJR

Note:
1. Contact JULIE in advance of any construction for locating underground utilities (1-800-892-0123).
2. Contractor shall acquire all City of Chicago permits in advance of any construction.

Cl...tinental Bank Helideck Bollards

SITE PLAN

(Continued from page 54450)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Fifty-one and no/100 Dollars ($1,551.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54455 of this Journal.]

Kacev Metals, Inc.

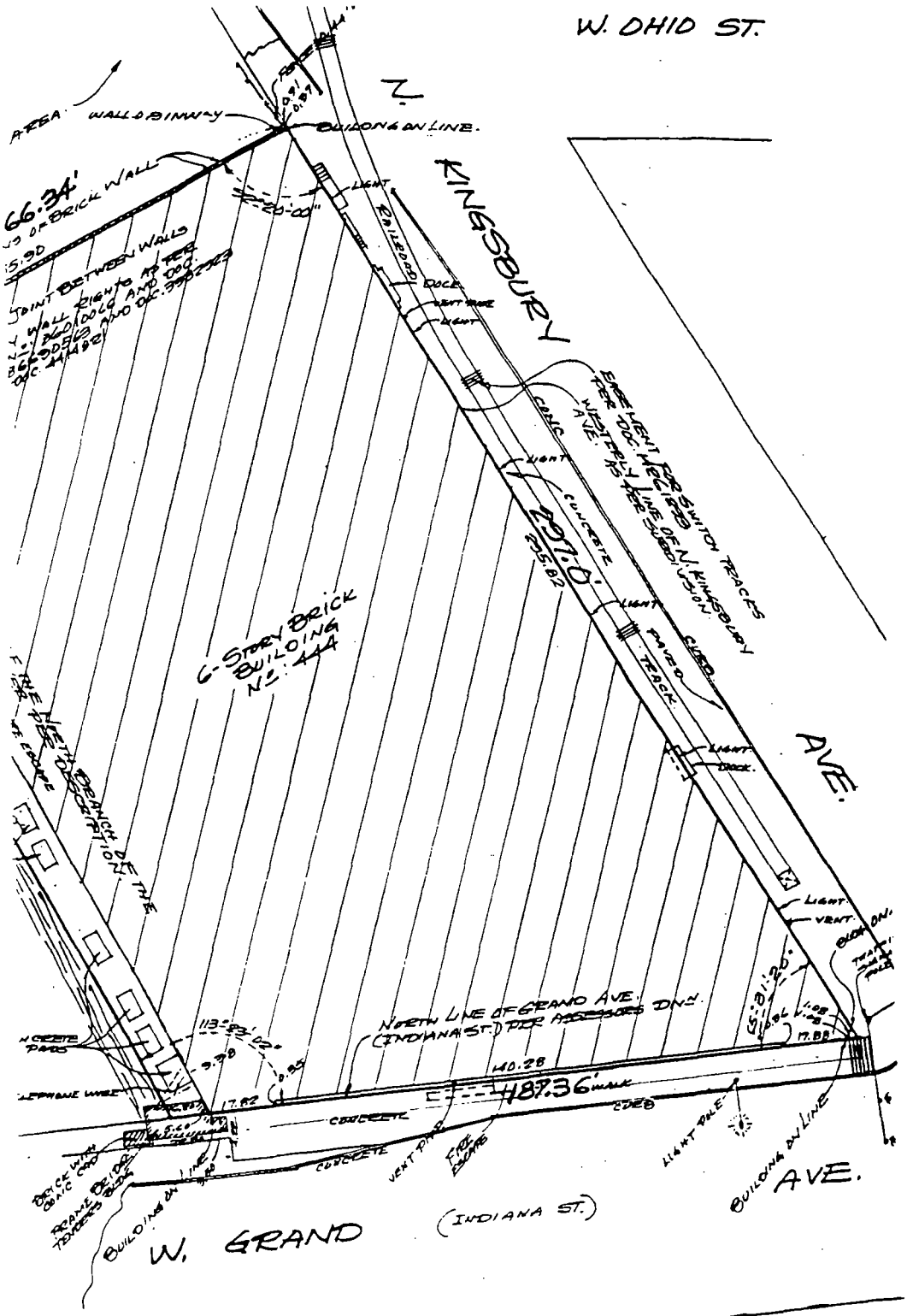
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Kacev Metals, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now constructed a loading platform on the sidewalk space on the westerly side of South Lumber Street, adjoining premises at 2236 -- 2242 South Lumber Street, not exceeding approximately seventy-five (75) feet in length, eleven (11) feet in width, nor five (5) feet in height, with steps at each end thereof. Authority herein granted for a period of five (5) years from and after July 2, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 54456)

Ordinance associated with this drawing printed on pages 55450 through 55454 of this Journal.



(Continued from page 55454)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the

Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 55459 of this Journal.]

Lurie Company.

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

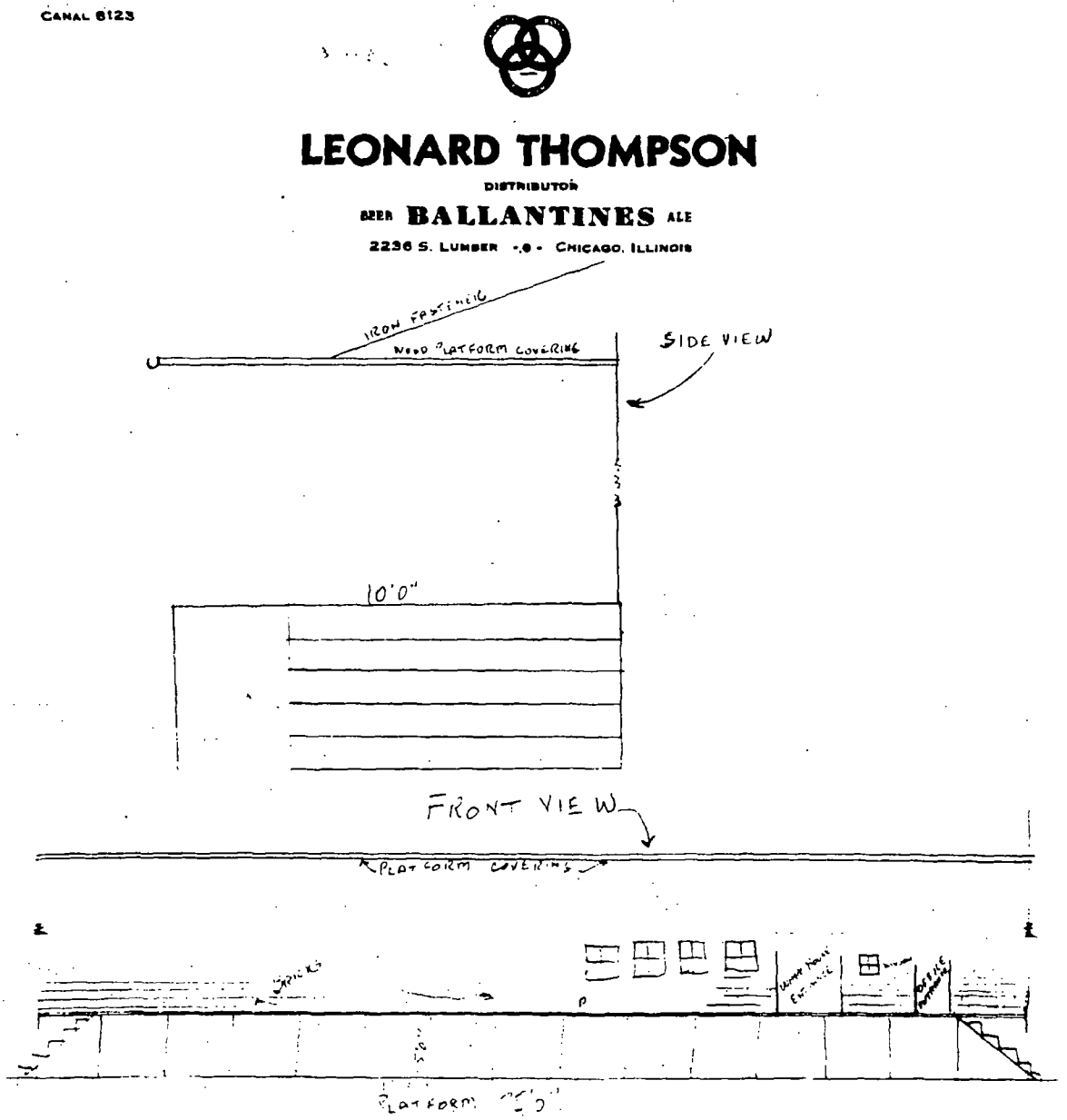
SECTION 1. Permission and authority are hereby given and granted to Lurie Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) sixteen (16) inch steel insulated intake water pipe and one (1) fourteen (14) inch steel insulated discharge water pipe under the lower level of West Wacker Drive, beginning at a point on the south line of Lower Wacker Drive, approximately one hundred five (105) feet east of North LaSalle Street, thence running approximately one hundred thirty-five (135) feet northerly to the south bank of the Chicago River, to be used for the purpose of obtaining water from and returning to the Chicago River for serving the condenser of the air conditioning unit used within the building located at 221 North LaSalle Street. Authority herein given and granted for a period of five (5) years from and after September 17, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Fifty-five and no/100 Dollars ($1,555.00) 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

(Continued on page 54460)

Ordinance associated with this drawing printed on pages 55455 through 55457 of this Journal.



(Continued from page 54458)

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.

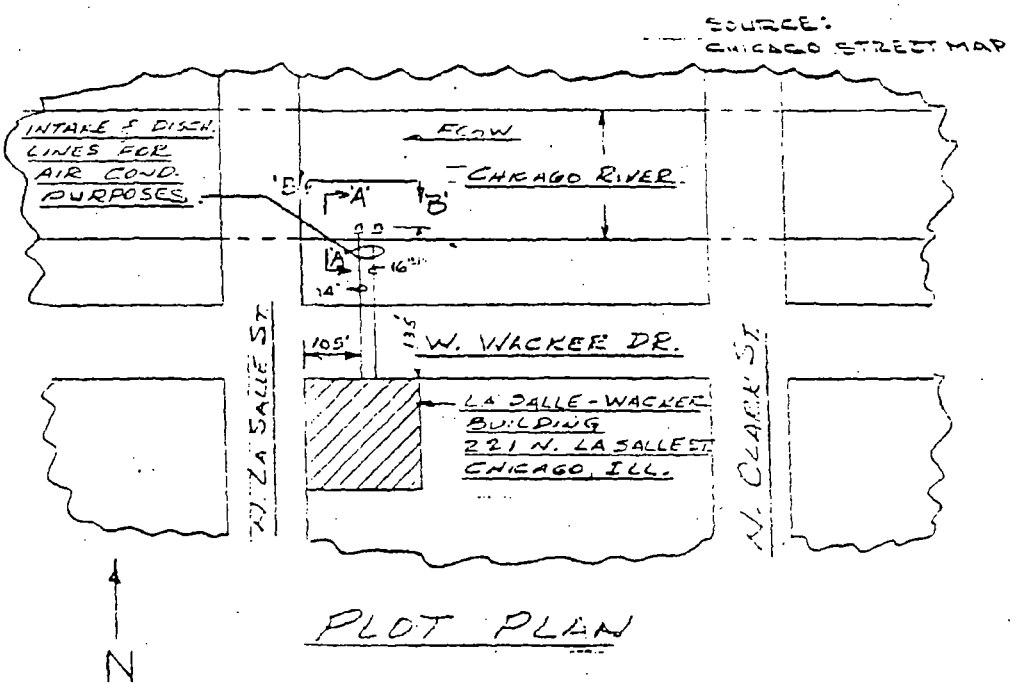
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 45562 of this Journal.]

Ordinance associated with this drawing printed on pages 54458 through 54461 of this Journal.

KROESCHELL ENGINEERING CO.



Newark Electronics.

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

SECTION 1. Permission and authority are hereby given and granted to Newark Electronics, upon the terms and subject to the conditions of this ordinance, to occupy and use a portion of the public right-of-way on North Ravenswood Avenue, adjacent to the premises located at 4809 North Ravenswood Avenue to be used for employee parking. Said use of the public way shall provide diagonal parking spaces for 116 cars with parking on the east and west side of North Ravenswood Avenue, as follows:

East side: Shall start from a point on the north side of West Lawrence Avenue and shall run north on North Ravenswood Avenue for a distance of three hundred twenty-six (326) feet at a width of eighteen (18) feet.

West side: Shall start from a point on the north side of West Lawrence Avenue and shall run north on North Ravenswood Avenue for a distance of eight hundred ninety-seven (897) feet at a width of eighteen (18) feet.

Authority herein granted for a period of five (5) years from and after September 5, 1994.

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 Five Thousand Nine Hundred Eighty-eight and no/100 Dollars ($5,988.00) 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.

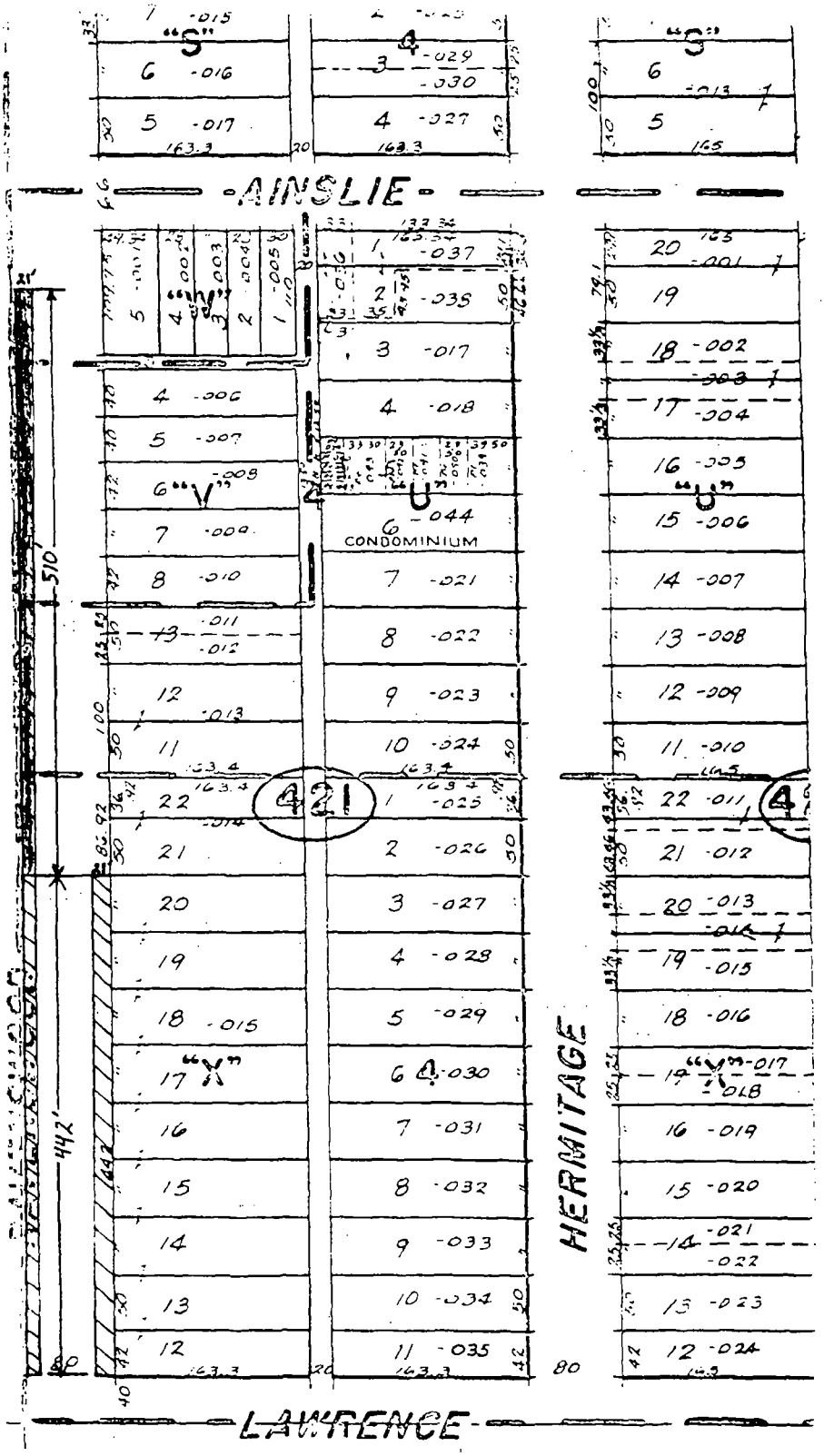
[Drawing referred to in this ordinance printed on page 54466 of this Journal.]

Rippel Architectural Metals, Inc.

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

(Continued on page 54467)

Ordinance associated with this drawing printed on pages 54463 through 54465 of this Journal.



(Continued from page 54465)

SECTION 1. Permission and authority are hereby given and granted to Rippel Architectural Metals, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a sampling chamber, adjacent to the premises known as 1525 North Kilpatrick Avenue. Installation of the basin is for use by the Metropolitan Water Reclamation District of Greater Chicago. Said sampling chamber is to be two (2) feet in diameter and located on the public right-of-way as per plans and specifications approved by the Department of Transportation. Authority herein granted shall be for a period of five (5) years from and after 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 referred to in this ordinance printed on page 54470 of this Journal.]

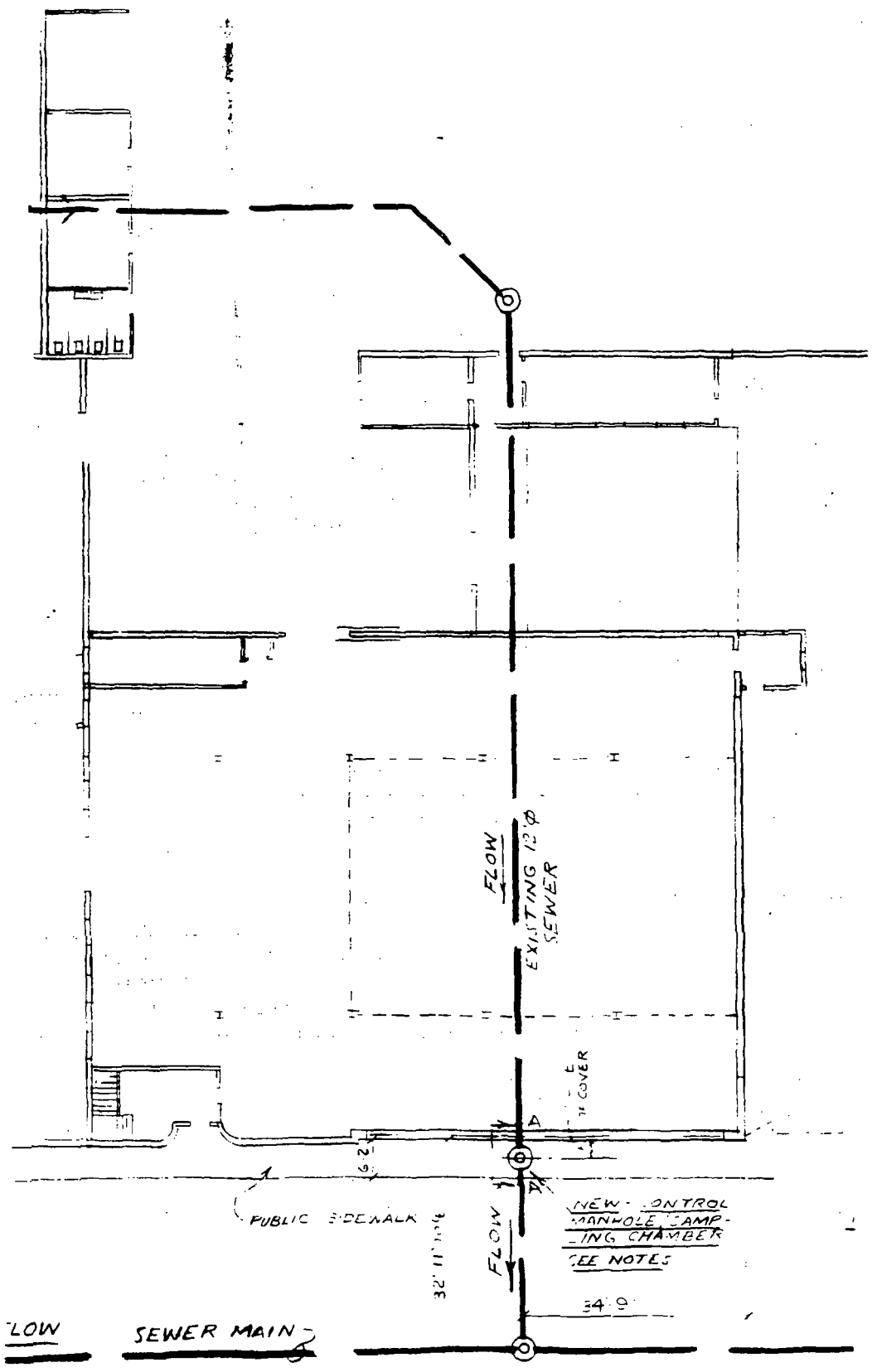
Tribune Properties, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Tribune Properties, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now installed two (2) sixteen (16) inch iron water pipes and one (1) eighteen (18) inch iron water pipe under and across East North Water Street a distance of sixty-six (66) feet. The two (2) sixteen (16) inch pipes used to take water from the Chicago River cross under East North Water Street at a point fifty-seven (57) feet, six (6) inches east of the east line of North Michigan Avenue. The eighteen (18) inch pipe used to return water to the Chicago River crosses under East North Water Street at a point approximately one hundred sixteen (116) feet east of the east line of North Michigan Avenue, all to be operated under supervision of the Environmental Control Department. Authority herein given shall be for a period of five (5) years from and after August 6, 1994.

(Continued on page 54471)

Ordinance associated with this drawing printed on pages 54465 through 54469 of this Journal.



(Continued from page 54469)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54474 of this Journal.]

1335 North Astor Cooperative Building, Inc.

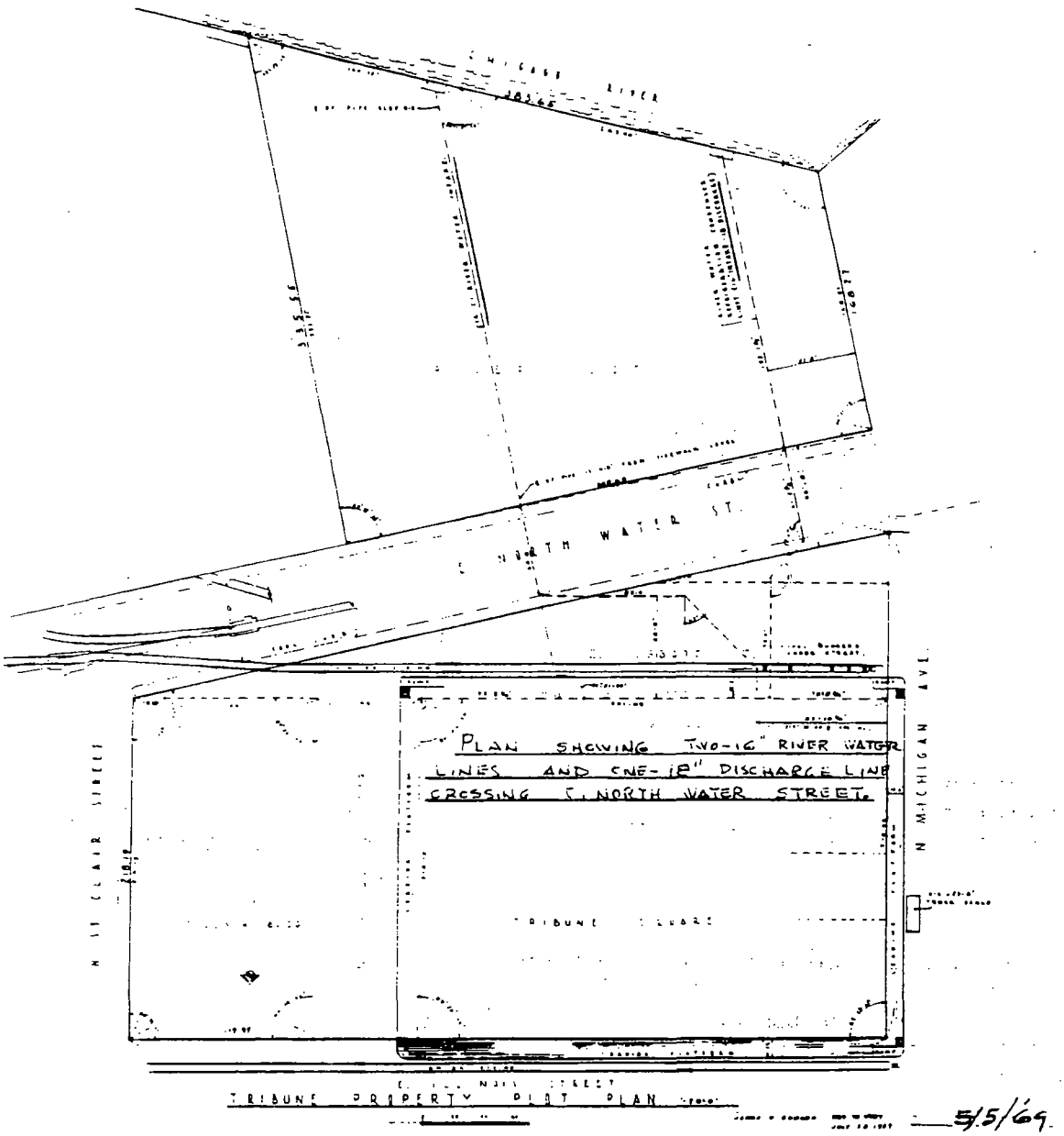
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1335 North Astor Cooperative Building, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now constructed a vault under the west half of the north/south sixteen (16) foot public alley east of North Astor Street, north of the north line of East Banks Street. Said vault is used for parking and shall not exceed one hundred forty (140) feet in length, eight (8) feet in width, fifteen (15) feet in depth, and not less than twelve (12) inches below grade of public way. Authority herein granted for a period of five (5) years from and after July 8, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 54475)

Ordinance associated with this drawing printed on pages 54469 through 54473 of this Journal.



(Continued from page 54473)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred Six and no/100 Dollars ($806.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR GRANTS OF PRIVILEGES IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on July 13, 1994) 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, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

Asian Village: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Asian Village ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5129 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 two hundred eighty-six (286) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Eleven and no/100 Dollars ($311.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Juan M. Giron: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Juan M. Giron ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1443 West 18th Street for a period of three (3) years from and after June 13, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

N. G. N. Foods And Liquors: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to N. G. N. Foods and Liquors ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6157 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 fifty-nine (59) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-four and no/100 Dollars ($84.00) 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.

One 1st National: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to One 1st National ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 39 South Wabash 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 twelve (12) feet, nine (9) inches in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sheridan Towers Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sheridan Towers Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6030 North Sheridan Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Stella D'Italia: Canopy:

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stella D'Italia ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1547 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 ten (10) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The 3rd Coast On Delaware: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The 3rd Coast on Delaware ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 888 North Wabash Avenue for a period of three (3) years from and after September 11, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred nine (109) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-four and no/100 Dollars ($134.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on July 13, 1994) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

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

Boriken Bakery And Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Boriken Bakery and 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 2638 West Division Street. Said sidewalk cafe area shall be twelve (12) feet in length and thirteen (13) feet in width, for a total of one hundred fifty-six (156) square feet and shall begin twelve (12) feet from the face of the curbline along West Division Street. 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 9:00 P.M.
Saturday, 11:00 A.M. to 7:00 P.M.
Sunday, 11:00 A.M. to 5:00 P.M.

Compensation: $300.00/Seating: 12.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Burton Place, Inc. (Doing Business As Burton Place).

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

SECTION 1. Permission and authority are hereby given and granted to Burton Place, Inc., doing business as Burton 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 1447 North Wells Street. Said sidewalk cafe area shall be fourteen (14) feet in length and nine (9) feet in width, for a total of one hundred twenty-six (126) square feet and shall begin six (6) feet from the face of the curbline 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 9:30 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, 1994 through, and including, November 1, 1994.

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.

Grant Allan Corporation (Doing Business As DISH).

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

SECTION 1. Permission and authority are hereby given and granted to Grant Allan Corporation, doing business as DISH, 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 3651 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width, for a total of one hundred sixty (160) square feet and shall begin six (6) feet from the face of the curbline along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 5:00 P.M. to 11:00 P.M.

Compensation: $300.00/Seating: 8.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1994 through, and including, November 1, 1994.

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.

Mad Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Mad Bar, 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 1640 North Damen Avenue. Said sidewalk cafe area shall be fifty (50) feet in length and five (5) feet, four (4) inches in width, for a total of two hundred seventy (270) square feet and shall begin six (6) feet from the face of the curb line along North Damen 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: $300.00/Seating: 17.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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 Oak Rail.

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

SECTION 1. Permission and authority are hereby given and granted to The Oak Rail, 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 1721 West Wrightwood Avenue. Said sidewalk cafe area shall be fifty-eight (58) feet in length and ten (10) feet in width, for a total of five hundred eighty (580) square feet and shall begin seven (7) feet from the face of the curb line along West Wrightwood 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: $394.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Quizno's Classic Subs.

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

SECTION 1. Permission and authority are hereby given and granted to Quizno's Classic Subs, 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 159 North Wabash Avenue. Said sidewalk cafe area shall be fifty-nine and one-half (59½) feet in length and twelve (12) feet in width, for a total of seven hundred fifteen (715) square feet and shall begin nine (9) feet from the face of the curbline along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 6:00 P.M.
Saturday and Sunday, 10:00 A.M. to 6:00 P.M.

Compensation: $2,774.00/Seating: 60.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1994 through, and including, November 1, 1994.

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.

R.K.C. Muffins, Inc. (Doing Business As R.K.C. Muffins.)

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

SECTION 1. Permission and authority are hereby given and granted to R.K.C. Muffins, Inc, doing business as R.K.C. Muffins, 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 210 South Clark Street. Said sidewalk cafe area shall be fifty-five (55) feet in length and seven (7) feet in width, for a total of three hundred eighty-five (385) square feet and shall begin eight (8) feet from the face of the curbline along West Quincy Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 5:00 P.M.

Compensation: $539.00/Seating: 28.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1994 through, and including, November 1, 1994.

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.

Kopi, Inc. (Doing Business As Kopi, A Traveler'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 Kopi, Inc., doing business as Kopi, A Traveler'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 5317 North Clark Street. Said sidewalk cafe area shall be twelve (12) feet in length and six (6) feet in width, for a total of seventy-two (72) square feet and shall begin six (6) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 9:00 A.M. to 11:00 P.M.
Friday and Saturday, 9:00 A.M. to 12:00 Midnight

Compensation: $300.00/Seating: 6.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Veracruz Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Veracruz 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 6207 North Milwaukee Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and six (6) feet in width, for a total of seventy-two (72) square feet and shall begin six (6) feet from the face of the curbline along North Milwaukee 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 9:00 P.M.
Saturday and Sunday, 4:00 P.M. to 10:00 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges,

subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO B.B.M., INC. FOR USE OF PUBLIC WAY ADJACENT TO 60 EAST CHESTNUT STREET FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed substitute order transmitted herewith (original order referred on July 13, 1994) for a grant of privilege in the public way to B.B.M., Inc. to install for beautification purposes, one decorative wrought iron fence, twenty-two inches in height, surrounding the parkway right-of-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 substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to B.B.M., Inc., to install for beautification purposes, one (1) decorative wrought iron fence, adjacent to the premises known as 60 East Chestnut Street. Said fence shall be twenty-two (22) inches in height surrounding the parkway right-of-way and seventy-six (76) feet in length, ten (10) feet in width for a total of seven hundred sixty (760) square feet. Fence is to be used for the protection of newly installed landscaping consisting of shrubs and flower plantings. Said permission shall be subject to the approval of plans and without compensation and with conditions that B.B.M., Inc., shall assume responsibility for the maintenance of said fences and any snow removal, and shall insure, save and hold harmless the City of Chicago from all liability and subject to the terms and conditions of said attached ordinance.

Ordinance referred to in this order reads as follows:

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

Section 1. The location of said privileges shall be as shown on prints hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Section 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are

removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as additional insureds and shall also clearly indicate that the privileges being granted by this ordinance are covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

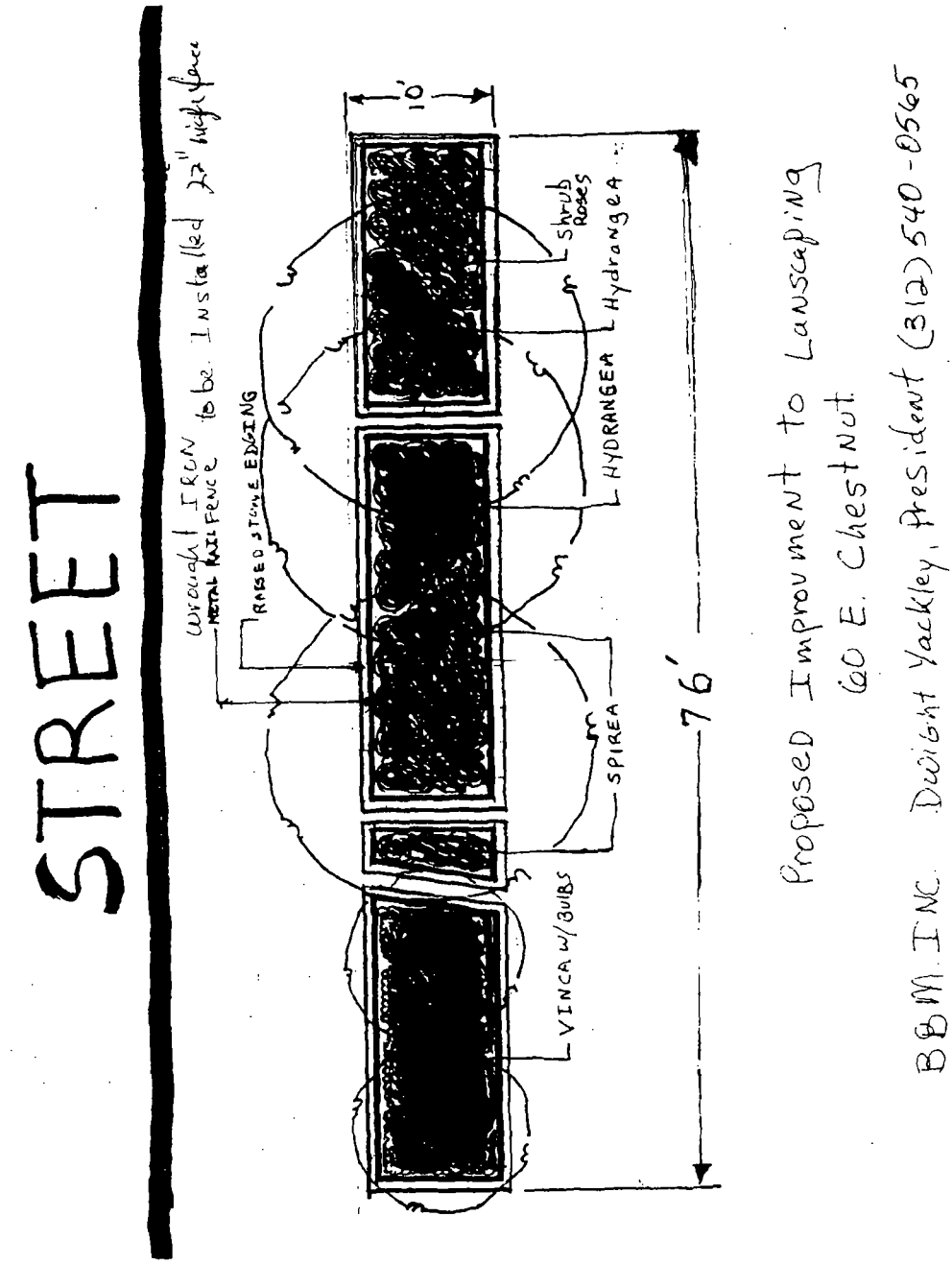
Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54510 of this Journal.]

Ordinance associated with this drawing printed on pages 54507 through 54509 of this Journal.



AUTHORIZATION FOR ISSUANCE OF PERMITS TO CARMINE'S CLAM HOUSE FOR USE OF PUBLIC WAY ADJACENT TO 1043 NORTH RUSH STREET FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report

CHICAGO, July 26, 1994.

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 July 13, 1994) for a grant of privilege in the public way to Carmine's Clam House to install for beautification purposes, four decorative lampposts adjacent to the premises known as 1043 North Rush Street.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Carmine's Clam House, to install for beautification purposes four (4) decorative lampposts to enhance the beauty of the street and provide additional lighting to the area. Said lampposts are to be installed adjacent to the premises known as 1043 North Rush Street, on the public right-of-way as per plans and specifications approved by the Department of Transportation. Lamposts are to be ten (10) feet, six (6) inches in height and eight (8) inches in diameter, and are to be faced two (2) feet, six (6) inches from the curbline of North Rush Street. Lampposts are to be evenly spaced sixteen (16) feet, nine (9) inches apart. 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 lampposts and shall insure, save and hold harmless the City of Chicago from all liability upon the terms and subject to the conditions of this order.

Ordinance referred to in this order reads as follows:

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

Section 1. The location of said privileges shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Section 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal

authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single

Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as additional insureds and shall also clearly indicate that the privileges being granted by this ordinance are covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

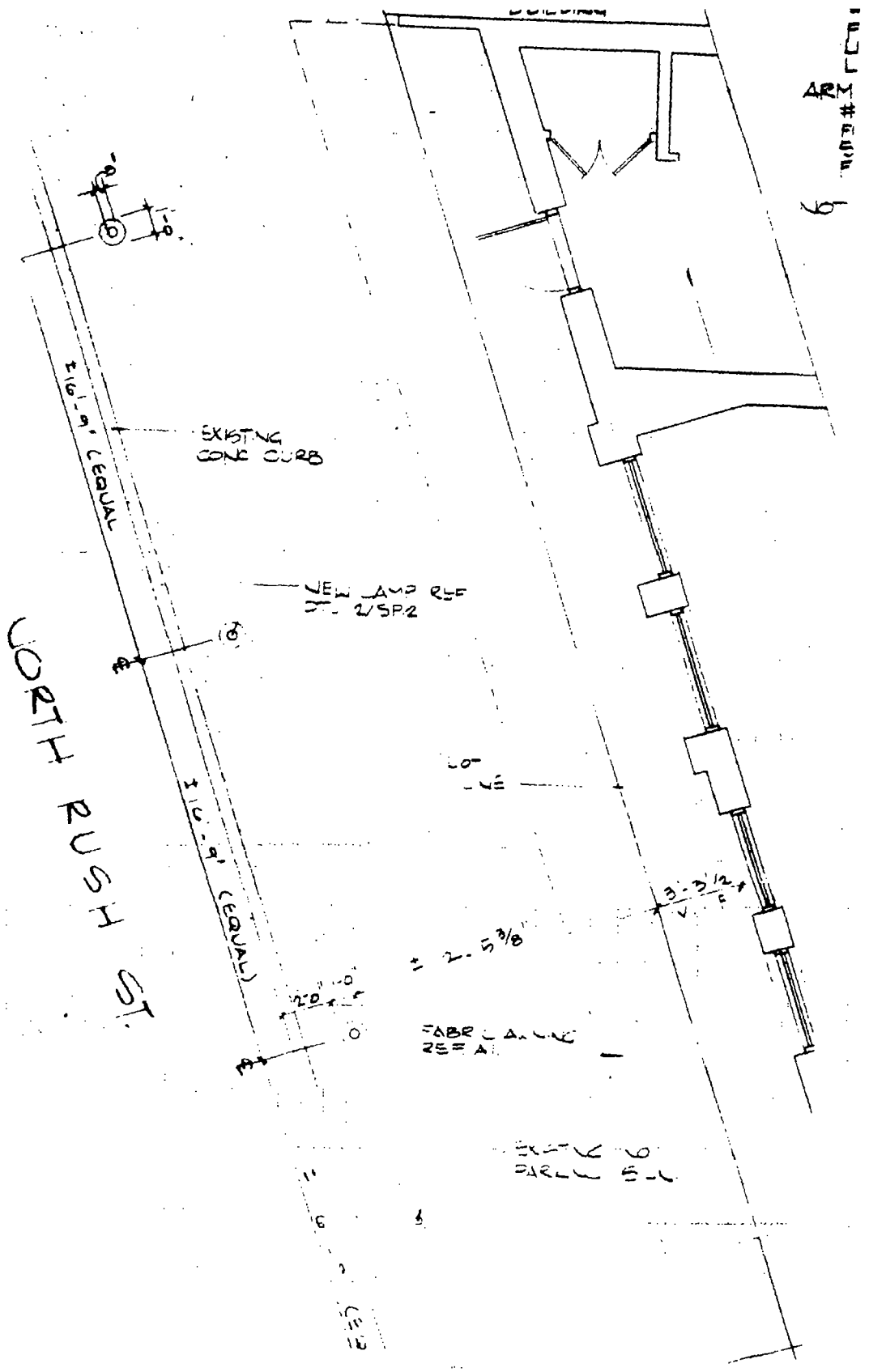
Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54515 of this Journal.]

Ordinance associated with this drawing printed on pages 54512 through 54514 of this Journal.



AUTHORIZATION FOR ISSUANCE OF PERMITS TO THE CHICAGO PARK DISTRICT FOR USE OF PUBLIC WAY ADJACENT TO 1249 -- 1261 NORTH ASTOR STREET FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed order transmitted herewith (referred on July 13, 1994) for a grant of privilege in the public way to The Chicago Park District to install for beautification purposes, six decorative parkway fences designed to protect landscaping on the public right-of-way adjacent to the premises known as 1249 -- 1261 North Astor Street.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to The Chicago Park District, to install for beautification purposes six (6) decorative parkway fences designed to protect landscaping on the public right-of-way (parkway), adjacent to the premises known as 1249 -- 1261 North Astor Street. Said fences shall be each twenty-two (22) inches in height and be located as follows:

East Goethe Street (Parkway).

Fence 1. Sixteen (16) feet, seven-eighths (7/8) inches in length and eight (8) feet in width.

Fence 2. Forty-two (42) feet, eight and one-eighth (8-1/8) inches in length and eight (8) feet in width.

Fence 3. Thirty-six (36) feet, nine (9) inches in length and eight (8) feet in width.

North Astor Street.

Fence 1. Thirty-six (36) feet, nine (9) inches in length and eight (8) feet in width.

Fence 2. Thirty-five (35) feet, seven (7) inches in length and eight (8) feet in width.

Fence 3. Fifteen (15) feet, three (3) inches in length and eight (8) feet in width.

Said permission shall be subject to the approval of plans and without compensation, and with conditions that The Chicago Park District shall assume responsibility for all the maintenance of said fences and any 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 referred to in this order reads as follows:

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

Section 1. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Section 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as additional insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings referred to in this ordinance printed on pages 54521 through 54522 of this Journal.]

AUTHORIZATION FOR ISSUANCE OF PERMITS TO THE ELMS, INC. FOR USE OF PUBLIC WAY ADJACENT TO 18 EAST ELM STREET FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1994.

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 proposed substitute order transmitted herewith (original order referred on July 13, 1994) for a grant of privilege in the public way to The Elms, Inc. to install for beautification purposes, new landscaping along East Elm Street adjacent to the premises known as 18 East Elm Street.

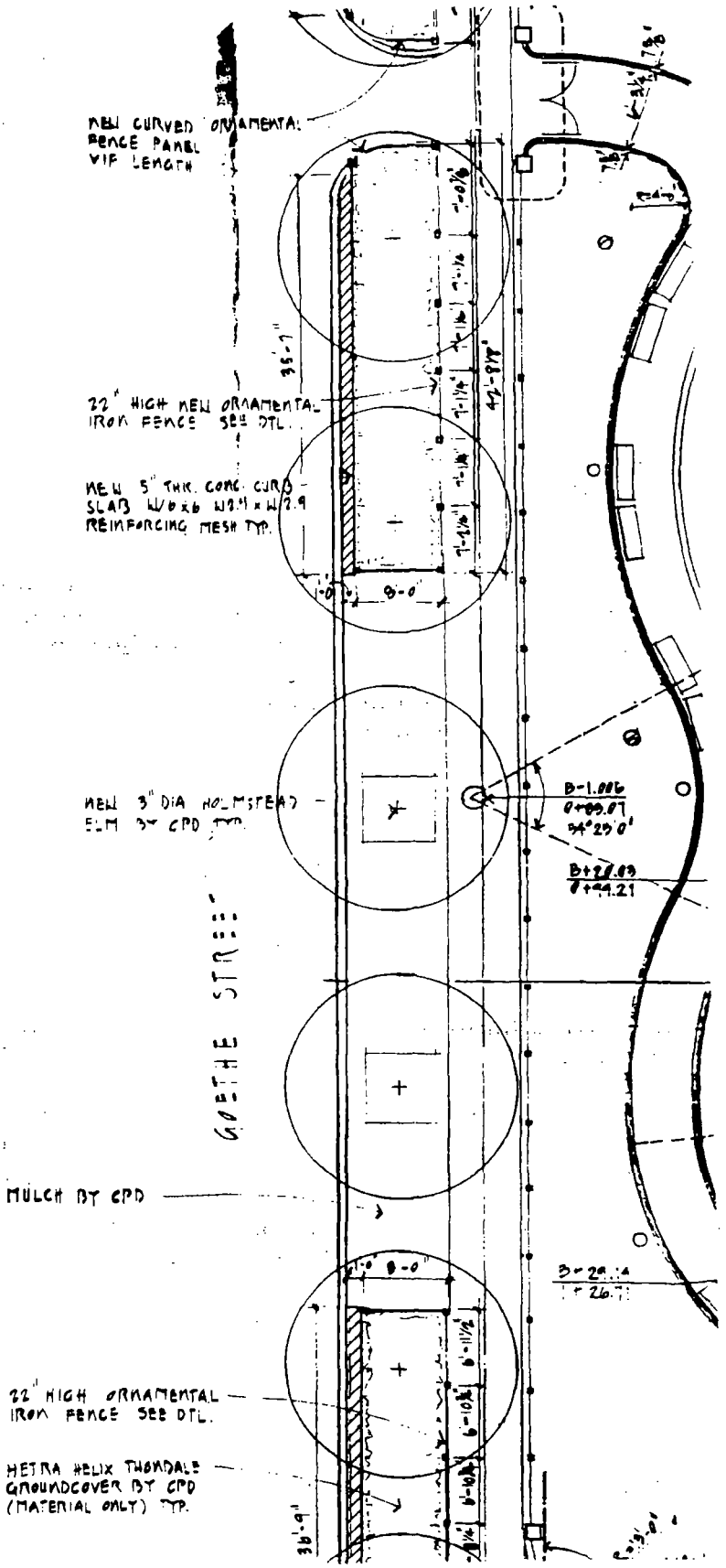
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

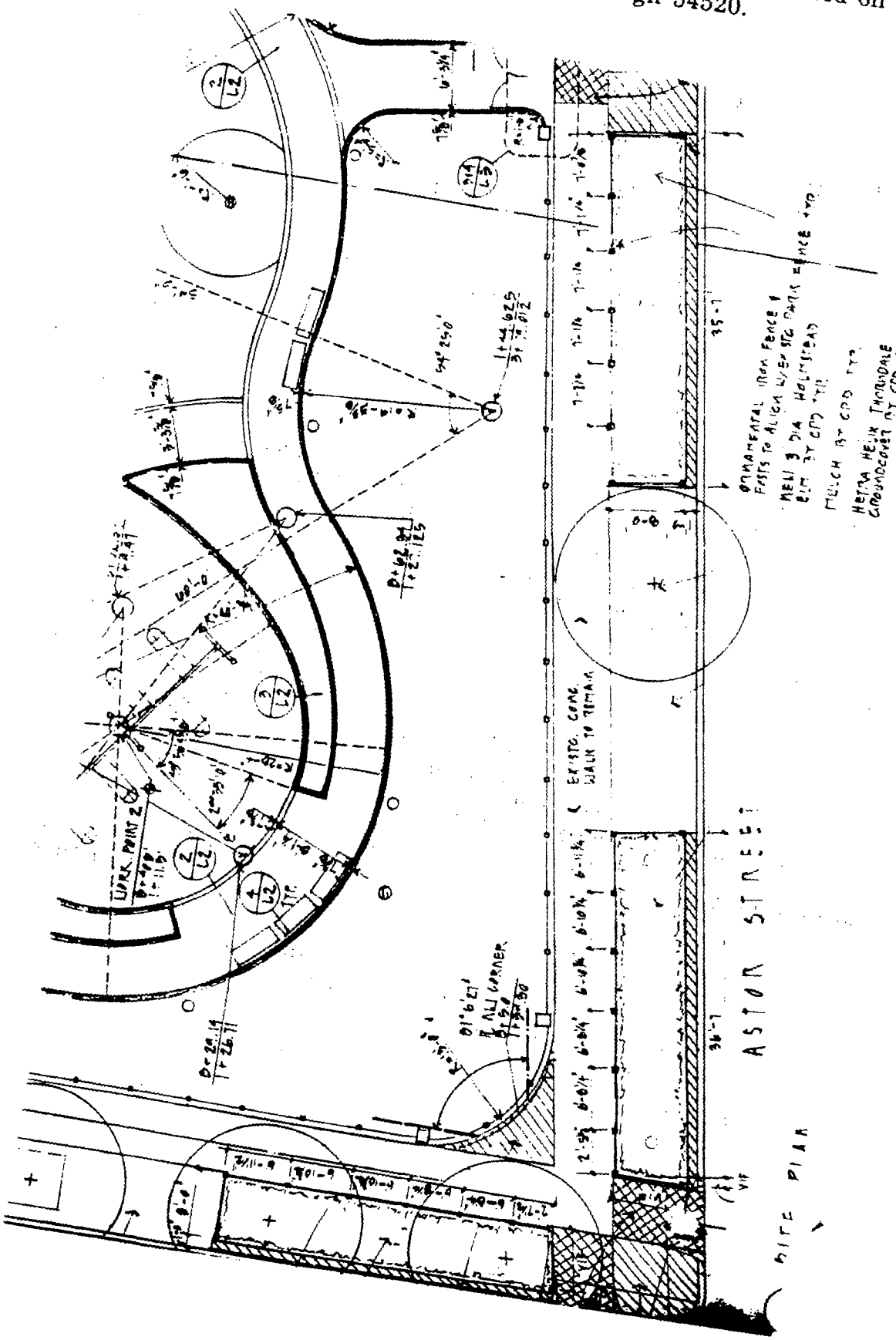
(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 54523)

Ordinance associated with this drawing printed on pages 54518 through 54520.



Ordinance associated with this drawing printed on pages 54518 through 54520.



(Continued from page 54520)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to The Elms, Inc., to install for beautification purposes, new landscaping along East Elm Street, adjacent to the premises known as 18 East Elm Street. Landscaping shall consist of trees, shrubs and flower plantings along the parkway for one hundred eleven (111) feet in length, and twenty-five point seventy-five (25.75) feet in width for a total of two thousand eight hundred fifty-eight (2,858) square feet. Said permission shall be subject to the approval of plans and without compensation and with the conditions that The Elms, Inc. shall assume responsibility for maintenance of said landscaped area and shall insure and hold harmless the City of Chicago from all liability, upon the terms and subject to the conditions of said attached ordinance.

Ordinance referred to in this order reads as follows:

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

Section 1. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from

snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Section 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

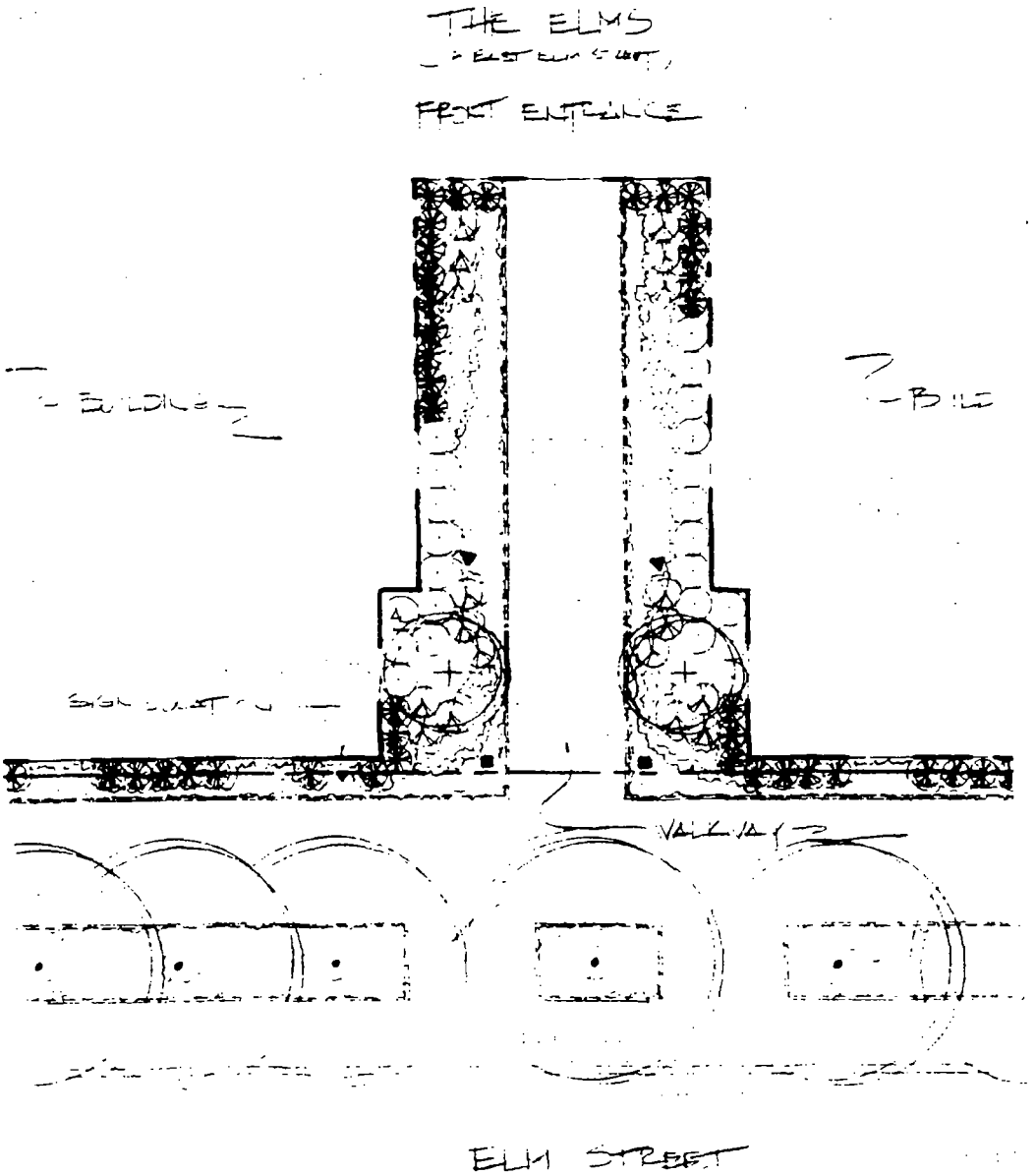
Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 54526 of this Journal.]

Ordinance associated with this drawing printed on pages 54523 through 54525 of this Journal.



VACATION OF NORTH WOLCOTT AVENUE BETWEEN WEST MADISON STREET AND WEST WARREN BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1994.

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 proposed ordinance vacating North Wolcott Avenue, between West Madison Street and West Warren Boulevard. This ordinance was referred to the committee on August 2, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government pursuant to Article 7, Section 6(a) of the Illinois Constitution of 1970, and as such has the power to perform any function related to its government and affairs; and

WHEREAS, 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 the public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of North Wolcott Avenue lying west of the west line of Lot 30, lying west of the west line of Lot 31 and lying west of a line drawn from the southwest corner of Lot 30 aforesaid to the northwest corner of Lot 31 aforesaid in plan of the survey of the west half of Outlot 62 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian (a subdivision by J. B. Walker) and which lies east of the east line of Lots 1, 2 and 3 in the subdivision of Lots 49 to 60, both inclusive, in subdivision of Block 61 in Canal Trustee's Subdivision aforesaid and which lies east of the east line of Lot 96 in plat of subdivision of Block 61 in Canal Trustee's Subdivision aforesaid and which lies east of a line drawn from the southeast corner of Lot 1 in subdivision of Lots 49 to 60, both inclusive, in subdivision of Block 61 aforesaid to the northeast corner of Lot 96 in plat of subdivision of Block 61 aforesaid and which lies south of a line drawn from the northeast corner of Lot 3 in the subdivision of Lots 49 to 60, both inclusive, in subdivision of Block 61 aforesaid to the northwest corner of Lot 30 in plan of survey of the west half of Outlot 62 aforesaid and which lies north of a line drawn from the southwest corner of Lot 31 in plan of survey of the west half of Outlot 62 aforesaid to the southeast corner of Lot 96 in plat of subdivision of Block 61 aforesaid, all in Cook County, Illinois, said part of the public street herein vacated being further described as all that part of North Wolcott Avenue, lying between the north line of West Madison Street and the south line of West Warren Boulevard, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same 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 to itself all of that portion of North Wolcott Avenue as herein vacated, as a right-of-way and easement for existing sewer, water, City electric, police and fire communications, and any other municipally-owned utility or public service facilities currently located in such portion of North Wolcott Avenue, and for

the installation of any additional, related municipally-owned service facilities which in the future may be located in such portion of North Wolcott Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on such right-of-way and easement herein reserved or other use made of such area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of such facilities, or the construction of such additional, related facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Metro Chicago Sports Stadium Joint Venture, an Illinois general partnership, shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public street, hereby vacated, similar to the sidewalk and curb in West Madison Street and West Warren Boulevard, but only to the extent such is not included within Exhibit D (and its attachments of the Redevelopment Agreement between the Metro Chicago Sports Stadium Joint Venture and the City of Chicago, dated June 24, 1991). The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Metro Chicago Sports Stadium Joint Venture, an Illinois general partnership, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing referred to in this ordinance printed on page 54530 of this Journal.]

Ordinance associated with this drawing printed on pages 54528 through 54529 of this Journal.

"A"

Canal Trustee's Subdivision of Section 7-39-14.

"B"

Subdivision of Blk. 61 Canal Trustee's Sub. (see"A").

"C"

Plat of Subdivision of Lots 49 to 60 incl. in Sub. of Blk. 61 (see"B").

"D"

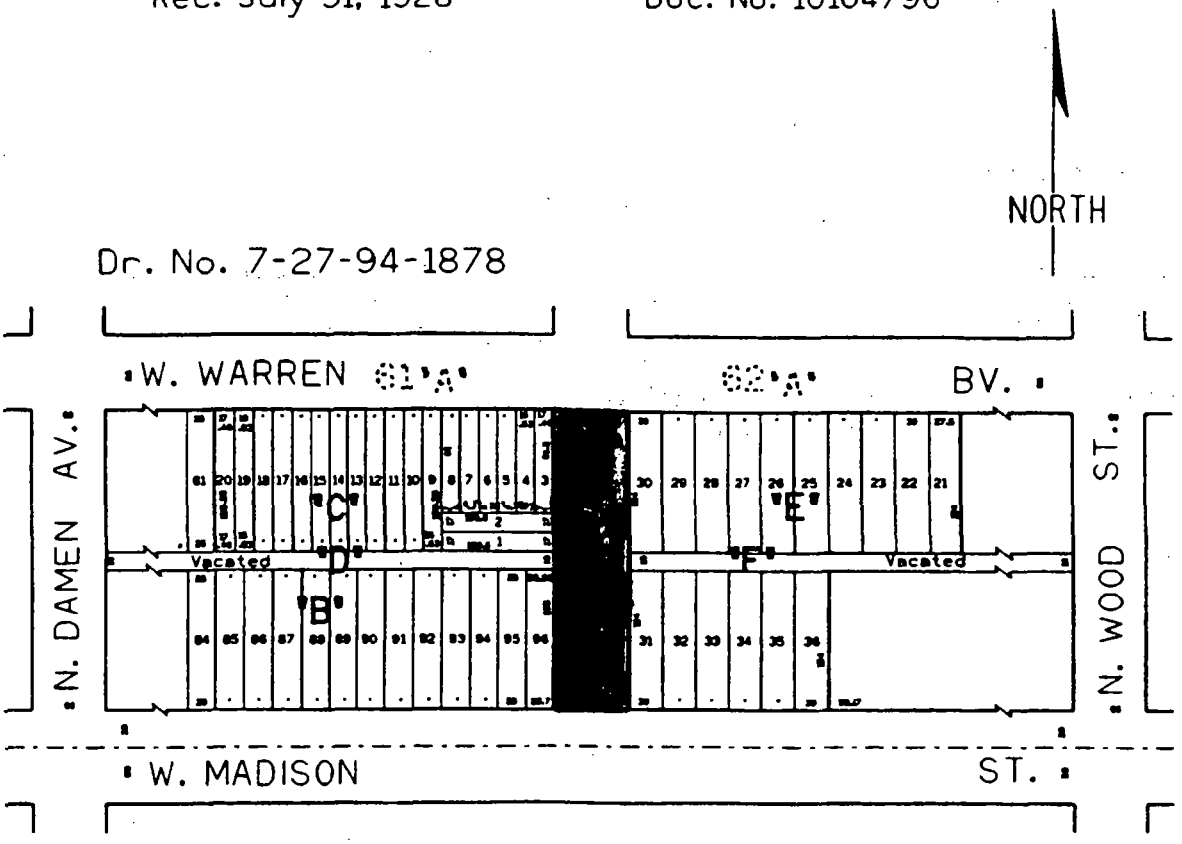
Vacated by Ordinance Passed May 19, 1993.
Rec. June 4, 1993 Doc. No. 93-422169

"E"

Plan of Survey of the W. 1/2 of Outlot 62 in Canal Trustee's Sub. (see"A").

"F"

Vacated by Ordinance Passed June 20, 1928.
Rec. July 31, 1928 Doc. No. 10104796



VACATION OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST ARTHUR AVENUE, WEST SCHREIBER AVENUE, NORTH RAVENSWOOD AVENUE AND NORTH CLARK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1994.

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 proposed ordinance vacating the north/south 30 foot public alley in the block bounded by West Arthur Avenue, West Schreiber Avenue, North Ravenswood Avenue and North Clark Street. This ordinance was referred to the committee on August 2, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public alleys for reduced compensation; and

WHEREAS, The properties at 6466 and 6468 North Clark Street are owned by the Christiana Industries Corporation; and

WHEREAS, The properties at 6500 and 6502 North Clark Street are owned by Christiana Industries Corporation and LaSalle National Bank, a national banking association, as Trustee, under Trust Agreement dated October 10, 1967 known as Trust No. 11-37095-00 and leases to the Christiana Industries Corporation; and

WHEREAS, The Christiana Industries Corporation is a firm employing 210 persons in the production of electrical and wiring components for the automotive industry; and

WHEREAS, The Christiana Industries Corporation proposes to limit the use of the part of the thirty (30) foot alley to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefor; and

WHEREAS, The Christiana Industries Corporation proposes to limit the use of the part of the thirty (30) foot alley to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefor; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the north/south 30.0 foot public alley lying west of the west line of Lots 6, 7 and 8 in Block 3 in Becker's Addition to Rogers Park being part of the north half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lot 1 in subdivision of Lot 35 of Block 3 in Becker's Addition aforesaid, lying south of the easterly extension of the north line of Lot 1 in subdivision of Lot 35 aforesaid and lying north of a line drawn from the southeast corner of Lot 1 in subdivision of Lot 35 aforesaid to the southwest corner of Lot 8 in Block 3 in Becker's Addition to Rogers Park aforesaid, said public alley herein vacated being further described as the north/south 30.0 feet public alley in the block bounded by West Arthur Avenue, West Schreiber Avenue, North Ravenswood Avenue and North Clark 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 Mayor or his proxy is authorized to execute and the Clerk is authorized to attest, a quitclaim deed, in form and substance acceptable to the Corporation Counsel, conveying the reversionary rights to the portion of alley vacated by this ordinance to the Christiana Industries Corporation and LaSalle National Bank, as Trustee, under Trust No. 11-37095-00. The delivery of such deed shall be conditioned upon the installation of a fence and guard rail acceptable to the Superintendent of Police.

SECTION 3. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to

form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional, compensation which it deems to be equal to the benefits accruing because of the release or an abandonment.

SECTION 4. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, Christiana Industries Corporation and LaSalle National Bank, as Trustee, under Trust No. 11-37095-00 shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of closing alley return and excavating alley return across the north entrance of the alley hereby vacated.

SECTION 5. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance Christiana Industries Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 3 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 54535 of this Journal.]

Ordinance associated with this drawing printed on pages 54533 through 54535 of this Journal.

"A"

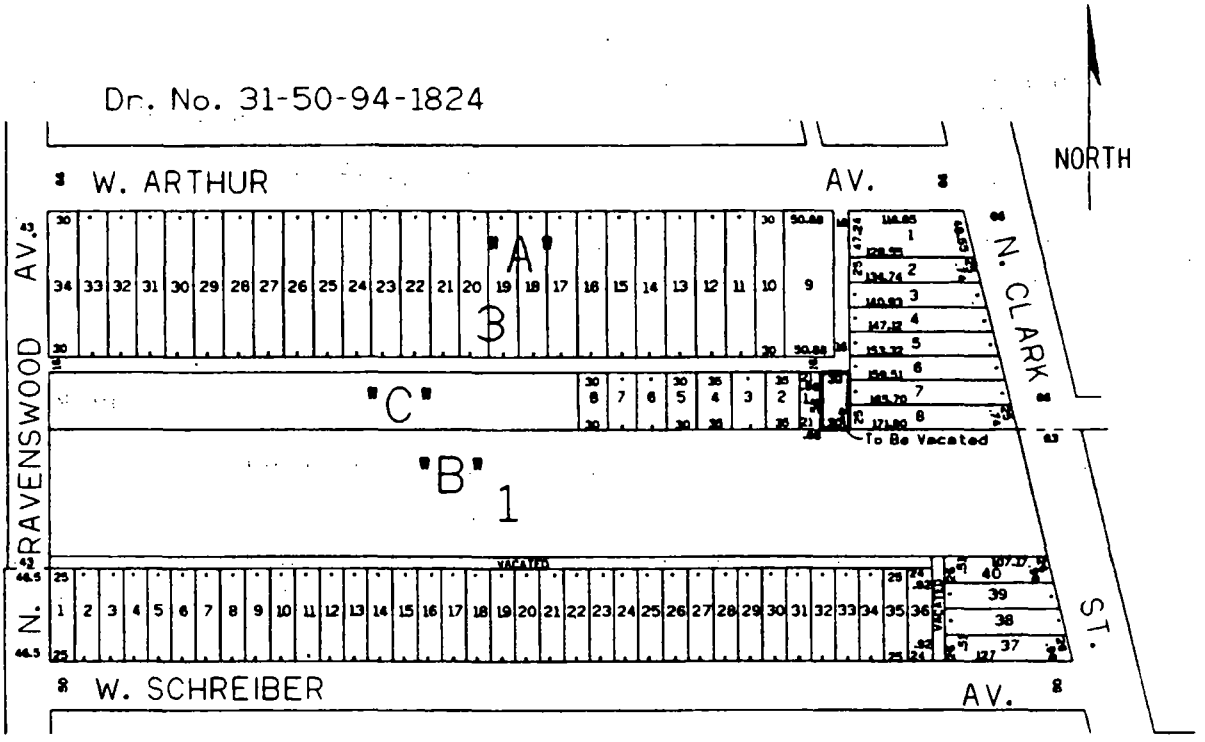
Beckers Addition to Rogers Park being part of the N. 1/2 of the S. 1/2 of the S.E. 1/4 of Sec. 31-41-14.

"B"

Circuit Court Partition of the S. 1/2 of the S.E. 1/4 of Sec. 31-41-14. Chancery Record June 2, 1876 No. 12689, Book 11, Pg. 621.

"C"

Subdivision of Lot 35 of Block 3 in Beckers Addition to Rogers Park, etc. (See"A").



VACATION OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST 58TH STREET, WEST 59TH STREET, SOUTH SPAULDING AVENUE AND SOUTH SAWYER AVENUE AND DEDICATION OF SPECIFIED PROPERTY RUNNING EAST TO SOUTH SAWYER AVENUE FOR USE AS PUBLIC ALLEY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed ordinance vacating the south 105 feet of the north/south 16 foot public alley in the block bounded by West 58th Street, West 59th Street, South Spaulding Avenue and South Sawyer Avenue; also providing for the dedication of an east/west 20 foot public alley running east to South Sawyer Avenue. This ordinance was referred to the committee on July 11, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 north/south 16 foot public alley lying west of the west line of Lots 20 to 24, both inclusive; lying east of the east line of Lots 25 to 29, both inclusive; lying south of the westerly extension of the south line of the north 20.0 feet of Lot 20 and lying north of a line drawn from the southwest corner of Lot 24 to the southeast corner of Lot 25 all in Block 7 in Wilson P. Conover's Subdivision of the southeast quarter of the northeast quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 105.0 feet, more or less, of the north/south 16.0 foot public alley in the block bounded by West 58th Street, West 59th Street, South Spaulding Avenue and South Sawyer 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. Joseph D. Getto shall dedicate or cause to be dedicated to the public and open up for public use as public alley the following described property: the north 20.0 feet of Lot 20 in Block 7 in Wilson P. Conover's Subdivision of the southeast quarter of the northeast quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian; as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Joseph D. Getto 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 Six Thousand

One Hundred and No/100 Dollars ($6,100.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Sawyer Avenue between West 58th Street and West 59th Street and constructing paving and curbs in and to the alley to be dedicated.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Joseph D. Getto 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, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided.

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

[Drawing referred to in this ordinance printed on page 54539 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY EAST 63RD STREET, EAST 64TH STREET EXTENDED EAST, SOUTH DREXEL AVENUE AND SOUTH INGLESIDE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1994.

To the President and Members of the City Council:

(Continued on page 54540)

Ordinance associated with this drawing printed on pages 54537 through 54538 of this Journal.

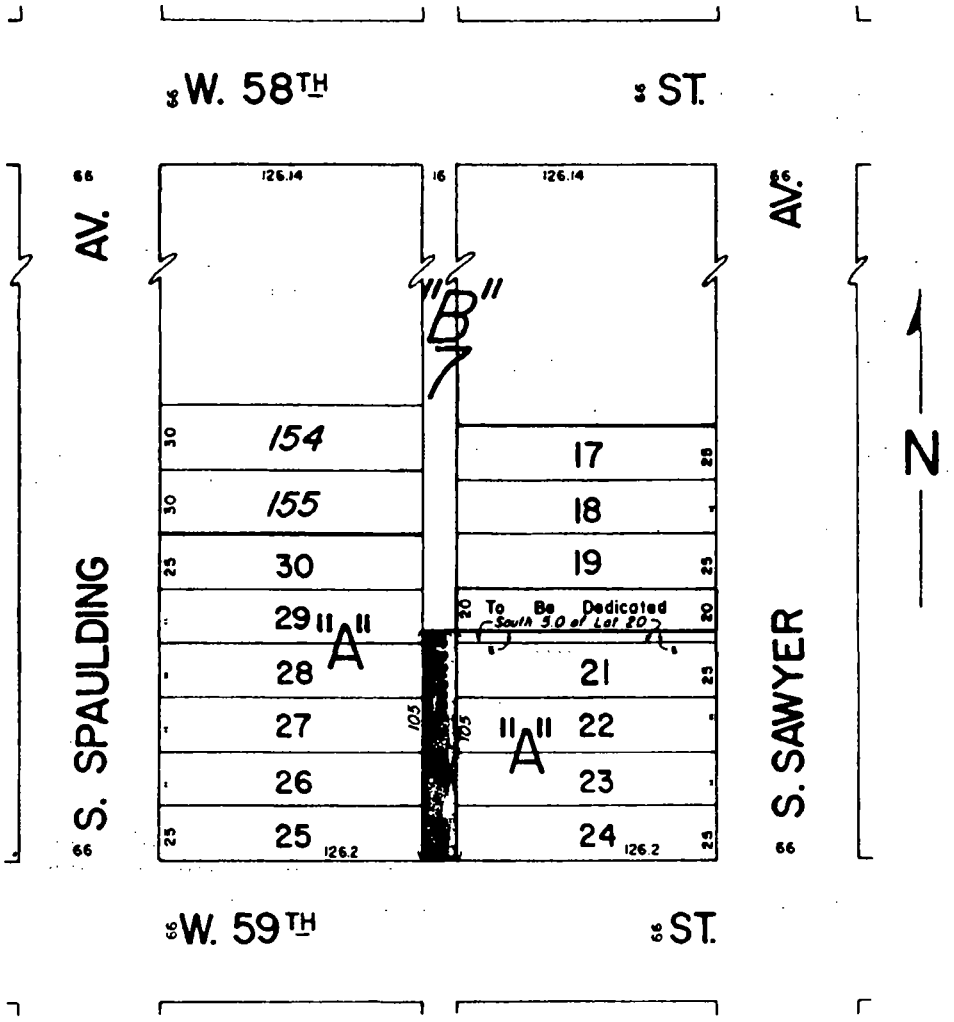
"A"

Wilson P. Conover's Sub. of the S.E. 1/4 of the N.E. 1/4 of Sec. 14-38-13.

"B"

"Burr Ellyn" a Re-Sub. in the S.E. 1/4 of the N.E. 1/4 of Sec. 14-38-13.

DR. NO. 14-13-94-1817



(Continued from page 54538)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the north 50 feet of the north/south 16 foot public alley in the area bounded by East 63rd Street, East 64th Street extended east, South Drexel Avenue and South Ingleside Avenue. This ordinance was referred to the committee on August 2, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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. All that part of the north/south 16 foot public alley as opened by Order of Possession by the County Court of Cook County, Illinois,

entered January 12, 1920, General No. 31762 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, March 2, 1920 as Document No. 6749419 being described as: the west 8 feet (except the north 75 feet) of Lot 5 in subdivision of Sublot 100, in King and Rumsey's Addition to Woodlawn Ridge, being identical with Lot 3, in Circuit Court Partition of the west half of the east 60 acres of the north half of the northwest quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian;

Also

the east 8 feet of Sublot 46 in Woodlawn Highlands, being a subdivision of the west 10 acres of the east 60 acres of the north half of the northwest quarter, being identical with Lots 1 and 2 in Circuit Court Partition, lying north of the westerly extension of the south line of Lot 5 in subdivision of Sublot 100 in King and Rumsey's Addition to Woodlawn Ridge, aforementioned;

Also

the east 8 feet (except the north 25 feet) of Sublot 47 in Woodlawn Highlands, aforementioned; said part of public alley herein vacated being further described as the north 50.0 feet, more or less, of the north/south 16 foot public alley in the area bounded by East 63rd Street, East 64th Street extended east, South Drexel Avenue and South Ingleside 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 Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along the north/south 16 foot 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 ninety (90) days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, under Trust No. 1098421 (dated October 7, 1993) 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 Three Thousand

Two Hundred and no/100 Dollars ($3,200.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, under Trust No. 1098421 (dated October 7, 1993) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing referred to in this ordinance printed on page 54543 of this Journal.]

AMENDMENT OF ORDINANCE WHICH PROVIDED FOR VACATIONS AND DEDICATIONS OF PORTIONS OF VARIOUS STREETS AND ALLEYS FOR EXTENSION OF HOLSTEIN PARK.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 2, 1994.

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 proposed ordinance requesting a time extension/amending ordinance to provide for the release of the park use restriction for two small portions of vacated property that are isolated from Holstein Park by North Oakley Avenue, in order to permit the conveyance of such parcels for other than park purposes. This ordinance was referred to the committee on August 2, 1994.

(Continued on page 54544)

Ordinance associated with this drawing printed on pages 54540 through 54542 of this Journal.

"A"

"Woodlawn Highlands" being a Sub. of west 10 acres of the east 60 acres of N. 1/2 of NW. 1/4 of Sec. 23-38-14.

"B"

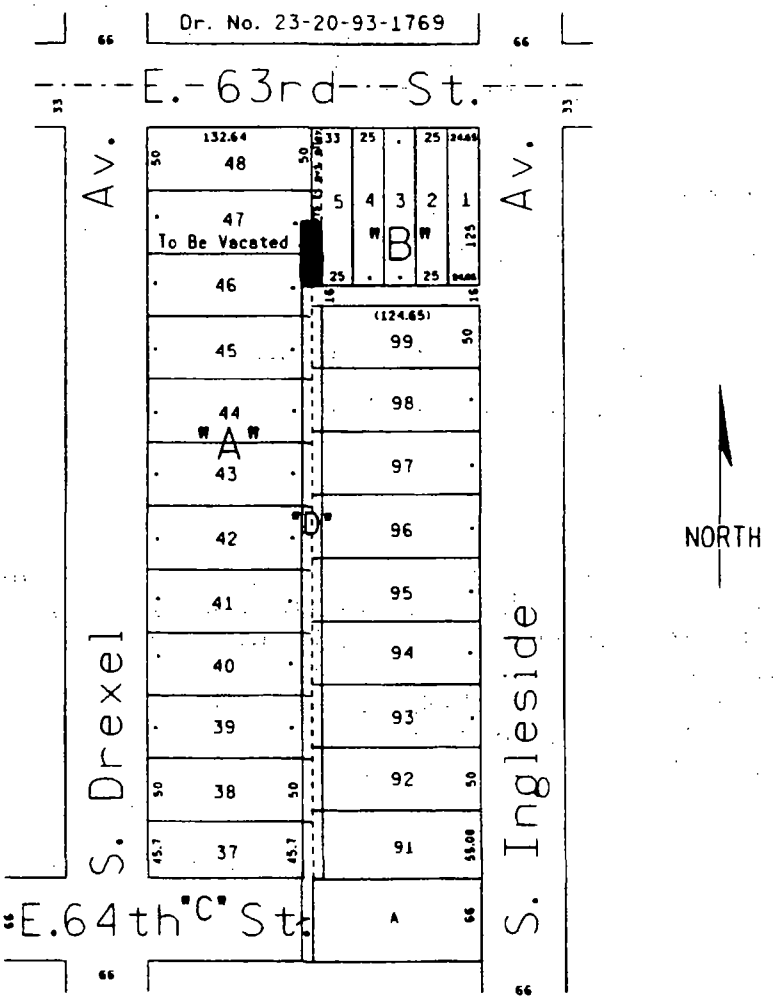
Sub. of Lot 100 in King & Rumsey's Add. to Woodlawn Ridge in NW. 1/4 of Sec 23-38-14.

"C"

Quit Claim Deeds to City of Chicago for public streets.
Rec. July 1, 1898 Doc. # 2706631
Rec. July 29, 1898 Doc. # 2715416

"D"

Ordinance for opening alley btwn. E. 63rd St. & E. 64th St., Drexel Av. & Ingleside Av. passed June 30, 1913.
Order of Possn. by County Court Jan. 12, 1920 Gen'l. #31762
Rec. Mar. 2, 1920 Doc. # 6749419



(Continued from page 54542)

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance passed by the City Council October 7, 1993, appearing on pages 39335 and 39336 of the Journal of the Proceedings of said date, providing for an "Amendment of Ordinance Which Provided for Vacations and Dedications of Portions of Various Streets and Alleys for Extension of Holstein Park"; and

WHEREAS, Said ordinance was not recorded within the ninety (90) day time period as provided in the ordinance; and

WHEREAS, On May 9, 1928, the City Council approved an ordinance (Council Journal of Proceedings, pages 2873 and 2874) providing for various vacations and dedications of portions of various streets and alleys for the extension of Holstein Park; and

WHEREAS, Two small portions of such vacated property have been and remain isolated from Holstein Park by North Oakley Avenue; and

WHEREAS, The Chicago Park District desires the City of Chicago to release the park use restriction, but only as to the small isolated parcels described above, in order to permit the conveyance of such parcels for other than park purposes; now, therefore,

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

SECTION 1. The last sentence of Section 2 of the ordinance approved by the City Council on May 9, 1928 (Council Journal of Proceedings, pages 2873 and 2874) and recorded with the Cook County Recorder of Deeds as Document No. 10197719 is hereby amended by adding the language in italics, as follows:

> It is hereby made a special provision of this ordinance that if any part of the streets or alleys herein vacated, *except the alley located between Lots 1 through 4 and Lot 5 in Block 8, and except the alley located between Lots 25 through 28 and Lot 24 in Block 7,* shall ever be used for other than park purposes, then the vacation *of such streets and alleys* herein provided for shall be null and void, and the ordinance shall be for naught held.

SECTION 2. The amendment herein provided is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Chicago Park District shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, approved by the Superintendent of Maps.

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

AUTHORIZATION FOR TRAFFIC CLOSURE ON PORTION OF SOUTH LOOMIS STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic permanently, South Loomis Street, at the south line of West Madison Street, from the east line of South Loomis Street extending westerly to the west line of South Loomis Street. This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Transportation has requested that South Loomis Street be closed to vehicular traffic; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic permanently, South Loomis Street, at the following location:

at the south line of West Madison Street, from the east line of South Loomis Street extending westerly to the west line of South Loomis Street.

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

REMOVAL OF PAY TELEPHONE FROM PUBLIC WAY AT 8700 SOUTH VINCENNES AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed ordinance calling for the vendor to remove the public pay telephone on the public right-of-way located at 8700 South Vincennes Avenue. This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 10-28-285(f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, provides that "beginning January 1, 1993", the City Council may at any time order the removal of a pay telephone which shall be identified to be operating in the public right-of-way; and whereas, even though said contractor, Northwest Communication I.N.C., has entered into a contract agreement under the Public Pay Telephone Concession Agreement with the City of Chicago, said pay telephone located at 8700 South Vincennes Avenue, Chicago, Illinois is hereby ordered to be removed within fourteen (14) days following City Council approval, from the public right-of-way by said vendor. Any concession telephone that is not removed within this fourteen (14) day period shall be subject to immediate removal by the City of Chicago.

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

CONSIDERATION FOR INSTALLATION OF ILLUMINATOR AT VIETNAM MEMORIAL MONUMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed order authorizing and directing the Commissioner of Transportation to give consideration to the installation of an illuminator at the Vietnam Memorial Monument located at East 91st Street and South Brandon Avenue. This order was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an "Illuminator" at the Vietnam Memorial Monument located at East 91st Street and South Brandon Avneue, which monument was sponsored by the City.

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, July 26, 1994.

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 July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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):

Dunkin Donuts.

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 Dunkin Donuts of 7171 West Irving Park Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 7171 West Irving Park Road.

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

Tom And Eamon McCauley/New City Construction.

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 Tom and Eamon McCauley, New City Construction, 644 West Wrightwood Avenue, Chicago, Illinois 60614 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 635 -- 637 West Wrightwood Avenue.

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

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MACKINAW AVENUE AS "REVEREND C. L. DAVIS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 actions necessary to honorarily designate South Mackinaw Avenue, from East 90th Street to East 91st Street, as "Reverend C. L. Davis Drive". This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Mackinaw Avenue, from East 90th Street to East 91st Street, memorializing the street to "Reverend C. L. Davis Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH CALUMET AVENUE AS "FINIS EWUIN HENDERSON, JR. STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Calumet Avenue, from East 35th Street to East 37th Street, as "Finis Ewuin Henderson, Jr. Street". This order was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Calumet Avenue, from East 35th Street to East 37th Street, memorializing the street to "Finis Ewuin Henderson, Jr. Street".

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF NORTH SPAULDING AVENUE AS "MAURICE NORFLEET AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed ordinance authorizing and directing the Commissioner of Transportation to take the action necessary to honorarily designate North Spaulding Avenue, from West Ohio Street to West Chicago Avenue as "Maurice Norfleet Avenue". This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City's Department of Transportation is hereby authorized and directed to allow honorary street signs for North Spaulding Avenue, between West Ohio Street and West Chicago Avenue. The honorary signs shall designate that portion of North Spaulding Avenue as "Maurice Norfleet Avenue".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF WEST 45TH STREET AS "JAMES C. VITNER DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 26, 1994.

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 proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West 45th Street, from 4400 to 4500, as "James C. Vitner Drive". This ordinance was referred to the committee on July 13, 1994.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460, of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of West 45th Street, from 4400 -- 4500, as "James C. Vitner Drive".

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

Action Deferred -- AUTHORIZATION FOR USE AGREEMENT WITH NORTHWIND, INCORPORATED FOR NONEXCLUSIVE RIGHT TO USE PUBLIC WAY AND PUBLIC PROPERTY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF DISTRICT COOLING SYSTEM.

The Committee on Transportation and Public Way submitted the following report which was, on motion of Alderman Huels and Alderman Burke *Deferred* and ordered published:

CHICAGO, August 2, 1994.

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 proposed ordinance authorizing the City to enter into an agreement with Northwind, Incorporated, which would give Northwind, Incorporated the nonexclusive right to use the public way and other public properties for the construction, operation and maintenance of a District Cooling System. This ordinance was referred to the committee on July 13, 1994.

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.

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

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs included, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare . . . ."; and

WHEREAS, Various persons are applying to the City to provide "District Energy Systems" wherein multiple buildings in a specified area or "District" are provided with thermal energy (e.g. steam or hot or chilled water) from a central facility; and

WHEREAS, It is the policy of the City of Chicago (the "City") to encourage the development of economical energy options in the City, including District Energy Systems; and

WHEREAS, The City's policy regarding the District Energy Systems is to advance the following goals:

(1) enhance the City's competitiveness and growth by facilitating efficient energy use;

(2) encourage a competitive market for energy services;

(3) maintain equitable City policies between and among competing providers; and

(4) meet environmental regulation requirements; and

WHEREAS, Northwind, Inc. ("Grantee") wishes to construct and operate in the City a "District Cooling System" (as defined in Exhibit A attached hereto); and

WHEREAS, Grantee's District Cooling System has the potential to enhance the City's competitiveness and growth by facilitating efficient energy use, by encouraging a competitive market for energy services, by promoting a cleaner environment, and by meeting environmental regulation requirements; and

WHEREAS, On March 23, 1994, Grantee was authorized by the Chicago City Council to construct a plant for its District Cooling System as part of a planned development as recommended by the Chicago Plan Commission, such plant to be located at the corner of State Street and Adams Street, specifically at 135 -- 141 South State Street and 2 -- 14 East Adams Street; and

WHEREAS, In order to construct and operate its District Cooling System, Grantee must construct and install "Distribution Facilities" (as defined in Exhibit A attached hereto) in certain of the streets and public ways of the City; and

WHEREAS, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the public ways of the City to construct and operate its District Cooling System; now, therefore,

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

SECTION 1. Subject to the approval of the Corporation Counsel, the Mayor, the City Clerk, the Commissioner of the Department of Environment, the Commissioner of the Department of Transportation and the Director of the Department of Revenue are hereby authorized to enter into and execute on behalf of the City, a District Cooling Use Agreement (the "Agreement") substantially in the form attached hereto as Exhibit A, subject to such changes as such officials shall approve, their signatures being conclusive of their acceptance of such changes.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

District Cooling System Use Agreement

Between

City Of Chicago, Illinois

And

Northwind, Incorporated.

This District Cooling System Use Agreement (the "Agreement"), made and executed as of this___day of _____, 1994 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Northwind, Incorporated, an Illinois corporation (the "Grantee") and a wholly owned subsidiary of CECo Enterprises, a corporation ("CECo"):

Witnesseth:

Whereas, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare . . . .";and

Whereas, Various persons are applying to the City to provide "District Energy Systems" wherein multiple buildings in a specified area or "District" are provided with thermal energy (e.g. steam or hot or chilled water) from a central facility; and

Whereas, It is the policy of the City of Chicago (the "City") to encourage the development of economical energy options in the City, including District Energy Systems; and

Whereas, The City's policy regarding District Energy System is to advance the following goals:

(1) enhance the City's competitiveness and growth by facilitating efficient energy use;

(2) encourage a competitive market for energy services;

(3) maintain equitable City policies between and among competing providers; and

(4) meet environmental regulation requirements; and

Whereas, Grantee wishes to construct and operate in the City a "District Cooling System" (as hereinafter defined); and

Whereas, In order to construct and operate its District Cooling System, Grantee must construct and install "Distribution Facilities" (as hereinafter defined) in certain of the "Public Ways" (as herein defined) of the City; and

Whereas, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the Public Ways of the City to construct, install and maintain its Distribution System; and

Whereas, Grantee's District Cooling System has the potential to enhance the City's competitiveness and growth by facilitating efficient energy use, by encouraging a competitive market for energy services, by promoting a cleaner environment, and by meeting environmental regulation requirements;

Now, Therefore, It is hereby agreed by the parties hereto, as follows:

Section 1.

Definitions.

"Additional Distribution Facilities" shall mean Distribution Facilities associated with Approved Plants approved subsequent to the First Plant.

"Adjustment Dates" shall mean January 1, 2000, January 1, 2005 and January 1, 2010.

"Affiliate", with respect to any entity, shall include any subsidiary or parent or intermediary corporation of such entity or any entity which is under control of a parent, subsidiary or intermediary of such entity or any other entity which is capable of exercising as substantial degree of control over such entity through ownership of stock or partnership interests in such entity. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity. In the case of tax exempt organizations, the term "Affiliate" shall also include tax exempt organizations which are related for purposes of unrelated business income determinations made in accordance with Sections 511 through 514 of the Internal Revenue Code and corresponding regulations, case law and Internal Revenue Service rulings.

"Approved Plant" shall mean a Plant which has been approved as to location and nature by ordinance of the City Council as part of a planned development or other similar process and all applicable permits and approvals under this Agreement, the Code and under regulations established by the City pursuant to its district heating and cooling policy, have been received. Grantee's First Approved Plant was approved by ordinance dated March 23, 1994 and is described in Exhibit 1 ("First Plant").

"Freight Tunnels" shall mean the freight tunnels running below certain streets of the City.

"City" shall mean the City of Chicago, Illinois acting through its Department of Environment or its successor, except as otherwise noted.

"City Council" shall mean the City Council of Chicago.

"Code" shall mean the Municipal Code of Chicago (1990), as amended from time to time.

"Compensation Year" shall be a twelve-month period during the term of the Agreement beginning on January 1 and ending on December 31, provided that the first compensation year shall begin on the effective date of this Agreement and end on December 31, 1995.

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's District Cooling System or any part hereof. A Contractor may be an Affiliate.

"Distribution Facilities" shall mean the conduits and associated production and distribution pipeline equipment, conduits, fixtures and

other instrumentalities and appurtenances to be installed and constructed by Grantee pursuant to the terms of this Agreement in the Public Ways of the purpose of providing district cooling chilled water and related air conditioning to Grantee's customers. The Distribution Facilities collectively includes the Initial Distribution Facilities and Additional Distribution Facilities.

"District Cooling Services" or "Services" shall mean the provision of localized cooling services and related air conditioning to customers by the supply of chilled water through a District Cooling System.

"District Cooling System" for purposes of this Agreement shall mean collectively all Approved Plants and Distribution Facilities used by Grantee to provide district cooling chilled water and related air conditioning service generated by an Approved Plant(s) to its customers within the City on a contractual basis. A District Cooling System is a type of District Energy System.

"District Energy System" shall mean a heating and/or cooling system which uses thermal energy (hot or chilled water) from a central plant to service multiple buildings in an area.

"General Compensation" shall mean amounts Grantee is required to pay to the City pursuant to Section 5.1 of this Agreement.

"Grantee" shall mean Northwind Incorporated, a wholly-owned subsidiary of CECo Enterprises.

"Initial Distribution Facilities" shall mean the Distribution Facilities associated with the First Plant, as described in Exhibits 1 and 2, subject to amendment as set forth in Section 7.1.1.

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

"Ordinance" shall mean the ordinance adopted on _____, by the City Council authorizing execution of this Agreement.

"Plant" shall mean a chilling plant and/or ice production plant that produces the chilled water transmitted or distributed through the Distribution Facilities to provide the Services.

"Public Ways" shall mean the surface, the air space above the surface and the area below the surface of any right-of-way and public street and any highway, lane, path, alley, sidewalk, boulevard, drive, bridge, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way in which the City has jurisdiction, and any

temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee the use thereof for the purpose of installing or maintaining Grantee's District Cooling Facilities. The term "Public Ways" shall be deemed not to include the Chicago Freight Tunnels except as specifically referred to herein.

"Total Gross Billings" shall mean the sum of (1) all amounts billed by Grantee and/or due to Grantee to be paid in cash, credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, Grantee's operation, lease, exchange or use of its District Cooling System from all Approved Plants, or sale or lease of District Cooling System within the City, whether or not such amounts are actually collected and (2) any other revenue arising from the possession by Grantee of its rights under this Agreement. If Grantee does not bill a particular customer (including an Affiliate of Grantee) for Services provided by Grantee then there shall be imputed as billings included within Total Gross Billings an amount equal to the billings that would have been billed by Grantee to a like customer for the provision of Services identical or as closely similar as possible in usage and nature to the Services being provided to the customer not being billed. If Grantee does not bill itself for Services provided for its own internal use beyond the use needed for operation of Grantee's District Cooling System, there shall be imputed as billings included within Total Gross Billings, the amount that would have been billed to a like customer for Services identical or as closely similar in nature and usage as possible to the Services being so used by Grantee. No expenses or allowances shall be deducted from Total Gross Billings. Total Gross Billings shall include only amounts related solely to Grantee's Chicago-based operations.

Section 2.

Grant Of Rights.

Section 2.1 Grant Of Rights.

The City hereby grants to Northwind, Inc., as Grantee, the non-exclusive right to construct, install, repair, operate and maintain a District Cooling System consisting of one or more Approved Plants and associated Distribution Facilities in Chicago on the terms and conditions set forth herein; provided, however, that no work on a Plant may commence until it is an Approved Plant and all applicable procedures and permits required under this Agreement and the Code have been met; and provided further that no Additional Distribution Facilities may be constructed or installed in the

Public Ways until this Agreement has been amended pursuant to City Council authorization to incorporate such Additional Distribution Facilities as set forth in Section 7.1.2. This Agreement does not contemplate use by Grantee of the Freight Tunnels. Should Grantee wish to use any part of the Freight Tunnels for its District Cooling System, the provisions of Section 9 shall govern. This Agreement does not permit the lease of Grantee's System or any part thereof except as permitted in this Agreement.

Section 2.2 Term And Initial Expiration Date.

Subject to the survival of certain rights of the City to be indemnified and to have Grantee's District Cooling System removed and the Public Ways restored as set forth in this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate, unless extended or renewed as provided herein, on December 31, 2015 (the "Initial Expiration Date").

Section 2.3 Right Of Renegotiation Of Certain Provisions.

2.3.1 Adjustments To Compensation.

The City reserves the right to modify or to renegotiate the amount, nature and terms of General Compensation to be paid by Grantee for use of the Public Ways during the term of this Agreement. Except as provided in Section 2.3.2, any adjustment to General Compensation ("Adjusted Compensation") shall become effective on the next succeeding Adjustment Date. In order to renegotiate General Compensation, the City shall give written notice to Grantee at least one hundred twenty (120) days prior to the Adjustment Date for which the Adjusted Compensation will become effective. Said notice shall contain the City's proposed schedule of Adjusted Compensation. Grantee shall be given a reasonable opportunity to discuss an increase in General Compensation with the Director of the Department of Revenue. The terms of any such Adjusted Compensation shall be reflected in an amendment to this Agreement and shall be fair and reasonable. No such Adjusted Compensation may reduce the rate of General Compensation to be paid by Grantee without the approval of the City Council. No such Adjusted Compensation shall increase the compensation to be paid by Grantee to more than four percent (4%) of its Total Gross Billings. No later than sixty (60) days prior to each Adjustment Date, the Director of the Department of Revenue shall notify the Chairman of the Committee of the City Council having jurisdiction over the use of and compensation for the Public Ways regarding the status of any renegotiation and the proposed schedule of Adjusted Compensation.

2.3.2 Dispute Resolution.

Except as set forth in Section 2.3.1, Grantee shall not challenge any increase in Adjusted Compensation up to and including three percent (3%) of Grantee's Total Gross Billings. If the amount of proposed Adjusted Compensation exceeds three percent (3%) of Grantee's Total Gross Billings, and if Grantee shall in faith maintain that the amount of any Adjusted Compensation in excess of such three percent (3%) proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, given the value of the privileges granted to Grantee pursuant to this Agreement, Grantee shall enter into negotiations with the City as expeditiously as possible to reach an agreement as to Adjusted Compensation prior to the applicable Adjustment Date. In the event that an agreement as to proposed Adjusted Compensation over three percent (3%) of Total Gross Billings is not reached within ninety (90) days, Grantee shall have the right to make a demand for arbitration in writing to the City within thirty (30) days after such Adjustment Date. If no such demand is timely made, the proposed Adjusted Compensation shall become effective, retroactively from the proposed Adjustment Date. In the event of a timely demand for arbitration, the City and Grantee shall each appoint an arbitrator, and a third arbitrator shall be appointed by the arbitrators so appointed. Each arbitrator shall have at least five (5) years of experience in the field of rights-of-way or land valuation. Pursuant to the then current rules of the American Arbitration Association, or any successor organization, an arbitration shall be held as expeditiously as possible.

Unless the majority of the arbitrators shall conclude that such Adjusted Compensation is excessive or unreasonable, Grantee shall be bound to pay the Adjusted Compensation, retroactive to the applicable Adjustment Date. If a majority of the arbitrators shall decide such Adjusted Compensation is excessive or unreasonable, then the City shall withdraw the proposed schedule of Adjusted Compensation and Grantee shall pay the greater of three percent (3%) of Total Gross Billings or the rate of General Compensation previously in effect; provided that the City may substitute a new rate of Adjusted Compensation, retroactively effective to the applicable Adjustment Date. The notice periods and dispute resolution procedures of this Section 2.3.2 shall be applied to the extent possible to any substituted Adjusted Compensation. Notwithstanding anything to the contrary in this Section 2.3.2, however, Grantee shall be bound by any arbitration decision rendered by a similar panel of arbitrators regarding the same proposed Adjusted Compensation as would be applicable to Grantee for similar privileges; provided that Grantee shall have been given due notice and a full and fair opportunity to participate in such arbitration proceedings and to give evidence therein. Failure by Grantee to object to the City's proposed Adjusted Compensation within the time provided in this Section 2.3.2 shall act as a waiver and Grantee shall be obligated to pay or provide, as the case may be, the Adjusted Compensation from the applicable Adjustment Date.

Section 2.4 Interim Extension In The Absence Of Default Or Termination.

If, on the Initial Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated. Said interim extension period shall not extend beyond a date of sixty (60) days after the Initial Expiration Date, after which date this Agreement shall be considered terminated and all rights of the Grantee to use the Public Ways to provide the Services shall cease; provided, however, that the City may extend this Agreement at its sole option for two consecutive one-year periods.

Section 2.5 Renewal.

At any time during the last Compensation Year occurring prior to the Initial Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any particular terms or renewal of the rights granted by this Agreement, if the City determines such terms or the renewal of this Agreement is not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to City Council approval, modification, or rejection in its sole discretion.

Section 2.6 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this Agreement, Grantee shall be liable to the City for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance, or operations of Grantee's District Cooling System or the provision of Services as if the acts or omissions of such entity were the acts or omissions of Grantee.

Section 3.

Nature Of Limitation Of Rights Granted.

Section 3.1 Rights Not Exclusive.

This is a nonexclusive grant to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Public Ways for any public purpose.

Section 3.2 Other Permittees.

This grant is nonexclusive and the City does not agree to restrict the number of franchises, licenses, use agreements or permits of any kind in all or any part of the City, including, but not limited to, such arrangements made regarding other District Energy Systems or providers of Services. The grant and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the grant and authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

Section 3.3 City's Rights Over Public Ways.

3.3.1 City's Authority Is Paramount.

Grantee acknowledges and accepts at its own risk that the City may make use in the future of the Public Ways in which Grantee's District Cooling System or any portion thereof is located in a manner inconsistent with Grantee's use of thereof.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police and/or proprietary powers, to modify, vacate, or transfer what is now the Public Way for a public purpose. At Grantee's own risk, the City has a predominant right to use the Public Ways in the placement, maintenance, and repair of sewers, water mains, telecommunications and other utility facilities or to require that Grantee relocate or remove any part of the District Cooling System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Public Ways for public transportation purposes. The permit referred to in Section 13.1 may be amended or revoked in whole or in part by the Commissioner of the Department of Environment, in consultation with the Commissioner of the Department of Transportation, should such Commissioner consider it necessary or advisable for a public purpose or that the continued operation of Grantee's Distribution System in whole or part would be injurious with the public health or safety. Grantee shall make no claims for costs or damages against the City by reason of such removal or relocation. Upon thirty (30) days written notice to Grantee of

partial or complete revocation of permit from the Commissioner of the Department of Environment, Grantee shall remove, modify, replace, or relocate its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace, or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of the Department of Transportation may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee on demand. In the event the City exercises its predominant right to use any part of the Public Way for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any facilities comprising a part of the Distribution Facilities which are removed and in avoiding disruption to Grantee's District Cooling System or Services to the extent such disruption is not reasonably required. In an emergency, as determined by the City, the City may order Grantee to remove, relocate or deactivate its facilities within forty-eight (48) hours.

3.3.3

Grantee shall, in coordination with the City's police and fire departments, establish standard operating procedures for emergency situations. Grantee shall maintain adequate local offices to provide repairs and maintenance services and personnel available to address both concerns arising during normal business hours and 24 hour emergency service. The City shall be informed as to the location and telephone number of Grantee's regular office and of its emergency representative. Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or to take action which results in damage to any of Grantee's District Cooling System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City and upon reasonable notice, depending on the circumstances, but not, in any case, exceeding thirty (30) days (unless Grantee shall reasonably demonstrate to the City that more than thirty (30) days shall be required, in which case, such longer period as the City may reasonably determine) Grantee may temporarily raise, lower, or remove its pipes as may be necessary for the performance of the work so permitted, subject to payment in advance to the Grantee of the direct and indirect expenses of such temporary move by the permit holder, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install, its Distribution System in such a fashion as to unduly burden the present or future use of the Public Ways or to exclude other present or future users of the Public Ways, including, but not limited to, other District Energy Systems or providers of Services. In designing its Distribution System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs, based upon Grantee's business plan which shall be submitted to the City prior to the issuance of any permit pursuant to Section 13.1. Such business plan shall include a list of current and reasonably anticipated customers of the Services, together with copies of all available letters of intent. The Commissioner of the Department of Environment, in consultation with the Department of Transportation, is authorized to regulate the size of the Distribution System to be used by Grantee in the Public Way. In the event that the City shall determine that any portion of Grantee's District Cooling System, either planned or constructed, unduly burdens any portion of the Public Ways for present or future use, Grantee shall be required either to modify its plans for construction of its Distribution System, or to take such actions as the City shall determine for the sake of public convenience to eliminate the problem within the time provided by the City and the Code.

Section 3.5 Police Power.

(a) The City expressly reserves, and the Grantee expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power, provided that such ordinances, rules or regulations shall be reasonable and not unconstitutionally in conflict with the rights granted in this Agreement.

(b) The City, by the granting of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in the City under the Constitution and statutes of the State of Illinois and under the Code. Grantee, by its acceptance of this Agreement, agrees that all lawful regulatory powers and rights, as may be from time to time vested in the City, shall be in full force and effect and subject to the exercise thereof by the City, at any time from time to time. The exercise of these lawful powers and rights shall not unconstitutionally conflict with the rights granted in this Agreement.

Section 3.6 Furnishing Of Information.

Grantee shall furnish to the City's Department of Revenue, such information as may be required at such times by such Department (including customer lists, if so required), to effect compliance by Grantee and

Grantee's customers with any ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of its District Cooling System pursuant to this Agreement. Grantee also specifically acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of any City tax, or the obtaining of any City licenses. Breaching the provisions of this Section 3.6 shall be a default under this Agreement.

Section 4.

Change Of Control. Assignment And Sublease.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Except as otherwise provided herein, Grantee shall not transfer or assign the rights granted in this Agreement or its ownership or operation of its District Cooling System, or any portion thereof through sale, merger, corporate reorganization, consolidation, leaseback or any other manner or transfer or assign in any manner conduit or other space occupied by its District Cooling System, without the prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Agreement. The sale, transfer or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of Environment within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this Agreement and amendments thereto, provide proof of legal, technical, financial, and character qualifications as reasonably determined by the City, and provide disclosure of ownership interests as required by Chapter 2-154 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly-owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of Environment and the Corporation Counsel as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Transfer Of Control Of Grantee.

Prior approval of City Council, which shall not be unreasonably withheld, shall be required where ownership of fifty percent (50%) or more of the control of Grantee is acquired during the term of this Agreement in any transaction or series of transactions by a person or one or more of persons acting in concert, none of whom owned or controlled fifty percent (50%) or more of the right to control Grantee, singly or collectively, on the effective date of this Agreement. By its acceptance of this Agreement, Grantee specifically agrees that any such acquisition occurring without prior to approval of the City Council shall void the rights granted under this Agreement. This provision shall apply to any limited partnership wherein fifty percent (50%) or more of the control of Grantee is to be transferred to limited partners or to a general partner which is not Grantee.

4.1.5 Pledge Of Controlling Interests Or Assets.

Prior City Council approval shall not be required for a transfer or pledge in trust, mortgage, or hypothecation of Grantee's partnership interests or common stock, as the case may be, or portions of Grantee's District Cooling System in whole or in part to secure an indebtedness except where such pledge shall involve hypothecation of more than seventy-five percent (75%) of the fair market value of Grantee's District Cooling System. Prior consent of City Council shall be required for such pledge or transfer in trust of more than seventy-five percent (75%) of the fair market value of Grantee's District Cooling System, and said consent shall not be withheld unreasonably. Any such pledge or transfer in trust does not imply any right of the pledgee to assume any rights hereunder without City Council approval.

4.1.6 Disclosure Of Ownership.

Grantee must submit to the Department of Environment, the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or

any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Department of Environment in the event ownership of ten percent (10%) of control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the Effective Date.

(A) Grantee shall furnish to the City's Department of Revenue, such information as may be required at such times by such Department (including customer lists, if so required), to effect compliance by Grantee and Grantee's customers with any ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of its District Cooling System pursuant to this Agreement which information is proprietary and shall be held confidential subject to Section 14.1. Grantee also specifically acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of any City tax, or the obtaining of any City licenses. Breaching the provisions of this Subparagraph A shall be a default under this Agreement.

Section 5.

Compensation.

Section 5.1 General Compensation.

Grantee agrees to pay the City as General Compensation during each Compensation Year for the use of the Public Ways throughout the duration of this Agreement (subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to the General Compensation as set forth below. The General Compensation during the Compensation Year ending December 31, 1995 shall be the greater of $50,000 or two percent (2%) of Grantee's Total Gross Billings. The General Compensation during the Compensation Year ending December 31, 1996 shall be the greater of $70,000 or two percent (2%) of Grantee's Total Gross Billings. For each Compensation Year beginning in the 1997 Compensation Year (subject to the City's rights of adjustment set forth in Section 2.3 hereof and to adjustments made pursuant to Section 7.1.2); the General Compensation fees shall be two percent (2%) of Total Gross Billings; but in no case shall the General Compensation for any Compensation Year beginning in 1997 be less than $70,000 (subject to adjustment pursuant to Section 7.1.2), adjusted for the rate of inflation pursuant to the Consumer Price Index for Urban Areas.

5.1.1 Calculation And Payment On A Monthly Basis.

Grantee shall pay to the Director of the Department of Revenue for each month during a Compensation Year an amount equal to the greater of:

(a) a percentage of applicable minimum fixed fee described in Section 5.1, calculated on the basis of the amount of such minimum fee divided by the number of months in such Compensation Year; or

(b) the estimated Annual Gross Billings Based Fee for such month.

The greater of (a) or (b) above shall be referred to as the "Monthly Payment". Grantee shall forward by check or money order an amount equal to the Monthly Payment by the fifteenth (15th) day of the calendar month immediately following the month for which such Monthly Payment is due. Any necessary prorations shall be made.

5.1.2 Recalculation At End Of Each Compensation Year.

At the end of each Compensation Year, Grantee shall recalculate the total General Compensation actually due pursuant to Section 5.1 hereof. Such results shall be audited pursuant to Section 5.5.3 hereof. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Compensation Year following the Compensation Year during which such amounts were originally due. If Grantee has overpaid the City, the excess shall be taken as a credit against future compensation due the City pursuant to this Agreement, or if the Agreement is terminated, refunded to the extent such overpayment exceeds amounts due under Section 10.4. Any necessary prorations shall be made. On or before July 1 of each year, Grantee shall provide the City with its best estimates of General Compensation for the following calendar year.

5.1.3 Not A Tax.

Payment by Grantee to the City of the General Compensation and other fees and compensation set forth in Section 5 in this Agreement are compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local, and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.1.4 No Right Of Setoff.

All payments due to the City from Grantee pursuant to this Agreement shall be paid without counter-claim, setoff, deduction, or defense. In the event Grantee does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the City shall have the right to, without incurring any liability to Grantee, its customers or any third person, pursue any and all remedies available to it at law or in equity, including without limitation, revocation of this Agreement and the permit described in Section 11.1.

Section 5.2 Most Favored Vendee Status; Favorable City Treatment.

During the term of this Agreement, the Grantee shall always treat the City as a "most favored vendee". In the event that the City shall desire to contract for the purchase, lease, or other use of any Services provided by Grantee, or any affiliate of Grantee, Grantee shall, subject to applicable law, offer the City contract terms and conditions no less favorable (including but not limited to, rate of compensation, warranties, and payment) than the most advantageous terms and conditions offered to and accepted by any of Grantee's customers on similar or identical transactions. Contracts negotiated with the City for the provision of Services shall be amended to include any more favorable terms included in any other customer's contract related to rates and discounts.

Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the General Compensation or the legality or provision of any other compensation which may be negotiated throughout the term of this Agreement, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payments of the General Compensation and the provision of the Additional Compensation, Grantee shall pay all fees and deposits necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its District Cooling System.

5.5 Financial Audit.

5.5.1 Records.

(A) Grantee shall maintain accurate, complete and satisfactory books of accounts and records of its operations within the City to show Total Gross Billings, on a monthly basis and by service category, consistent with generally accepted accounting principles. To the extent practicable and required to verify the amount of the General Compensation payable to the City and compliance with any other term of this agreement, all such books of accounts and records as well as representatives of franchise holder shall be made available to City for inspection and/or examination during normal business hours, upon reasonable prior notice, at Grantee's principal office or other office in Chicago. In the event the principal office is not located in Chicago, Grantee shall bear all the expenses of copying and transmitting said books of accounts and records to the City or all costs of the City, including but not limited to meals, hotels, and transportation, in travelling to the principal office of Grantee.

5.5.2 Annual Audit.

Annually, beginning in 1996 no later than August 30th of every Compensation Year during which this Agreement remains in force, Grantee shall supply to the City a copy of said financial statements and a certificate from an independent certified public accountant attesting to an audit showing that the amounts of compensation paid under Section 5.1 for the prior Compensation Year were in compliance with the provisions of Section 5.1 as to General Compensation. The City acknowledges that the financial statements so provided by Grantee are proprietary in nature and shall be held as confidential, subject to the provisions of Section 14.1 hereof.

5.5.3 City Right Of Audit.

The City reserves the right, upon ten (10) days written notice to audit and review the records serving as the basis for such audit, which records shall also be regarded as proprietary and confidential subject to the provisions of Section 14.1 hereof. In the event the independent audit ordered by the City properly determines that Grantee's General Compensation paid to the City was underpaid in the prior Compensation Year by more than five percent (5%), Grantee shall bear the cost of the City's audit.

Section 6.

Insurance, Indemnification, Surety Bond And Letter Of Credit.

Section 6.1 Insurance.

On or prior to any commencement of construction of Grantee's Initial Distribution System and in no event later than thirty (30) days following the Effective Date of this Agreement (unless such 30-day period is extended by the City) and at all times thereafter during the term of this Agreement, and thereafter during such time as may be required to remove Grantee's Distribution Facilities and restore the Public Ways or public property where such Distribution Facilities were constructed), Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management the types of insurance specified below with insurance companies authorized to do business in the State of Illinois with a financial rating acceptable to the City in the exercise of its reasonable discretion, covering all operations under this Agreement, whether performed by Grantee or its Contractors. The kinds and amounts of insurance required are as follows:

(A) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. 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 or Comprehensive General Liability (Broad form) Insurance with limits of not less than $10,000,000 per occurrence, for bodily injury, personal injury and property damage liability shall be obtained. Products/completed operation, independent contractors, contractual liability, broad form property damage, sudden and accidental pollution, explosion, collapse and underground coverages are to be included. Coverages shall not contain any exclusions unacceptable to the Comptroller's Risk Management Office. The City is to be named as an additional insured without recourse or right of contribution for any liability arising from the work. Any self-insured retention provision must be approved in advance by the City Comptroller's Office of Risk Management.

(C) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AARAASHTO form) in the name of the transit/railroad entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A $6,000,000 annual aggregate may apply.

(D) Automobile Liability Insurance (Primary and Umbrella).

When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain 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 is to be named as an additional insured.

(E) Professional Liability.

When any architects, engineers or consulting firms perform work in connection with Grantee's Distribution System, Professional Liability Insurance shall be maintained with limits of $1,000,000. The policy shall be written for the full term of the Agreement and the policy shall have extended reporting periods of three years. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of the project under this Agreement. Coverage shall include blanket contractual liability.

Grantee will furnish the City of Chicago, Risk Management Department, DePaul Center, 333 South State Street, Room 400, Chicago, Illinois 60604, original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, of such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The insurance hereinbefore specified shall be carried through the period of the Agreement. Failure to carry or keep such insurance in force may constitute a violation of the Agreement, and the City maintains the right to exercise whatever rights and remedies it may have in law or in equity until proper evidence of insurance is provided. In lieu of the foregoing coverages, Grantee may self-insure to the extent acceptable to the City's Risk

Management if it provides for a Certificate of Self-Insurance acceptable to the Risk Manager.

The insurance shall provide for thirty (30) days prior written notice to be given to the Department of Purchases and the Risk Management Office in the event coverage is substantially changed, canceled or non-renewed.

Grantee shall require all Contractors to carry the insurance required herein, or Grantee may provide the coverage for any or all Contractors, and, if so, the evidence of insurance submitted shall so stipulate.

Grantee expressly understands and agrees that any insurance coverages and limits furnished by Grantee shall in no way limit the Grantee's liabilities and responsibilities specified within this Agreement or by law.

Grantee and each Contractor agree that insurer shall waive their rights of subrogation against the City of Chicago. If any policy required to be purchased pursuant to this Agreement is subject to a deductible or similar provision limiting or reducing coverage, the deductible shall be paid by Grantee in the event of a loss occasioned by Grantee or any Contractor's negligence or intentional acts.

Section 6.2 Bond.

Grantee shall, not later than the Effective Date, obtain a bond running to the City, which may be annually renewable or multi-year, running to the City with good and sufficient corporate surety acceptable to the City Comptroller in his reasonable discretion, with a minimum amount of Five Million Dollars ($5,000,000). Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal, relocation or abandonment of Grantee's District Cooling System or a portion thereof at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of General Compensation by Grantee, including principal and overdue interest, if any, and liquidated damages, if any, in case of default and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such reasonable additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, reasonable attorneys fees and the cost of any action or proceeding or judgment against the City, the reasonable cost of removal, relocation or abandonment of Grantee's facilities, and the cost of any reasonable auditing costs and fees. For the City to recover from the surety or from the Grantee under this section for removal, relocation, alteration, repair, maintenance or restoration of Grantee's structures, it is not necessary that the City first perform such work. The Commissioner of

the Department of Transportation is hereby authorized to determine the reasonable cost of performing said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and bonding. The bond shall provide and Grantee agrees that, upon receiving written notification from the Commissioner of the Department of Transportation of the reasonable cost of said removal and restoration, the Grantee and the surety shall pay said amount upon demand together with other reasonable related costs occasioned by any such default.

Section 6.3 Letter Of Credit.

In lieu of the bond described in Section 6.2, and at the request of the Commissioner of the Department of Environment, Grantee shall provide the City with a letter of credit in the principal amount of Five Million Dollars ($5,000,000). Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this Agreement and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's facilities. Said letter of credit shall provide that if Grantee fails to pay the City any General Compensation due the City within the time fixed in this Agreement; or fails to repay the City within ten (10) days any reasonable damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this Agreement; or fails after three (3) days notice of such failure to comply with any provisions of this Agreement which the Commissioner of the Department of Transportation reasonably determines can be remedied by a draw on the letter of credit, the City can immediately request payment of the amount of the deficiency, with interest and penalties, if any, from the letter of credit. Upon such request for payment, the City shall notify the Grantee of the amount and date thereof. If amounts are drawn under the letter of credit, Grantee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any other rights it may have pursuant to this Agreement or under law. The form of the letter of credit shall be approved by the Corporation Counsel.

Section 6.4 Replacement Bond Or Letter Of Credit.

The bond described in Section 6.2 or letter of credit described in Section 6.3 shall contain a covenant or endorsement of the surety or the issuer of the letter of credit, as the case may be, to provide sixty (60) days advance written notice by registered mail of such surety's or issuer's intention to terminate,

substantially change, or not to renew such bond or letter of credit to the Corporation Counsel and the Grantee. In the event of any of the foregoing notices being given, Grantee shall obtain, pay premiums for, and file with the City's Corporation Counsel a replacement bond or letter of credit as the case may be, which shall begin coverage on or prior to the proposed effective date of such termination, substantial change or non-renewal ("Cancellation Date"); provided, however, that no replacement bond or replacement letter of credit, as the case may be, shall meet the requirements of Section 6 unless it has been approved by the Corporation Counsel on or prior to the Cancellation Date of the bond, or letter of credit being replaced. The City shall approve or reject in writing any proposed replacement bond within thirty (30) business days of submission to the Corporation Counsel. In the event Grantee is unable to procure a replacement bond meeting the requirements of Section 6.2 or a replacement letter of credit meeting the requirements of Section 6.3 by the Cancellation Date, then Grantee can satisfy the requirements of Section 6.1 by depositing the sum of Five Million Dollars ($5,000,000) on or prior to the Cancellation Date into an escrow account for the benefit of the City, which escrow account would be held by a trustee of the City's choosing pursuant to an escrow agreement reasonably satisfactory to the Corporation Counsel.

Section 6.5 Failure To Comply Is Material Breach.

Except as permitted by Section 6.1, failure to carry the insurance required by Section 6.1 throughout the period set forth in Section 6.1 shall constitute a material breach of this Agreement. Except as permitted by Section 6.4, failure to maintain in force a bond meeting the requirements of Section 6.2 or a letter of credit meeting the requirements of Section 6.3 shall constitute a material breach of this Agreement. Upon any such material breach, without requirement for any hearing or notice, the permit described in Section 13.1 shall be automatically suspended without further action by the City. Upon such suspension, no further work related to Grantee's District Cooling System shall be permitted and Grantee shall immediately cease operation of its District Cooling System. Such permit is subject to reinstatement by the City upon compliance by Grantee with the requirements of Sections 6.1 and 6.2 and satisfaction by Grantee of such conditions as the City shall determine are necessary for protection of the City. The City further reserves the right to remove or cause the removal of any or all of Grantee's facilities in the Public Ways subject to this Agreement. The parties hereto agree that a material breach of Sections 6.1 and 6.2 creates irreparable harm against the City for which an injunction is proper.

Section 6.6 Right To Require Replacement Of Bond (Or Letter Of Credit) Or Insurance.

If the financial condition of any bonding or insurance company (or letter of credit issuer) issuing a performance bond (or letter of credit) or insurance

policy pursuant to Section 6 materially and adversely changes, the City may, at any time, require that any such bond (or letter of credit) or insurance policy be replaced with such other bond (or letter of credit) or insurance policy consistent with the requirements set forth in this Section.

Section 6.7 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond (or letter of credit) or insurance policies referred to herein or replace or cancel said bond (or letter of credit) or insurance policies without prior approval of the City Comptroller's Office of Risk Management (in the case of the insurance policies) or the Corporation Counsel (in the case of the bond or letter of credit).

Section 6.8 City Comptroller's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum limits of such insurance policies, at the end of the policy terms, upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after the date of notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum limits.

Section 6.9 No Excuse From Performance.

None of the provisions contained herein nor the bond (or letter of credit) or any of the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee under this Agreement for any and all damages in excess of the amounts of such performance bond (or letter of credit) or insurance policies.

Section 6.10 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's District Cooling System and shall provide evidence of the foregoing as required in Section 6.1.

Section 6.11 Indemnity.

Grantee shall be responsible for the support, safety and protection of its District Cooling System and Services and the Public Ways being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall be responsible for all damage to life, person and property due to the acts or omissions of the Grantee, its Contractors, Affiliates, subcontractors, agents or employees, in connection with its activities within Public Ways. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, losses, damages (whether such claims, losses, and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred to as a "Loss") arising out of the grant of rights pursuant to this Agreement and Grantee's installation, construction, maintenance and operation of its District Cooling System or provision of the Services, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates, Contractors, subcontractors, agents or employees. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workman's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee expressly understands and agrees that the insurance, bond or insurance required by this Agreement shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or her assistants or any consultants, employees or agents of the City and all costs and other expenses arising therefrom or incurred in connection therewith. The obligations set forth in this Section 6.8 shall survive termination or revocation of this Agreement.

Section 7.

Construction, Installation And Management Of Grantee's Distribution System.

Section 7.1.1 Initial Distribution Facilities.

Prior to the Effective Date of this Agreement, Grantee shall place on file for approval with the Commissioner of the Department of Environment

and the Commissioner of the Department of Transportation and the Commissioner of the Department of Buildings, prints, maps and plans showing the exact proposed location of the First Plant and all related portions of the Initial Distribution Facilities proposed to be installed in the Public Ways as set forth in Exhibit 1, and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule by utility quarter. Pursuant to City rules and regulations related to the City's policy for District Energy Systems, the Department of the Environment shall coordinate the City's review and permitting process for all District Energy Systems, including Grantee's System. Permits for demolition must be obtained from the City's Department of Buildings. Revisions to previously approved prints, maps, plans and construction schedules must receive prior approval by the City departments described above and shall be incorporated in amendments to Exhibits 1 and 2. Similar information shall be filed with the Commissioner of the Department of Environment and the Commissioner of the Department of Transportation for approval prior to the issuance of a permit for any proposed extension, reduction or removal of any part of Grantee's Initial Distribution Facilities from the Public Way which shall be incorporated in amendments to Exhibits 1 and 2.

Section 7.1.2 Additional Distribution Facilities.

(a) No Additional Distribution Facilities may be installed or constructed except in connection with an Approved Plant. Prior to applying with the City for approval of a new Plant, Grantee shall file with the City a proposal showing among other things, the proposed Plant location, and the proposed location of all related portions of the System including Additional Distribution Facilities. The City may reject or modify such proposal prior to formal submission to City Council of a plan for approval of a Plant.

(b) Prior to installation in the Public Ways of Additional Distribution Facilities related to a Plant pending City Council approval or which is an Approved Plant, Grantee shall negotiate an amendment to this Agreement with the City, including an amendment to Exhibit 1. Such amendment shall provide for an increase in the minimum fees set forth in Section 5 proportionate to fees established in Section 5 and based on the maximum capacity of the applicable Plant. Such amendment shall be submitted for authorization to the City Council of the City prior to execution of such amendment by the parties. As part of the negotiation of any such amendment, Grantee shall submit to the City such prints, maps and plans as the City shall reasonably request. Upon approval of any such amendment and its execution, Grantee shall proceed to obtain permits for the Additional Distribution System pursuant to the provisions of Section 7.

7.1.3

Notwithstanding Section 7.1.1 and Section 7.1.2, the Department of Transportation or the Department of Environment may designate the configuration of Grantee's Distribution System to minimize use of available Public Ways along which any of the Grantee's System, whether separately or jointly, shall be placed. The Department of Transportation may refuse to permit the Grantee to lay mains or conduits along both sides of, or in more than one part of any street.

7.1.4

If the installation of the District Cooling System requires the relocation of facilities within the Public Ways, said relocation or measures to minimize or eliminate the interruption shall be at Grantee's sole expense.

Section 7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its District Cooling System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state, City and local laws and regulations. Grantee shall at all times install its Distribution System in accordance with the standards set by the City's Department of Transportation, the Department of Environment and the Department of Buildings.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

(A) Applicable provisions of the Municipal Code of Chicago.

(B) Written standards and permit restrictions of the Department of Transportation or the Department of Buildings applicable to Grantee's construction, installation, operation and maintenance of its Distribution System.

(C) Applicable statutes and regulations of the United States (including its agencies) and of the State of Illinois (including its agencies).

7.2.3 Construction And Installation Procedures.

No portion of Grantee's Distribution System may be constructed, installed or modified on any portion of the Public Ways without prior approval of the Commissioner of the Department of Environment and the Commissioner of the Department of Transportation and the issuance of a permit therefor. Permits will only be issued after written documentation has been received by the Commissioner of the Department of Transportation from the existing users of the Public Ways in the regard to the effect of the proposed installation of Distribution Facilities on such users' existing facilities. Grantee shall submit to the City documents which set forth the specifications, standards and procedures for construction and installation of its Distribution System. Said specifications, standards and procedures shall be consistent with the highest standards of the district cooling industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the City for review and additionally, said specifications, standards and procedures shall provide for, and Grantee's District Cooling System shall in fact be constructed, to meet the following requirements:

(i) Latest applicable available industry standards for detecting leaks in District Energy Systems shall be followed by Grantee. Consideration shall be given to "pipe in pipe" construction for the Distribution System. Leak protection plans and procedures (including emergency strategy) for Grantee's District Cooling System shall be submitted for approval to the Department of Environment and the Department of Transportation; and

(ii) All portions of the Distribution System shall be designed to preclude freezing and to follow the latest industry standards for District Energy Systems in regard to freezing conditions. To that end, all portions of the Distribution System shall be subject to the City's "3 foot minimum" cover standards from the top of the pipe to the general cover level unless Grantee shall obtain a waiver from the Department of Environment and the Department of Transportation. Submission of a request for any such waiver shall include adequate justification; and

(iii) The Distribution System shall be designed to the extent possible not to diminish or prevent access for repair and maintenance of underground facilities, whether owned by the City or by any third party. To the extent that such diminution or prevention is proposed, Grantee shall not proceed unless Grantee has entered into an agreement, which is subject to prior approval by the Department of Transportation, with the owner of the affected utility satisfactory to such owner. Such agreement may provide for replacement, upgrading or relocation of the affected facility.

Said specifications, standards and procedures shall be submitted to the City for review and approval prior to commencement of construction of any part of Grantee's Distribution System and shall be modified as the Commissioners of the Department of Environment and of the Department of Transportation may require in the interest of public safety and welfare. If at any time it is determined by the City, in its sole discretion and judgment, that any part of Grantee's District Cooling System, including, without limitation, any Distribution Facilities or Plants, is harmful to the health or safety of any person, then Grantee shall, at its sole cost and expense, promptly correct all such conditions to the satisfaction of the City or such governmental authority.

7.2.4 "As Built" Drawings.

As each separate facility comprising a portion of Grantee's District Cooling System is completed, Grantee shall submit to the City "as built" drawings of a size and material satisfactory to the Commissioner of the Department of Environment and the Commissioner of the Department of Transportation within sixty (60) days after completion of construction of such portions. Grantee shall obtain approval for revisions. Said drawings, set forth by utility quarter sections, shall at a minimum include the chilled water conduit system and the location of power supplies and system monitor test points and related equipment installed in the Public Ways.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its District Cooling System to the City, without costs, for emergency use.

7.2.6 Adjoining Property Owners.

All of Grantee's District Cooling System shall be installed and located so as to cause minimum interference with the rights and appearances and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair.

7.2.7 Adjustment Of Utility Facilities.

In the event that the location of Grantee's District Cooling System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such

adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of the Department of Transportation is satisfied that the requirements of this paragraph 7.2.7 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.8 Electrical Work.

All electrical work related to heat, light or power in the Grantee's District Cooling System shall be performed in accordance with Title XIV of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner, rebuild, restore and repair such Public Ways, including any cartways or sidewalks, or private property to the satisfaction of the Department of Transportation. Such restoration shall include curb to curb resurfacing of all affected Public Ways in which Grantee has installed its facilities or made utility cuts. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction.

The Commissioner of the Department of Transportation or the Commissioner of the Department of Buildings may suspend or revoke any permit issued by such Department or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of such permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Transportation or the Commissioner of the Department of Buildings as to the construction and installation of any portion of Grantee's District Cooling System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements.

Grantee is further responsible for obtaining approvals related to Grantee's use of the Public Ways contemplated in this Agreement from other applicable City departments in a timely fashion when and as required.

Section 7.6 Underground Facilities Agreement.

Upon written direction of the Commissioner of the Department of Transportation, Grantee agrees to apply for, and if accepted, enter into such membership and other agreements as the City shall direct in any City-sponsored utility alert network for underground facilities. Grantee agrees to pay its fair and reasonable share of the costs and expenses incurred for maintaining such network as provided in such agreements.

Section 8.

Inspection.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the Effective Date of this Agreement and throughout the duration of this Agreement, physical on-site inspections of all parts of Grantee's District Cooling System at the City's discretion. Grantee will accommodate the City's monitoring needs by providing a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update quarterly or indicate "no change", as the case may be, and submit same to the City at the time of Grantee's March, June, September and December payments. Said map will identify the locations of all facilities, and the lineal footage of each portion of Grantee's District Cooling System located in the Public Ways. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said summaries provided by Grantee are proprietary in nature and shall be held as confidential as to third parties.

Section 8.2 Trespassing Facilities.

Any portion of Grantee's District Cooling System located in the Public Ways but not properly authorized by this Agreement, as amended pursuant to Section 7.2.1, or properly permitted is known as a "Trespassing Facility".

Upon discovery of a Trespassing Facility by the City, the Commissioner of the Department of Environment shall have the following options:

(A) Order the immediate removal of the Trespassing Facilities from the Public Ways.

(B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.

(C) Seek other remedies available to the City under the Code, this Ordinance or under Illinois law,

provided that the Commissioner of the Department of Environment shall waive for a period of thirty (30) days, any such remedy in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Agreement. Said Waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of the Environment for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of the Department of the Environment of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this Ordinance.

Section 9.

Chicago Freight Tunnels.

Section 9.1 In General.

Grantee does not presently contemplate using the Chicago Freight Tunnels for its System. Should Grantee desire to use the Chicago Freight Tunnels, Grantee and the City shall negotiate an amendment to this Agreement to encompass the Freight Tunnels. It is acknowledged by Grantee that the Chicago Freight Tunnels are a unique environment and space has become in certain portions thereof a scarce resource. In order to preserve the availability of the Chicago Freight Tunnels for future grantees and permittees and because of the nature of Grantee's District Cooling System and Services, the Grantee may be subject to restrictions which limit the size of the conduit or facilities the Grantee constructs or installs therein or limitations as to the locations of such conduits or facilities as to the use of the Tunnels in general. The City reserves the right to increase the amount of compensation payable under this Agreement and to impose additional fees specifically for the use of the Chicago Freight Tunnels not otherwise described in this Agreement, so long as such fees are nondiscriminatory and reasonable, given the nature of Grantee's District Cooling System and the nature of its Services. Any use of the Freight Tunnels is also subject to the provisions of any City ordinance or regulation governing the use of the Freight Tunnels. Subject to the foregoing conditions and such restrictions on the availability of space as may be established by the City's Department of Transportation, Grantee may apply to use the Freight Tunnels for its District Cooling System on the same basis and subject to the same conditions

as other grantees and permittees authorized to use the Freight Tunnels for Systems of similar size and purpose on the use of the Freight Tunnels established by the Commissioner of the Department of Transportation.

Section 10.

Revocation Or Termination Of Privileges.

Section 10.1 Basis For Revocation.

Subject to the provisions of Sections 10.2 and 10.3 of this Agreement, the permission and authority granted by the City to Grantee to use the Public Ways for its District Cooling System pursuant to the Ordinance may be revoked by the City whenever any of the following occur:

(A) Grantee fails to comply with the conditions of occupancy of the Public Ways set forth herein or in the Municipal Code of Chicago;

(B) Grantee violates other material terms of this Agreement;

(C) Grantee practices fraud or deceit upon the City or its customers, including the intentional or reckless installation of Trespassing Facilities, or fails in any material respect to proceed with due diligence in constructing Grantee's District Cooling System;

(D) Grantee fails to provide or pay any material portion of the General Compensation or any other Compensation owed the City when due;

(E) Grantee fails to furnish an audit when due or fails to cooperate with the reasonable requests by City officials for information or for inspection; or

(F) Grantee becomes insolvent, or unable or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws.

Section 10.2 Corrective Period.

In the event that the City believes that grounds for revocation exist or have existed, the City shall notify the Grantee in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being

actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond Grantee's control pursuant to Section 15.12 hereof, the Agreement may be terminated by the Commissioner of the Department of Environment. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as said Commissioner shall determine. Such good cause must be detailed in writing to said Commissioner at least five (5) days prior to the lapse of the thirty (30) day correction period.

Section 10.3 Prior Notice And Hearing.

After expiration of such thirty (30) day period (as it may be extended), the Commissioner of the Department of Environment may terminate the Agreement provided that (1) notice has been given to the Grantee that the Commissioner of the Department of Environment proposes to take such action and the grounds therefor and (2) the Grantee has had a reasonable opportunity to be heard by said Commissioner.

Section 10.4 Early Termination By Grantee.

Grantee may request early termination of its privilege to use the Public Ways granted pursuant to this Agreement ("Early Termination"). In order for Grantee to be released pursuant to Early Termination from its obligation to pay General Compensation pursuant to Section 5.1 hereof and to meet the requirements of Section 5.1.5, Grantee must satisfy the following prior conditions:

(1) Grantee must provide to the Commissioner of the Department of Environment, the Director of Revenue and the Commissioner of the Department of Transportation written notice of its request to exercise Early Termination and must propose a date, which can be no earlier than six (6) months after the date of said written notice (the "Proposed Early Termination Date") on which such obligation to pay General Compensation shall cease;

(2) Grantee shall be obligated to continue to pay, and shall pay General Compensation as required by Section 5.1 hereof for the period up to the Proposed Early Termination Date; and

(3) Grantee shall have fully complied with Section 10.5 hereof.

In the event that Grantee satisfies all of the foregoing conditions, Grantee shall be entitled to cease paying General Compensation and meeting the requirements of Section 5.1.5 on and after the Proposed Early Termination Date. Notwithstanding the foregoing, the obligations of Grantee as to a performance bond shall extend until satisfaction of Section 10.5.1 by

Grantee and the obligations of Grantee with respect to indemnification of the City set forth in Section 6.10 shall survive any such release.

Section 10.5 Removal Or Abandonment Of Grantee's District Cooling System.

10.5.1 Removal By Grantee.

Upon revocation or termination of the privilege herein granted the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its District Cooling System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Transportation and in accordance with this Agreement and the Code. Buildings, plants or structures not on the Public Ways constituting a part of Grantee's District Cooling System shall be demolished by the Grantee at no cost to the City at the City's option. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City.

10.5.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.5.1, the City may remove or cause the removal of Grantee's facilities, provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the bond set forth in Section 6 of this Agreement.

Section 11.

Sanctions.

Section 11.1 Material Underpayment Or Nonpayment.

In the event the independent audit provided for in Section 5.5 determines that Grantee made underpayments in any month which exceeded ten percent (10%) of the amount due in said month, or in the event Grantee fails to make any payment on the date due, Grantee shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred fifty percent (150%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally

due shall accrue from the date on which the original payment should have been made.

Section 11.2 Liquidated Damages.

The parties agree that the events set forth below will result in damages that will be impracticable or difficult to ascertain. Subject to the provisions of Sections 11.4 and 11.5, Grantee therefore agrees to pay the City the sum of Six Thousand Dollars ($6,000) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

(A) Installation of "Trespassing Facilities" as defined in Section 8.4 of this Agreement;

(B) Material non-conformance of Grantee's District Cooling System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Transportation, the Department of Environment or the Department of Buildings; and

(C) Failure to remove, modify, replace or relocate facilities within the permitted time (and granted extensions) after a notice from the Commissioner of the Department of Transportation or the Commissioner of the Department of Buildings to remove or relocate such facilities pursuant to Section 3.3.2.

Section 11.3 Notice Of Violation.

If the City has reason to believe that Grantee is in violation of this Agreement, Grantee shall be notified in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee shall respond in writing regarding such notice of violation with supporting documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the City may determine that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. Grantee shall remedy the problem or respond within that period. If Grantee cannot reasonably remedy the violation within the time period specified and so informs the City, the City may extend the time permitted for remedying the violation provided Grantee informs the City on a regular basis of the steps being taken to remedy the violation.

Section 11.4 Notice Of Assessment.

If within thirty (30) days (or such lesser period specified in the notice) of its receipt of notice of the violation pursuant to Section 11.3 of this Agreement, Grantee fails to submit a written response contesting the notice of violation or, if after requesting an opportunity to be heard, Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within any cure period under this Agreement or any extensions thereto, the City, after considering all relevant factors, may impose upon Grantee, liquidated damages or other monetary sanctions from the date of notice of violation in accordance with Sections 11.1 and 11.2 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

Section 11.5 Act Or Omission Beyond Grantee's Control.

Grantee shall not be subject to the imposition of liquidated damages referred to herein for any act or omission if such act or omission was beyond Grantee's control, including but not limited to, events described in Section 15.11 hereof. An act or omission shall not be deemed to be beyond Grantee's control solely because it was committed, omitted or caused by an Affiliate involved in constructing, installing, maintaining or operating Grantee's Distribution Facilities within the City of Chicago. The inability of Grantee to obtain financing and the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control.

Section 11.6 Other Rights Of City.

The right of the City to impose upon Grantee liquidated damages pursuant to Sections 11.1 and 11.2 hereof shall be in addition to any other rights or remedies the City has under this Agreement, the Code or other applicable laws including the right of termination pursuant to Section 10 of this Agreement.

Section 11.7 No Waiver Of Rights.

The decision by the City to forego the imposition upon Grantee of liquidated damages in a particular instance shall in no way act to waive the City's rights regarding subsequent violations of this Agreement.

Section 12.

Most Favored Nations.

The City Council may authorize another person to construct, install, operate and maintain a District Cooling System in the Public Ways of the City in order to offer Services for profit to more than a single customer pursuant to an ordinance or agreement authorized by ordinance, including any modifications of an existing ordinance or agreement, containing compensation terms which would, if applicable to Grantee's situation and if applied to Grantee, result in Grantee paying less total annual compensation than the compensation to be paid by Grantee pursuant to Section 5 of this Agreement (said ordinance and/or agreement shall be referred to collectively as an "Alternative Agreement"). In such event, Grantee shall have the option, exercisable in writing within ninety (90) days after notice of Grantee's adoption of the Alternative Agreement, to replace the compensation terms stated in Section 5 of this Agreement with the compensation terms set forth in the Alternative Agreement which are applicable to Grantee's situation. Grantee shall notify the Commissioner of the Department of Environment in writing of Grantee's election to accept such substitute compensation terms pursuant to an agreement amending or replacing this Agreement (the "Amending Agreement"). Notwithstanding anything to the contrary, Grantee's option to elect to substitute compensation pursuant to this Section 12 shall not provide any retroactive credit for compensation already paid to the City pursuant hereto and shall be conditioned on the acceptance by Grantee in the Amending Agreement of such other provisions of the Alternative Agreement as the Commissioner of the Department of Environment shall reasonably require in the interest of fairness and uniformity.

Section 13.

Conditions Precedent.

Section 13.1 Permit.

The permission and authority herein granted for installation of Grantee's Distribution System shall be exercised through the permit application process. A permit shall not be issued by the City until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management and, (ii) the surety bond (or letter of credit) required by Section 6 is submitted to and approved by the City's Corporation Counsel.

Section 14.

Confidentiality.

Section 14.1 Confidentiality.

Subject to the provisions of Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. (1992), any customer lists or "as built" drawings, or other similar information properly designated by Grantee to be "Confidential" and provided to the City or its constituent departments pursuant to requirements of this Agreement shall be regarded as proprietary and confidential as to third parties. The foregoing shall not apply to any information which the City can reasonably demonstrate is in the public domain through no breach of this Agreement by the City. In the event that a third party (not under the control of either Grantee or the City), shall request disclosure of any such confidential information from the City in accordance with the Mayoral Executive Order 89-1 or the Illinois Freedom of Information Act, the City shall confer with Grantee as to whether Grantee authorizes release of such information. In the event that Grantee wishes to continue to preserve the confidential nature of such information, and the City has no reason to believe that such information is not protected from disclosure pursuant to the Illinois Freedom of Information Act or Mayoral Executive Order 89-1, then the City shall not release such confidential information in the absence of a court order; provided that Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which the City may sustain or become liable for which arise from any action to require disclosure of information designated by Grantee to be confidential. In the event that the City is presented with a subpoena duces tecum regarding any documents or information properly designated confidential by Grantee which may be in the City's possession by reason of this Agreement, the City shall give notice to Grantee (unless subpoena duces tecum prevents the City from providing such notice) with the understanding that Grantee shall have the opportunity to contest such process by any means available to it before such documents or information required to be submitted by the City to a court or other third party.

In the event that the Grantee shall not elect to undertake appropriate legal proceedings to prevent disclosure of information designated as "Confidential", Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorney's fees) which such Indemnified Parties may sustain or become liable for which arises from any action to require disclosure of such information or resulting from any such disclosure.

Section 15.

Special Conditions And Representations.

Section 15.1 No Recourse.

Except as expressly provided in this Agreement or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Agreement or because of the City's lawful enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Agreement. The City makes no warranty as to the scope or effectiveness of the dedication of any part of the Public Ways in which Grantee may desire to locate its facilities. Furthermore, any such grant is subject to such restriction as may exist, now or in the future under the laws of the State of Illinois and the United States of America. Grantee agrees to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under the Agreement.

Section 15.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any term or condition of this Agreement not expressed herein. Grantee further states that no such promise has been made to any City employee in regard to the grant of these rights.

Section 15.3 Acceptance And Acknowledgment.

Grantee acknowledges that it has carefully read, understands and accepts without reservation the obligations imposed by the terms and conditions herein. Grantee further accepts the validity of the terms and conditions of this Agreement and will not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of this Agreement.

Section 15.4 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, agent or employee of the City is employed by Grantee or has a financial or economic interest, directly or indirectly, in this Agreement or any subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the

Grantee or higher-tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order. Grantee acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

Section 15.5 Compliance With Applicable Laws.

(a) Grantee agrees that in constructing, installing, operating and maintaining its District Cooling System, Grantee shall comply with all applicable laws and regulations and tariffs of the United States and its agencies, the State of Illinois and its agencies, all applicable ordinances and executive orders of the City, all applicable regulations of the Illinois Commerce Commission and such laws, regulations, tariffs, ordinances, and executive orders shall be considered part of this Agreement as though set forth herein.

(b) If Grantee conducts any business operations in Northern Ireland, it is hereby required that grantee make all reasonable good faith effort to conduct any such business operations in Northern Ireland in accordance with the McBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

(c) Grantee shall comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contributions, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., §9601, et seq.) the Hazardous Material Transportation Act (49 U.S.C., §1801, et seq.), the Resource Act (33 U.S.C., §1251, et seq.), the Clean Air Act (42 U.S.C., §6901, et seq.), the Toxic Substances Control Act of 1986 (15 U.S.C., §2601, et seq.), the Safe Drinking Water Act (42 U.S.C., §300f), the Occupational Safety and Health Act of 1970 (29 U.S.C., §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C., §11001, et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1, et seq. (1992)) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by the federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively "Environmental Laws").

Section 15.6 Anti-Corruption Covenant And Representation.

Grantee represents that it, to the best of its knowledge, and its subcontractors, are not in violation of the provisions of Section 2-92-320 of the Municipal Code of Chicago. Section 2-92-320 of the Municipal 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 that chapter): (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's or employee's official capacity; (ii) has been convicted of agreement of 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 (i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission. For purposes of Section 2-92-320 when an official, agent or employee of a business entity has committed any offense under this 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, Grantee has executed the applicable Certification required under the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1992), as amended, and under the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 (1992) which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth here. Prior to entering into any contractual relationship with any third party in order to perform same under this Master Agreement Grantee shall conduct a diligent investigation in order to determine compliance with this section. If after Grantee enters into such a contractual relationship, it is determined that such contractual relationship is in violation of this paragraph, Grantee shall immediately cease to use such third party in performing under the authority set forth in this Agreement. In all cases in which Grantee enters into contractual relationships with such third parties, the terms of such contract shall provide that Grantee shall be entitled to recover all payments made by Grantee to such third party if prior to or subsequent to the beginning of such contractual relationship the use of such third party in order to perform under this Agreement would be violative of this Section 15.8.

Section 15.7 Cooperation With Inspector General.

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

Section 15.8 Business Documents And Disclosure Of Ownership Interests.

Grantee has provided copies of the latest articles of incorporation of Grantee, their respective bylaws and resolutions, and evidence of Grantee's authority to do business in the State of Illinois, including certifications of good standing with the Office of the Secretary of State of Illinois. Grantee has provided the City with Disclosure of Ownership Interest Affidavit completed copies of which are attached hereto and incorporated by reference herein as Exhibit 4.

Section 15.9 M.B.E./W.B.E. Compliance.

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

"M.B.E./W.B.E. Activities" are, within the City, installation and construction services within customer buildings, outside buildings and construction of buildings housing Approved Plants for Grantee's District Cooling System, such M.B.E./W.B.E. Activities to include, but not be limited to, installation, construction and repair of Distribution Facilities.

Grantee shall furnish to the City annual reports detailing its compliance with the provisions of this Section 15.09. If a report shows noncompliance with the M.B.E. and W.B.E. percentages, the City shall provide Grantee with notice of noncompliance. The Grantee shall use its best efforts to cure the noncompliance over a reasonable period following the notice.

Section 15.10 Compliance With Environmental Laws.

Grantee shall comply with all laws relating to environmental matters, including without limitation, those relating to fines, orders, injunctions, penalties, damages, contributions, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., §9601, et seq.) the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.), the Resource Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C., §6901, et seq.), the Toxic Substance Control Act of 1986 (15 U.S.C., §2601, et seq.) the Safe Drinking Water Act (42 U.S.C., §300f), the Occupational Safety and Health Act of

1970 (29 U.S.C., §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C., §11001, et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinances, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision hereof, exercising executive legislative, judicial, regulatory or administrative functions (collectively, "Environmental Laws").

If any of the above laws require the Grantee to file any notice or report of a release or threatened release of Hazardous Materials or special waste on, under or about any premises used by Grantee to perform the services required hereunder, the Grantee shall provide a copy of such report or notice to the City. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment by Grantee or its contractors or in the event any claim, demand, action or notice is made against the Grantee regarding the Grantee's failure or alleged failure to comply with any of the above environmental laws, in regard to activities related to Grantee's system, Grantee shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Grantee shall comply with the rules and regulations stated in any applicable mandatory recycling ordinance enacted or amended by the City Council of the City of Chicago.

If Grantee fails to comply with any of the above referenced environmental laws, the City may terminate this Agreement in accordance with the default provisions of this Agreement.

For purposes of this provision, the following definitions shall apply.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials; and by-product materials regulated under the Atomic Energy Act (42 U.S.C., §2011, et seq.) pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C., §136, et seq.) and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance", or contaminant (or comparable term) under any of the Environmental Laws.

"Special Wastes" means those substances as defined in Section ____ ILCS ____ of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, Ch. 1.

Filings. The Grantee shall provide to the City a copy of each periodic report or record filed with any state or federal agency regulating the Grantee's rates, service, issuance of securities, or compliance with affirmative action and equal opportunity requirements.

Section 15.11 Residency.

Except as otherwise prohibited by law, Grantee and its Contractors which have been awarded contracts of $100,000 or over for construction and installation work related to Grantee's District Cooling System within customer buildings and outside buildings and construction of buildings housing Approved Plants, such work including but not limited to, the installation, construction and repair of Distribution Facilities shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City of Chicago in both unskilled and skilled labor positions.

A contractor may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City.

(i) Definitions. For this Section 15.11, "actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(ii) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project.

(iii) Access to Records. Full access to Grantee's and its Contractors' employment records shall be granted to the City or its duly authorized representatives. Grantee and its Contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this Agreement. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarity arises.

Section 15.12 Force Majeure.

Grantee shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under

this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other acts of God or by other events to the extent that such are caused by circumstances beyond Grantee's control and any such delay or failure to perform shall not be deemed to be a violation of this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under this Agreement, Grantee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. Grantee shall promptly notify the Commissioner of the Department of Environment or the Commissioner of the Department of Transportation, as appropriate, in writing of an event covered by this section and the date, nature and cause thereof. Furthermore, Grantee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby. The provisions of this Section 15.11 shall not excuse Grantee's failure to pay General Compensation when due pursuant to Section 5.1.

Section 16.

General Provisions.

Section 16.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

Section 16.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

Section 16.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee: _____
_____
_____
_____
_____

(ii) If To City: Department of Environment
Room 600A
320 North Clark Street
Chicago, Illinois 60610
Attention: Commissioner

Department of Transportation
Room 600
320 North Clark Street
Chicago, Illinois 60610
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement.

Section 16.4 Invalidity.

If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

Section 16.5 Parties.

Except where the context would require a different meaning, all references to Grantee or the City include each of its and their officials, officers, directors, employees, shareholders, agents and permitted assigns, and legal representatives. No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of Grantee incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of Grantee, unless otherwise

required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution thereof, warrant their authority to sign this Agreement.

Section 16.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois for the purpose of enforcing the provisions of this Agreement.

Section 16.7 Waiver.

Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by the appropriate City officials making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Section 16.8 Amendment.

No revision, modification, or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by the party to be bound.

Section 17.

Execution Copies.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf as of the date first written by its Mayor, its Commissioner of the Department of Environment, its Director of the Department of Revenue and its Commissioner of the Department of Transportation and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

(Seal)

City of Chicago

Attest:

By: _____
Title: Mayor, City of Chicago

_____
City Clerk, City of Chicago

By: _____
Title: Commissioner of the Department of Environment

Reviewed As To Form And Legality:

By: _____
Title: Director of the Department of Revenue

_____
Assistant Corporation Counsel

By: _____
Title: Commissioner of the Department of Transportation

Northwind, Inc.

By: _____
Title: Vice President and General Manager

Attest:

_____

[Exhibit 2 referred to in this District Cooling System Use Agreement printed on page 54628 of this Journal.]

Exhibits 1, 3 and 4 referred to in this District Cooling System Use Agreement read as follows:

Exhibit 1.
(To District Cooling System Use Agreement)

Location Description.

The initial phase of Grantee's District Cooling System, including the Initial Distribution Facilities is anticipated to be constructed in the Public Ways and at the Approved Plant location set forth below. The exact location of each component of Grantee's Initial Distribution System Facilities shall be presented to and reviewed by the City as set forth in the Agreement on an on-going basis prior to construction and installation in order to obtain permits for construction and installation specifying the exact locations of Grantee's Initial Distribution Facilities.

Production Plant:	Northeast corner of South State Street and East Adams Street.
Distribution Piping:	In Adams Street, from South LaSalle Street to South Wabash Avenue.
	In South Dearborn Street, from West Adams Street to West Madison Street.
	In the alley parallel to and between South State Street and South Wabash Avenue, from East Adams Street to one-half block north.
	Across East Monroe Street, in the block between South State Street and South Wabash Avenue.

This Exhibit is subject to amendment pursuant to the provisions of Section 7.1.2 of the Agreement (including City Council authorization and Departmental approvals) to incorporate new Approved Plants and Additional Distribution Facilities and subject to amendment pursuant to the provisions of Section 7.1.1 of the Agreement (including Department approvals) to amend the locations of the Initial Distribution Facilities based on changes in construction conditions. All amendments requiring changes

in location not based on construction conditions shall require City Council authorization.

Exhibit 3.
(To District Cooling System Use Agreement)

Anti-Corruption Certification.

_____

_____

_____

Exhibit 4.
(To District Cooling System Use Agreement)

Disclosure Of Ownership Interest Affidavits.

For Commonwealth Edison, CECo Enterprises, Inc. And Northwind, Incorporated.

_____

_____

_____

Commonwealth Edison.
Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all Grantees/Proposers shall provide

the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from grantee or proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None." Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public.

Grantee/Proposer Name: Commonwealth Edison

Grantee/Proposer Address: One First National Plaza
P.O Box 767,Chicago, Illinois 60690-0767

Grantee/Proposer is a: (Check One)
[x] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture* [ ] Other

Section I.

For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
(See Attached)		(See Attached)	

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

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

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]

* Refer to page 11 of attached Proxy Statement.

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
	All shareholders are below 10%	%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the share, the requirements of this Section I. would be satisfied by the Grantee/Proposer enclosing, with his 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. N/A

If the Grantee/Proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
	%
	%
	%
	%
	%
	%

Section III.

Sole Proprietorships. N/A

a. The grantee/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 hold such interest:

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

_____

_____

_____

_____

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

_____

_____

_____

_____

Section IV.

Land Trusts, Business Trusts, Estates And Other Entities. N/A

If the Grantee/Proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity

holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations. N/A

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

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

Names of all directors of corporation (or attach list):

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

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code 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.

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that he or she is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules are 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.

(Signed) Samuel Skinner
Signature of Person Making Statement

Samuel Skinner
Name of Person Making Statement (Print or Type)

President
(Title)

Subscribed to before me, this 5th day of July A.D., 19 94.

(Signed) Arlene J. Magoc
Notary Public Signature

[Official Seal]
Arlene J. Magoc
Notary Public, State of Illinois
My commission expires November 26, 1994.

[Proxy Statement (contained in Form 10-K) referred to in this Disclosure of Interest for Commonwealth Edison ommitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

List of directors and current officers referred to in this Disclosure of Interests for Commonwealth Edison reads as follows:

Disclosure Of Ownership Interests For Commonwealth Edison.

The following list will provide the names of the Directors of Commonwealth Edison:

Jean Allard
James Compton
Sue Gin
Donald Jacobs
George Johnson
Harvey Kapnik
Byron Lee
Edward Mason
James O'Connor
Frank Olson
Samuel Skinner

The following list represents the current Officers:

James O'Connor
Samuel Skinner
Thomas Maiman
Robert Manning
Donald Petkus
Cordell Reed
Michael Wallace
John Bukovski
Robert Paul
J. Stephen Perry
James Small
Pamela Stroble
Roger Kovak
Dennis O'Brien
David Scholz
Charles Jacubowski

Louis DelGeorge
Harlan Dellsy
William Downey
William Dunbar
J. Stanley Graves
Emerson Lacey
Paul McCoy
Richard Roling
John Dietzel
John Hogan
Richard Migely
Patricia Kampling
Richard Martin

CECo Enterprises, Inc.

Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all Grantees/Proposers shall provide the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from grantee or proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public:

Grantee/Proposer Name: CECo Enterprises, Inc.

Grantee/Proposer Address: 10 South Dearborn Street/P.O. Box 767
Chicago, Illinois 60690-0767

Grantee/Proposer is a: (Check One)
[x] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture* [ ] Other

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

Section I.

For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ] N/A

c. Names of all Officers of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)
James O'Connor	Director/Chairman
Samuel Skinner	Director/President
David Scholz	Director/Secretary
Dennis O'Brien	Director/Treasurer

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

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 [x] 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 share, the requirements of this Section I would be satisfied by the Grantee/Proposer enclosing, with his 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. N/A

If the Grantee/Proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

---

* CECo Enterprises, Inc. is a wholly owned subsidiary of Commonwealth Edison Company. See Disclosure of Ownership Interests of Commonwealth Edison.

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section III.

Sole Proprietorships. N/A

a. The grantee/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 contr by another party or legal entity, state the name and address of

party 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. N/A

If the grantee/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations. N/A

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

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

Names of all directors of corporation (or attach list):

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

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code 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.

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that he or she is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of his 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.

(Signed): Samuel Skinner
Signature of Person Making Statement

Samuel Skinner
Name of Person Making Statement (Print or Type)

President

Subscribed to before me, this 5th day of July A.D., 19 94.

(Signed) Arlene J. Magoc
Notary Public Signature

[Official Seal]
Arlene J. Magoc
Notary Public, State of Illinois
My commission expires November 26, 1994

Northwind, Incorporated.

Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all grantees/proposers shall provide the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from grantee or proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public.

Grantee/Proposer Name: Northwind, Incorporated

Grantee/Proposer Address: Suite 500, 30 West Monroe Street
Chicago, Illinois 60603

Grantee/Proposer is a: (Check One)
[x] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture* [ ] Other

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

Section I.

For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all officers of corporation (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)
James O'Connor	Director/Chairman of the Board	Dennis O'Brien	Treasurer/Officer
Samuel Skinner	Director/President	David Scholz	Secretary/Officer
Robert Manning	Director	William Downey	Director
John Bukovski	Director	Robert Fredericksen	Vice President/Officer

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 [x] No [ ]

*

If "Yes", submit 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 Grantees/Proposer enclosing, with his 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. N/A

If the grantee/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

---

* Northwind, Inc. is a wholly owned subsidiary of CECo Enterprises, Inc. (See Disclosure of Ownership Interests of CECo).

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section III.

Sole Proprietorships. N/A

a. The grantee/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 hold such interest:

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

_____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another party 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. N/A

If the grantee/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

_____

Section V.

Not-For-Profit Corporations. N/A

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

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

Names of all directors of corporation (or attach list):

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

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 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.

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that he or she is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules is true and complete to the best of his 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.

(Signed) Robert D. Fredericksen
Signature of Person Making Statement

Robert D. Fredericksen
Name of Person Making Statement (Print or Type)

Vice President and General Manager
(Title)

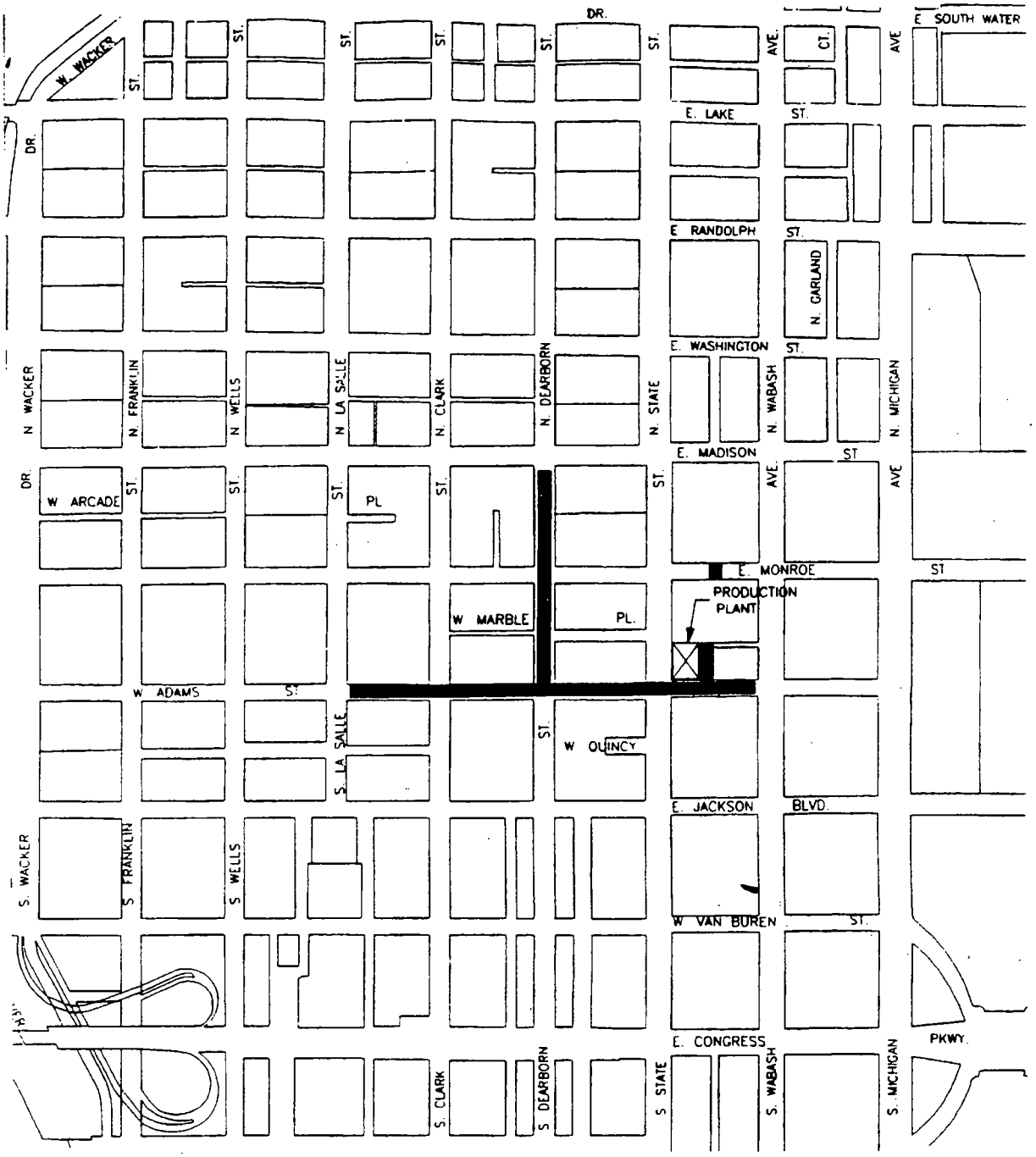
Subscribed to before me, this 5th day of July A.D., 19 94.

(Signed) Arlene J. Magoc
Notary Public Signature

[Official Seal]
Arlene J. Magoc
Notary Public, State of Illinois
My commission expires November 26, 1994.

Exhibit 2.
(To District Cooling System Use Agreement)

Location Map Of Grantee's System, Including Initial Distribution Certificate.



LOCATION PLAN

1" = 500'

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH NEAR WEST SIDE COMMUNITY DEVELOPMENT CORPORATION FOR CONSTRUCTION OF SINGLE-FAMILY HOUSING UNDER NEW HOMES FOR CHICAGO PROGRAM.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, August 3, 1994.

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 of a redevelopment agreement with Near West Side Community Development Corporation for the construction of six homes under the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) AMBROSIO MEDRANO,
Committee on Housing and Real Estate,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed.

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new homes on either privately owned lots or lots to be provided by the City; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction of a housing unit ("Single-family Home") or a two-flat building ("Two-flat Building"), and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that it accept certain proposals for the construction of single-family housing under the New Homes Program; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	Near West Side Community Development Corporation, an Illinois not-for-profit corporation.
Aggregate Number of Single-family Homes and Two-flat Buildings:	Not to exceed 6.
Location:	Near West Side neighborhood: bordered by South Damen Avenue, South Western Avenue, West Madison Street and West Van Buren Street.
Amount of Construction Subsidy:	Not to exceed $20,000 for each Single-family Home or Two-flat Building.
Amount of Subsidy Allocated for the Rental Unit of the Two-flat Building:	Not to exceed $12,000 for each Two-flat Building.
Aggregate Amount of Subsidy:	Not to exceed $150,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain parcels presently owned or to be acquired by Developer ("Private Lots") and those certain parcels presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program ("City Lots"), all as more fully described on Exhibit A attached hereto. The Private Lots were previously conveyed to Developer pursuant to that certain ordinance passed by City Council on September 16, 1992 (Council Journal of Proceedings, pages 20987 -- 20992). The terms and conditions of this ordinance shall supersede the terms and provisions of the previous ordinance with regard to the Private Lots. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in

accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots.

Parcel	Permanent Index Number
118 South Bell Avenue	17-18-107-020-0000
127 South Bell Avenue	17-18-108-016-0000

Private Lots.

Parcel	Permanent Index Numbers
2216 West Adams Street	17-18-108-022-0000
2228 West Adams Street	17-18-108-017-0000
	17-18-108-018-0000
2243 -- 2245 West Adams Street	17-18-114-009-0000
	17-18-114-010-0000

Exhibit "B".

Department Of Buildings.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by 50%. Electrical fees are part of the building permit fee and thus are covered under the above formula.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers.

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water.

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HUMAN RELATIONS.

COMMITTEE ON POLICE AND FIRE.

JOINT COMMITTEE ON FINANCE, HUMAN RELATIONS AND POLICE AND FIRE ORDERED TO CONVENE CHICAGO CITY COUNCIL DOMESTIC VIOLENCE TASK FORCE.

A Joint Committee, composed of the members of the Committee on Finance, the members of the Committee on Human Relations and the members of the Committee on Police and Fire, submitted the following report:

CHICAGO, August 3, 1994.

To the President and Members of the City Council:

Reporting for your Joint Committee on Finance, Human Relations and Police and Fire, having had under consideration a resolution directing the Joint Committee on Finance, Human Relations and Police and Fire to create the Chicago City Council Domestic Violence Task Force, 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,
Committee on Finance,
Chairman.

(Signed) LORRAINE DIXON,
Committee on Human Relations,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Committee on Police and Fire,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Last year more than 4,000 women were killed in the United States through acts of domestic violence; and

WHEREAS, According to published news reports, in 1993, four million American women admitted to being beaten by their husbands or boyfriends; and

WHEREAS, The Chicago City Council recognizes that the prevention of domestic violence is of paramount importance, requiring the cooperation and undertaking of numerous governmental and private agencies; and

WHEREAS, Although during the last decade, state, county and city governments have taken action to prevent acts of domestic violence and to improve the treatment of domestic violence victims, the Chicago City Council has determined that the existing domestic violence programs should be analyzed to determine their effectiveness; and

WHEREAS, Proposals are currently pending in the Chicago City Council designed to prevent acts of domestic violence and to improve the training of law enforcement officers on domestic violence issues; and

WHEREAS, The Chicago City Council has determined that, before taking action on any specific proposal, the Chicago City Council should convene a task force, comprised of recognized experts, to analyze the efficacy of domestic violence programs in the City of Chicago and to make recommendations concerning the actions that should be taken by the City of Chicago to improve the City's domestic violence programs; now, therefore,

Be It Resolved by the City Council of the City of Chicago. That the Committee on Finance, the Committee on Police and Fire and the Committee on Human Relations are hereby ordered to convene the Chicago City Council Domestic Violence Task Force, comprised of recognized experts, to study domestic violence in Chicago including but not limited to the following issues: the training of law enforcement officers; the funding of

domestic violence organizations and programs; cross training programs for law enforcement officers and domestic violence counselors; the process for obtaining and executing orders of protection; and counseling and monitoring programs for those individuals who engage in acts of domestic violence; and

Be It Further Resolved, That the Committee on Finance, the Committee on Police and Fire and the Committee on Human Relations are hereby ordered to report to the City Council on or before November 1, 1994, the findings and recommendations of the Chicago City Council Domestic Violence Task Force; and

Be It Further Resolved, That this resolution shall be effective immediately upon passage.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Murphy, Troutman, Suarez, Allen, O'Connor, Levar, Schulter, M. Smith and Moore. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE DR. EFFIE O. ELLIS.

WHEREAS, Dr. Effie O. Ellis departed this life on July 5, 1994, at the age of eighty-one; and

WHEREAS, Dr. Ellis was a nationally respected leader in the medical profession and in the quality of life movement; and

WHEREAS, Dr. Ellis was appointed special assistant to the executive vice president of the American Medical Association in 1970, where she was the only African-American to hold an executive or administrative post; and

WHEREAS, During her service at the American Medical Association, Dr. Ellis was a forceful advocate for improved health care for the poor; and

WHEREAS, Dr. Ellis also stressed a holistic approach to health, focusing on the quality of life expressed through sound physical health, good interpersonal relationships, appropriate values and opportunities for meaningful education and work; and

WHEREAS, Dr. Ellis was the founder of the A.M.A.'s annual Quality of Life Congress; and

WHEREAS, After her retirement from the A.M.A., Dr. Ellis served as a consultant to that organization, as well as to the City's Department of Health and the Department of Human Services; and

WHEREAS, Dr. Ellis also was named Commissioner of the United States Social and Rehabilitation Service by President Lyndon Johnson, and was a consultant on community health to the March of Dimes; and

WHEREAS, Dr. Ellis is survived by her husband, Dr. James Solomon; a daughter, Elaine Comegys; three sisters and a brother; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this third day of August, 1994, do hereby honor the life of Dr. Effie O. Ellis, and we express our gratitude for her many contributions to our City and our nation; and

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

TRIBUTE TO LATE MS. JULIE LAURYNN JARRETT.

WHEREAS, Julie Laurynn Jarrett, an administrative assistant in the Mayor's Office of Intergovernmental Affairs, died on July 17, 1994, after a long illness; and

WHEREAS, A longtime resident of Chicago, she attended the University of Chicago Laboratory Schools and later received a bachelor's degree from Amherst College in Massachusetts; and

WHEREAS, Julie Jarrett began working at City Hall in 1993; and

WHEREAS, She previously spent ten years as an IBM employee in various departments, including marketing and systems engineering; and

WHEREAS, She will be greatly missed by her colleagues at City Hall, who respected her for her hard work and dedication, but also remember her as a friend; and

WHEREAS, She is survived by her husband, Tommy; her daughter, Tracy Elizabeth; her father and mother, Laurel and Elizabeth Keith; and a brother, Stephen Keith; and

WHEREAS, Her warm personality brightened the lives of those around her, and her memory will live in their hearts forever; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this third day of August, 1994, do hereby honor Julie Jarrett for her service to the City of Chicago, and we express our deepest sympathy to her family and friends; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Ms. Julie Jarrett as tokens of our esteem and admiration.

TRIBUTE TO LATE MR. JOSEPH B. MEEGAN.

WHEREAS, Joseph B. Meegan, co-founder of the Back of the Yards Neighborhood Council, died on July 8, 1994, at age eighty-two; and

WHEREAS, Mr. Meegan, a longtime resident of the Back of the Yards neighborhood, helped establish Chicago as a national center of community organizing in 1939, when he co-founded the Back of the Yards Neighborhood Council with the late Saul Alinsky, a labor organizer; and

WHEREAS, He was a teacher and then director of Davis Square Park at 44th and Marshfield when he met Mr. Alinsky and developed the idea that residents of a community could run the community better than outsiders; and

WHEREAS, Mr. Meegan served for almost fifty years as executive director of an organization that became a model for community councils across the country; and

WHEREAS, During Mr. Meegan's tenure, the Council started a free lunch program, and in 1946, the Council led the lobbying effort that passed a bill creating the national school free lunch program; and

WHEREAS, He also helped organize thirty-four mothers in the area, waged campaigns against juvenile delinquency, sponsored the construction of eight hundred homes in the area, helped talk businesses into moving into the former stockyards area and helped the Council sell 6,500 smoke alarms at cost; and

WHEREAS, Mr. Meegan received an honorary doctorate from Illinois Benedictine College and was named Chicagoan of the Year by the Chicago Press Club in 1969; and

WHEREAS, He is survived by his wife, Helen; three sons, Joseph, Jr., Michael and David; and five daughters, Helen Bailitz, Judith Judd, Donna Cook, Patricia Wiet and Martha Linehan; and

WHEREAS, Mr. Meegan will be greatly missed by his family and friends and the many people who came to know and respect him through his civic and philanthropic activities. He will long be remembered for his years of dedicated service on behalf of the people of Illinois and the southwest side of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this third day of August, 1994, do hereby honor Joseph B. Meegan for the many contributions he has made for the betterment of the people of Chicago and the nation; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Mr. Meegan as a token of our esteem and admiration.

Presented By

ALDERMAN BEAVERS (7th Ward):

TRIBUTE TO LATE MR. LAWRENCE PAUL DAVIS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Lawrence Paul Davis, citizen, friend and a pioneer in the quest for African-American political power, July 2, 1994;

WHEREAS, Lawrence P. Davis was born in Chicago, September 5, 1912, and attended Saint Elizabeth Grammar School and Englewood High School. One of thirteen children, he followed his father, Joseph Davis, Sr., into Chicago politics and was active in the Democratic Party since he became old enough to vote. While his political activities were primarily in what were then the 3rd and 4th Wards, he was a pioneer who energized the campaigns of Black Americans for city, state and federal offices, as well as many early civil rights causes; and

WHEREAS, Lawrence P. Davis pursued many avenues of employment. He was a railroad porter; he sang with many shows, such as that in the 1934 World's Fair; and eventually he became a devoted public servant, first as a clerk in the Secretary of State's Office, and for many years as a court bailiff in Wabash Court. He helped to steer youthful offenders back to lives of productivity and also encouraged many young attorneys who were to become prominent lawyers and judges. His last employment was with the Metropolitan Sanitary District, as it was then known, and he retired in 1983; and

WHEREAS, Lawrence P. Davis leaves to mourn his loving wife of sixty years, Myrtle; two daughters, Shirlee Hall and Grace Washington; 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 third day of August, 1994, A.D., do hereby express our sorrow on the passing of Lawrence Paul Davis, 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 Mrs. Lawrence P. Davis.

CONGRATULATIONS EXTENDED TO CHICAGO FIRE DEPARTMENT ENGINE COMPANY 75 ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, The Chicago Fire Department's great Engine Company 75, at 11958 South State Street on Chicago's great south side, is celebrating its one hundredth anniversary on August 6, 1994; and

WHEREAS, For the past ten decades, Engine Company 75 has been of outstanding service to its grateful community, and stands as a continuing source of pride to all Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby offer our gratitude and our congratulations to the Chicago Fire Department's Engine Company 75 on the occasion of its one hundredth anniversary. Long may it continue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Fire Department's Engine Company 75.

Presented By

ALDERMAN DIXON (8th Ward):

CONGRATULATIONS EXTENDED TO DR. JAMES A. COULSON ON HIS RETIREMENT AFTER THIRTY-FIVE YEARS OF GOSPEL MINISTRY.

WHEREAS, On July 31, 1994, the Stony Island Church of Christ honored Dr. James A. Coulson, who retired after thirty-five years of dedicated service as a minister of the Gospel; and

WHEREAS, The City of Chicago has been informed of this historic and momentous occasion by Alderman Lorraine L. Dixon; and

WHEREAS, Throughout his long and distinguished service in the Gospel, he served as minister for the Church of Christ, and the Stony Island Church of Christ from where he retired; and

WHEREAS, Dr. James A. Coulson, a dedicated marriage and family counselor, having encouraged hundreds of couples to resolve marital conflicts and the building of strong, stable marriages; and

WHEREAS, Dr. James A. Coulson, is also a community activist, former president of the Local School Council of Volta Elementary School, a committed volunteer for the Boy Scouts of America Troop 943, the cubmaster of the Cub Scout Pack, and a member of the Department of Attending Clergy at Swedish Covenant Hospital; and

WHEREAS, A supporter of young people, programs that educate and produce youth enrichment, a committed believer in on-going learning, he taught in the Adult Education Departments of two local colleges; and

WHEREAS, Through all his hard work, sacrifice and dedication, Dr. James A. Coulson will 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 third day of August, 1994, do hereby congratulate Dr. James A. Coulson on the occasion of his retirement and extend our best wishes for success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. James A. Coulson.

CONGRATULATIONS EXTENDED TO MR. LARRY DAVIS ON HIS RETIREMENT FROM CHICAGO TRANSIT AUTHORITY.

WHEREAS, On September 24, 1994, Mr. Larry Davis will retire after twenty-seven years of dedicated service to the Chicago Transit Authority and the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this historic and momentous occasion by Alderman Lorraine L. Dixon; and

WHEREAS, Throughout his long and distinguished career, Mr. Davis faithfully served the City of Chicago and the community to make a difference, working with various block clubs, the Boy Scouts, the Little League, The Black Expo for Women, at the Grass Roots Level and Friends of the Park, and many other organizations; and

WHEREAS, Mr. Larry Davis is one of the youngest employees retiring, at fifty years of age; and

WHEREAS, Mr. Davis' 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 third day of August, 1994, do hereby congratulate Mr. Larry Davis on the occasion of his retirement and extend our best wishes for success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Larry Davis.

CONGRATULATIONS EXTENDED TO MR. LEON HOSEY ON TWENTY-FOURTH ANNIVERSARY OF LEON'S BARBER SHOP.

WHEREAS, On May 29, 1994, the Chesterfield Community and Local 939 Chicago Barbers, Hairdressers and Cosmetologists Union honored Mr. Leon Hosey for twenty-four years of service; and

WHEREAS, Mr. Leon Hosey, motivated by family members, stepped into the business world for himself, starting his first business at 8922 South Cottage Grove Avenue; and

WHEREAS, Throughout his career, he maintained persistence and determination, as trials and tribulations hit him on all sides; and

WHEREAS, Diligent efforts to succeed enabled his to relocate at 8911 South Cottage Grove Avenue where he continued to provide the Chesterfield community with a valuable service; and

WHEREAS, Also serving as a deacon at the Third Baptist Church, member of the Executive Board of Local 939, a member of the United Urban League, N.A.A.C.P. and Operation P.U.S.H., Mr. Hosey's hard work and dedication should serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this third day of August, 1994, do hereby extend our heartiest congratulations to Mr. Leon Hosey, and do hereby wish him continued success in fulfilling his obligation to serving the community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Leon Hosey.

CONGRATULATIONS EXTENDED TO MR. BARRY A. MAYO FOR TWENTY YEARS OF SERVICE TO RADIO BROADCAST INDUSTRY.

WHEREAS, On July 22, 1994, the Midwest Radio and Music Association honored Mr. Barry A. Mayo for his contributions to the radio industry for the past twenty years; and

WHEREAS, The Chicago City Council has been informed of this historic and momentous event by Alderman Lorraine L. Dixon; and

WHEREAS, Throughout his long and distinguished career, rising from the position of radio announcer to radio station owner, Mr. Barry A. Mayo's expertise and knowledge has earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Barry A. Mayo, President of WVAZ-FM and Broadcast Partners, purchased WSPC-AM/FM; and

WHEREAS, Mr. Mayo is the recipient of numerous programming awards, including *Rhythm and Blues Magazine's* "General Manager of the Year" award; and

WHEREAS, Mr. Mayo is best known for when, on October 18, 1989, WVAZ (V-103 FM) went on the air in Chicago with an adult alternative format, and in an unbelievably short span of four months became the number one adult radio station in Chicago; and

WHEREAS, Through all of his hard work, sacrifice and dedication, Mr. Mayo 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 third day of August, 1994, do hereby congratulate Barry A. Mayo for twenty years of dedicated service, and do hereby wish him much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barry A. Mayo.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE JOHN E. MC CARTHY.

WHEREAS, John E. "Doc" McCarthy passed away on Wednesday, July 27, 1994, at the age of fifty; and

WHEREAS, John E. McCarthy, beloved husband of the late Marie (nee Duhig); and

WHEREAS, John E. McCarthy, devoted father of Timothy, Colleen, Barbara, Patrick and Michael; and

WHEREAS, John E. McCarthy, loving son of Rose and the late Edmund; and

WHEREAS, John E. McCarthy, dearest brother of James F., Edmund (Marge), Eileen (Carmen) Monaco, Thomas, and the late Joseph (the late Betty) McCarthy; and

WHEREAS, John E. McCarthy, fond uncle of many nieces and nephews; and

WHEREAS, John E. McCarthy's lengthy law enforcement career includes his former service as a member of the Chicago Police Department and as the former Chief of Court Services for the Cook County Sheriff's Office from 1970 to 1986; and

WHEREAS, John E. McCarthy, also worked as an investigator for the Cook County State's Attorney's Office from 1986 until 1991, when he assumed his duties as assistant director of security at McCormick Place, the post he held until the time of his death; and

WHEREAS, John E. McCarthy, precinct captain of the 11th Ward's 12th precinct, member of the 11th Ward's Democratic Organization, member of the Flags S.A.C., and proud resident of the 11th Ward's Canaryville community; and

WHEREAS, A cherished friend of many and a good neighbor to all, John E. "Doc" McCarthy will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, A.D., do hereby pay tribute to the memory of the late John E. "Doc" McCarthy, and extend to his family our deepest condolences and heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late John E. "Doc" McCarthy.

TRIBUTE TO LATE MRS. JOSEPHINE POWELL.

WHEREAS, Josephine Powell (nee Parrillo) passed away on Friday, July 8, 1994, at the age of seventy; and

WHEREAS, Josephine Powell, beloved wife of Carl; and

WHEREAS, Josephine Powell, loving mother of Carl (Jody) and Thomas (Mary Ann); and

WHEREAS, Josephine Powell, dear grandmother of Nicole, Carl, Joey, Ali and Annie; and

WHEREAS, Josephine Powell, great-grandmother of three; and

WHEREAS, Josephine Powell, dear sister of August Parrillo, Anna Baranco, Dolly (Vito) Parrillo, and the late Domenic (Mary) Parrillo, Lucille (Joseph) Catino, Antonia (Russell) Gohl, James (Hazel) Parrillo and Dorothy "Dee" Parrillo; and

WHEREAS, Josephine Powell, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend to many and a good neighbor to all, Josephine Powell will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, do hereby extend to the family of the late Josephine Powell our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Josephine Powell.

CONGRATULATIONS EXTENDED TO CROSSING GUARD HELEN G. BINOTTI ON HER RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Crossing Guard Helen G. Binotti has retired from the Chicago Police Department after thirty-one years of service; and

WHEREAS, At the time of her retirement on June 30, 1994, Crossing Guard Helen G. Binotti was assigned to the Chicago Police Department's 9th District ; and

WHEREAS, Crossing Guard Helen G. Binotti was first appointed to the Chicago Police Department on January 8, 1963; and

WHEREAS, Crossing Guard Helen G. Binotti has ably served and protected the children of the City of Chicago, and in particular the 9th District, and will be greatly missed by her fellow officers and superiors; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to Helen G. Binotti our heartiest congratulations upon her retirement and offer to her our best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Helen G. Binotti.

CONGRATULATIONS EXTENDED TO CROSSING GUARD ALFRIEDA BONK ON HER RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Crossing Guard Alfrieda Bonk has retired from the Chicago Police Department after thirty years of service; and

WHEREAS, At the time of her retirement on June 30, 1994, Crossing Guard Alfrieda Bonk was assigned to the Chicago Police Department's 9th District; and

WHEREAS, Crossing Guard Alfrieda Bonk was first appointed to the Chicago Police Department on June 14, 1964; and

WHEREAS, Crossing Guard Alfrieda Bonk has ably served and protected the children of the City of Chicago, and in particular the 9th District, and will be greatly missed by her fellow officers and superiors; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to Alfrieda Bonk our heartiest congratulations upon her retirement and offer to her our best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Alfrieda Bonk.

CONGRATULATIONS EXTENDED TO CROSSING GUARD MARY F. GAGNER ON HER RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Crossing Guard Mary F. Gagner has retired from the Chicago Police Department after forty-three years of service; and

WHEREAS, At the time of her retirement on June 30, 1994, Crossing Guard Mary F. Gagner was assigned to the Chicago Police Department's 9th District; and

WHEREAS, Crossing Guard Mary F. Gagner was first appointed to the Chicago Police Department on August 14, 1951; and

WHEREAS, Crossing Guard Mary F. Gagner has ably served and protected the children of the City of Chicago, and in particular the 9th District, and will be greatly missed by her fellow officers and superiors; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to Mary F. Gagner our heartiest congratulations upon her retirement and offer to her our best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mary F. Gagner.

CONGRATULATIONS EXTENDED TO MR. CHESTER C. WITKOWSKI ON HIS SEVENTY-FIFTH BIRTHDAY.

WHEREAS, Chester C. Witkowski will observe his seventy-fifth birthday on Saturday, August 6, 1994; and

WHEREAS, Chester C. Witkowski was born in the City of Chicago on August 6, 1919, and has resided in Chicago's 11th Ward for his entire life; and

WHEREAS, Chester C. Witkowski, and his wife of fifty-three years, Dorothy, have three children, Robert, Christine and Jacqueline; and

WHEREAS, Chester and Dorothy Witkowski's family has grown to include the spouses and companion of their children, Dennise, Angelo and Rocco; their grandchildren, Danielle, Lisa, Christopher, Michael David, Michael Angelo and Rocco; and their great-grandchildren, Robby and Bobby; and

WHEREAS, As Chester C. Witkowski celebrates his seventy-fifth birthday, he will look back with great satisfaction upon the many aspects and accomplishments of his life, including his service for his country during World War II, his affiliation with the Elks Club and his long career with the Illinois State Police; and

WHEREAS, Chester C. Witkowski is richly deserving of the warm and fond wishes of his family members, friends and associates upon the celebration of this important occasion of the seventy-fifth anniversary of his birth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to Chester C. Witkowski our heartiest congratulations upon his seventy-fifth birthday and offer to him our sincerest best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Chester C. Witkowski.

CONGRATULATIONS EXTENDED TO DARIUS-GIRENAS AMERICAN LEGION POST NUMBER 271 AND AUXILIARY UNIT ON THEIR SIXTY-SECOND ANNUAL JOINT INSTALLATION OF OFFICERS.

WHEREAS, Darius-Girenas American Legion Post Number 271 and the Auxiliary Unit of the American Legion Department of Illinois will conduct its sixty-second Annual Joint Installation of Officers on Sunday, August 7, 1994; and

WHEREAS, The Joint Installation will be held at the Darius-Girenas Memorial Building, located at 4416 -- 4420 South Western Avenue in Chicago's 11th Ward; and

WHEREAS, Post Officers for 1994 -- 1995 are Charles Flood, Commander; Ruben Flores, Senior Vice-Commander; William Dunavent, Jr., Vice-Commander; Sally Fotopulos, Finance Officer; Terrance Lindahl, Adjutant; Jules Corbett, Judge Advocate; Stanley Walters, Chaplain; Casey Noga, Sr., Service Officer; and Donald Dausinas, Sergeant-at-Arms; and

WHEREAS, Auxiliary Officers for 1994 -- 1995 are Shirley A. Cusick, President; Marie Becvar, First Vice-President; Patricia H. Vacha, Treasurer; Millie Dunavant, Secretary; Florence Patocka, Historian; Helen Baltutis, Chaplain; and Connie Baltutis, Sergeant-at-Arms; and

WHEREAS, Darius-Girenas American Legion Post Number 271 is dedicated to serving the veterans of all wars and their families, and to perpetuating the memory and heritage of its valiant namesakes, Captain Stephen Darius and Lieutenant Stanley Girenas; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to all members and officers of Darius-Girenas American Legion Post Number 271 and its Auxiliary Unit our sincerest congratulations upon their sixtieth Annual Joint Installation and our best wishes for success in all their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Darius-Girenas American Legion Post Number 271 and its Auxiliary Unit.

CONGRATULATIONS EXTENDED TO MC KINLEY PARK BOYS INTERMEDIATE SOFTBALL TEAM ON WINNING CHICAGO PARK DISTRICT'S 1994 CITYWIDE BOYS INTERMEDIATE SOFTBALL CHAMPIONSHIP.

WHEREAS, The McKinley Park Boys Intermediate Softball Team captured first place in the Chicago Park District's 1994 Citywide Boys Intermediate Softball Championship; and

WHEREAS, The McKinley Park Boys Intermediate Softball Team competed on July 16, 1994 in Chicago's Grant Park in both the semifinals and the finals of the Championship; and

WHEREAS, McKinley Park defeated Beverly 9 to 5 in the semifinals and went on to defeat Lawler 15 to 3 in the finals; and

WHEREAS, The players on the McKinley Park Boys Intermediate Softball Team are Jason Judge, Bob Miller, Mike Bertoni, Steve Reynolds, Jim Loughney, Brian O'Malley, Anthony Cozzi, Denny Gastir, Bill Murczek, Bill Kucilski, Marty Brongel, Jim Kozmopolis, and Kurt Kamradt; and

WHEREAS, The McKinley Park Boys Intermediate Softball Team is coached by John Tiritilli, Brian Sullivan and Nick Gigiello; and

WHEREAS, The people of the 11th Ward are greatly appreciative and very proud of the players on the McKinley Park Boys Intermediate Softball Team for capturing the citywide title, thus bringing great renown and distinction both to themselves and their community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby join the residents of the 11th Ward in extending to the players and coaches of the McKinley Park Boys Intermediate Softball Team our heartiest congratulations upon their outstanding victory, and offer them our best wishes for continued success in all their future athletic endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the McKinley Park Boys Intermediate Softball Team.

Presented By

ALDERMAN FARY (12th Ward):

CONGRATULATIONS EXTENDED TO MRS. JOSEPHINE HANKES ON HER EIGHTY-FIFTH BIRTHDAY.

WHEREAS, Josephine Hankes will celebrate her eighty-fifth birthday on September 11, 1994; and

WHEREAS, Josephine Hankes was the devoted wife of the late John Patrick Hankes; and

WHEREAS, Their years of married life produced a loving and close family, consisting of their sons: Robert, Erwin and Jack; and

WHEREAS, Josephine Hankes has ten grandchildren: Robert, Jr., Michael, Mark, John, James, the late Joseph, Jeffery, Jeannie, John, Jr. and Thomas; and

WHEREAS, Josephine Hankes has nine great-grandchildren: Bethany, Daniel, Julie, Andrea, Christopher, Alison, Molly, Timothy and Alyssa; and

WHEREAS, The eighty-fifth birthday of Josephine Hankes is a joyous occasion in the Hankes family, to be marked with much celebration, love, and happiness; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August in 1994, do hereby extend to Josephine Hankes our heartiest congratulations and warmest wishes upon the observance of her eighty-fifth birthday, and do extend to her our hopes for continued long life, good health, and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Josephine Hankes.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. GEORGE W. BURKE.

WHEREAS, Almighty God in his infinite wisdom has called George W. Burke to his eternal reward at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Burke was the director of public affairs for Public Communications, Inc. (P.C.I.) and was the former community events director for the *Chicago Tribune;* and

WHEREAS, Mr. Burke was the secretary of the Chicago World's Fair 1992 Corporation and The Chicago World's Fair 1992 Authority; and

WHEREAS, Mr. Burke was a man who was committed to excellence and who had high standards of integrity; and

WHEREAS, Mr. Burke's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Burke was a devoted husband to his wife, Margie, and a loving father to his children, Wynn and Maggie, 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. Burke 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. Burke 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 third day of August, 1994, do hereby commemorate George W. Burke 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 George W. Burke.

TRIBUTE TO LATE MR. THOMAS CARLIN.

WHEREAS, Almighty God in his infinite wisdom has called Thomas Carlin to his eternal reward at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an attorney, Mr. Carlin upheld the highest legal standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Carlin was an expert in corporate and commercial real estate matters and played a leading role in some of the major real estate developments in the Chicago area; and

WHEREAS, Mr. Carlin's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Carlin was a devoted husband to his wife, Esther, and a loving father to his children, Louise Berger and Dr. Richard Carlin, to whom he passed on many of the same qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Carlin 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. Carlin 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 third day of August, 1994, do hereby commemorate Thomas Carlin 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 Thomas Carlin.

TRIBUTE TO LATE MRS. MARGUERITE CONNERS.

WHEREAS, Almighty God in his infinite wisdom has called Marguerite Conners to her eternal reward at the age of ninety-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Conners was one of the very first women to serve proudly in the United States Navy; and

WHEREAS, Mrs. Conners was a "yeomanette" in the United States Navy during World War I; and

WHEREAS, Mrs. Conners was a pioneer, who set an example for women throughout the United States; and

WHEREAS, Mrs. Conners' courage, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Conners was a devoted wife to her late husband, Second Deputy Chicago Fire Marshal Paul H. Conners, and a loving mother to her sons, Robert and Paul, Jr., 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. Conners 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. Conners 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 third day of August, 1994, do hereby commemorate Marguerite Conners 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 Marguerite Conners.

TRIBUTE TO LATE MR. MICHAEL COONEY.

WHEREAS, Almighty God in his infinite wisdom has called Michael Cooney 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. Cooney served as a loyal member of the Chicago Police Department for thirty-three years; and

WHEREAS, Throughout his long and distinguished career serving the Chicago Police Department, Mr. Cooney upheld the highest standards of law enforcement, earning the title of district commander as well as the respect and admiration of his colleagues; and

WHEREAS, Mr. Cooney earned the trust and respect of the late Chicago Mayor Martin H. Kennelly, for whom he served proudly as a bodyguard; and

WHEREAS, Mr. Cooney also served his country heroically during World War II, where Mr. Cooney was awarded a Purple Heart after being wounded during the Battle of the Bulge; and

WHEREAS, Mr. Cooney's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Cooney was a devoted husband to his wife, Catherine, and a loving father to his children, Thomas, Michael J. and Margaret, 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. Cooney 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. Cooney 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 third day of August, 1994, do hereby commemorate Michael Cooney 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 Michael Cooney.

TRIBUTE TO LATE MRS. BARBARA K. FAIRBANK.

WHEREAS, Almighty God in his infinite wisdom has called Barbara K. Fairbank to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Fairbank was the president of the Women's Board of the Rehabilitation Institute of Chicago from 1987 to 1989; and

WHEREAS, Mrs. Fairbank was an active and vocal member of the Women's Board for thirty-five years; and

WHEREAS, Mrs. Fairbank was a person who was committed to excellence and who had high standards of integrity; and

WHEREAS, Mrs. Fairbank's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Fairbank was a devoted wife to her husband, Livingston, and a loving mother to her children, Diana and Laird, and her stepchildren, Sandra Beebe, Ted and Tony, 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. Fairbank 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. Fairbank 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 third day of August, 1994, do hereby commemorate Barbara K. Fairbank 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 Barbara K. Fairbank.

TRIBUTE TO LATE MRS. FRANCES E. FEINBERG.

WHEREAS, Almighty God in his infinite wisdom has called Frances E. Feinberg to her eternal reward at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Feinberg was a major benefactor of religious, educational and medical research organizations; and

WHEREAS, Mrs. Feinberg was the vice president of the Joseph and Bessie Feinberg Foundation; and

WHEREAS, Mrs. Feinberg's generosity and altruism left a great legacy of caring and kindness; and

WHEREAS, Mrs. Feinberg played a key role in establishing the Feinberg Cardiovascular Research Institute at Northwestern University; and

WHEREAS, Mrs. Feinberg established a chair in ophthalmology at Northwestern University Medical School; and

WHEREAS, Mrs. Feinberg established chairs in Israel's Weitzmann Institute of Science, Ben Gurion University and the Technion; and

WHEREAS, Mrs. Feinberg furnished funding to the Hebrew Theological College, Associated Talmud Torahs, Anshe Emet Synagogue, Telshe Yeshiva and the Ravinia Festival; and

WHEREAS, Mrs. Feinberg's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Feinberg was a devoted wife to her husband, Reuben, and a loving mother to her son, the late Samuel Joseph, 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. Feinberg 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. Feinberg 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 third day of August, 1994, do hereby

commemorate Frances E. Feinberg 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 Frances E. Feinberg.

TRIBUTE TO LATE DR. C. LARKIN FLANAGAN.

WHEREAS, Almighty God in his infinite wisdom has called Dr. C. Larkin Flanagan to his eternal reward at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as a doctor, Dr. Flanagan upheld the highest standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Dr. Flanagan served as medical director for the Federal Reserve Bank of Chicago; and

WHEREAS, Dr. Flanagan served as medical director for the Central States, Southeast, Southwest Conference of Teamsters Health and Welfare Fund; and

WHEREAS, Dr. Flanagan served as medical director for the Insurance Company of Illinois; and

WHEREAS, Dr. Flanagan taught as an associate professor of medicine emeritus at Northwestern University Medical School; and

WHEREAS, Dr. Flanagan published thirty-four papers on such diverse subjects as preventive medicine, hemolytic anemias, treatment of malaria, kidney function and disease as well as medical care cost control; and

WHEREAS, Dr. Flanagan's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Dr. Flanagan was a devoted husband to his wife, Rebecca, and a loving father to his daughter, Victoria, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Flanagan 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. Flanagan 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 third day of August, 1994, do hereby commemorate Dr. C. Larkin Flanagan for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. C. Larkin Flanagan.

TRIBUTE TO LATE MR. MELVIN A. HARDIES.

WHEREAS, Almighty God in his infinite wisdom has called Melvin A. Hardies 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, Throughout his long and distinguished career as an attorney, Mr. Hardies upheld the highest legal standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Hardies was an expert in corporate securities and public utilities law; and

WHEREAS, Mr. Hardies was a senior partner for the Chicago-based law firm of Ross and Hardies before his retirement in 1979; and

WHEREAS, Mr. Hardies served during World War II as a member of the Navy's Office of General Counsel; and

WHEREAS, Mr. Hardies' hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Hardies was a devoted husband to his wife, Marguerite, and a loving father to his children, Diane and Martha, and stepchildren, Debra, Patricia and Maureen, 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. Hardies 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. Hardies 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 third day of August, 1994, do hereby commemorate Melvin A. Hardies 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 Melvin A. Hardies.

TRIBUTE TO LATE DR. LOTHAR H. HUSSMAN.

WHEREAS, Almighty God in his infinite wisdom has called Dr. Lothar H. Hussman to his eternal reward at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Hussman, a physician and scientist, pioneered work on cancer detection; and

WHEREAS, Dr. Hussman developed the theory of "Dipole Model of Cancer" that linked the effects of naturally occurring electrical fields in the body to the behavior of cancerous tissue; and

WHEREAS, Dr. Hussman's unprecedented research in the use of ultrasound in the detection of cancer represented significant advancements in the medical field; and

WHEREAS, Dr. Hussman's medical breakthroughs were often chronicled in such preeminent publications as the *American Medical Journal* and *Scientific America;* and

WHEREAS, Dr. Hussman was the recipient of the Illinois Medical Society's Golden Award for original research; and

WHEREAS, Dr. Hussman's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Dr. Hussman was a devoted husband to his wife, Dr. Julia Hussman, and a loving father to his sons, Mark, Karl and John, to whom he passed on many of the same qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Hussman 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. Hussman 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 third day of August, 1994, do hereby commemorate Dr. Lothar H. Hussman for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Lothar H. Hussman.

TRIBUTE TO LATE DR. JOHN P. IGINI.

WHEREAS, Almighty God in his infinite wisdom has called Dr. John P. Igini to his eternal reward at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as a doctor, Dr. Igini upheld the highest standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Dr. Igini served as the chief of surgery at Saint Anne's Hospital; and

WHEREAS, Dr. Igini was a clinical instructor of surgery at Loyola Hospital; and

WHEREAS, Dr. Igini was a diplomate of the American Board of Surgery; and

WHEREAS, Dr. Igini was a fellow of the American College of Surgeons, American International College of Surgeons and American Society of Chest Physicians; and

WHEREAS, Dr. Igini was an exceptionally charitable and altruistic person, whose legacy will live on in the hearts of those he touched with his generosity; and

WHEREAS, Dr. Igini's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Dr. Igini was a devoted husband to his wife, Catherine, and a loving father to his children, Carol and John, Jr., to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Igini 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. Igini 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 third day of August, 1994, do hereby commemorate Dr. John P. Igini for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. John P. Igini.

TRIBUTE TO LATE MR. GEORGE M. KEANE.

WHEREAS, Almighty God in his infinite wisdom has called George M. Keane to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an attorney, Mr. Keane upheld the highest legal standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Keane was a member of the Cook County Board of Tax Appeals; and

WHEREAS, Mr. Keane served proudly in the United States Navy during World War II; and

WHEREAS, Mr. Keane was a graduate of the Naval Intelligence School, where he received his training in sabotage and espionage investigation; and

WHEREAS, Mr. Keane's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Keane was a devoted husband to his wife, Mary Jane, and a loving father to his children, Ellen Jane, Sharon Chamberlain, Mary Margaret Crotty, Madeline Depp, Kathleen Werner, Grace Wilke and George, Jr., to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Keane 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. Keane 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 third day of August, 1994, do hereby commemorate George M. Keane 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 George M. Keane.

TRIBUTE TO LATE MRS. ESTHER SILBER KOPSTEIN.

WHEREAS, Almighty God in his infinite wisdom has called Esther Silber Kopstein to her eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Kopstein was a longtime volunteer at Mount Sinai Hospital; and

WHEREAS, Mrs. Kopstein was a respected and thoroughly dependable historian, who advised The Chicago Jewish Historical Society and the Chicago Public Library on certain historical projects and exhibits; and

WHEREAS, Mrs. Kopstein was twice nominated for a City Volunteer of the Year Award by Mount Sinai Hospital; and

WHEREAS, Mrs. Kopstein contributed more than 3,500 hours of volunteer work at the hospital; and

WHEREAS, Mrs. Kopstein was an exceptionally charitable and altruistic person; and

WHEREAS, Mrs. Kopstein's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Kopstein was a loving mother to her daughters, Michele Vishny and Leila Avrin, 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. Kopstein 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. Kopstein 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 third day of August, 1994, do hereby commemorate Esther Silber Kopstein 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 Esther Silber Kopstein.

TRIBUTE TO LATE MR. SAMUEL V. LIZZO.

WHEREAS, Almighty God in his infinite wisdom has called Samuel V. Lizzo to his eternal reward at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Lizzo was a personal banker with The Northern Trust Company for sixty years; and

WHEREAS, Mr. Lizzo was the banker of choice among many sorts of successful and discerning citizens of Chicago; and

WHEREAS, Mr. Lizzo, a well respected and a highly trusted financial advisor, was a tremendous asset to The Northern Trust Company; and

WHEREAS, Mr. Lizzo was a man who was committed to excellence and who had high standards of integrity; and

WHEREAS, Mr. Lizzo's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Lizzo was a devoted husband to his wife, Martha, and a loving father to his daughter, Frances Salvi, 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. Lizzo 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. Lizzo 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 third day of August, 1994, do hereby commemorate Samuel V. Lizzo 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 Samuel V. Lizzo.

TRIBUTE TO LATE MILWAUKEE MAYOR HENRY MAIER.

WHEREAS, Almighty God in his infinite wisdom has called former Milwaukee Mayor Henry Maier 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 as a public servant, Mayor Maier upheld the highest standards, earning him the respect and admiration of his colleagues and constituents alike; and

WHEREAS, Mayor Maier served as mayor from 1960 to 1988, heading the City of Milwaukee for twenty-eight years; and

WHEREAS, Mayor Maier had dedicated his life to leading his beloved City of Milwaukee; and

WHEREAS, Mayor Maier's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mayor Maier was a devoted husband to his wife, Dr. Karen A. Lamb, and a loving father to his children, 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 Mayor Maier to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mayor Maier 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 third day of August, 1994, do hereby commemorate former Milwaukee Mayor Henry Maier 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 Mayor Henry Maier.

TRIBUTE TO LATE MR. JAMES F. O'NEIL.

WHEREAS, Almighty God in his infinite wisdom has called James F. O'Neil to his eternal reward at the age of thirty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. O'Neil was the founder of the Jonah Project, a volunteer effort to provide Christmas stockings to AIDS patients at Cook County Hospital; and

WHEREAS, Throughout his tragically brief but memorable tenure at the realm of the Jonah Project, Mr. O'Neil brought to light the importance of religion to those suffering from AIDS, and praised the churches that ministered to the AIDS patient's needs; and

WHEREAS, Mr. O'Neil was a social worker and a staff therapist at the Community Counseling Centers of Chicago; and

WHEREAS, Mr. O'Neil was a member of the speakers bureau of the Midwest AIDS Training and Education Center; and

WHEREAS, Mr. O'Neil was an active member of the AIDS Pastoral Care Network; and

WHEREAS, Mr. O'Neil's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. O'Neil 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. O'Neil 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 third day of August, 1994, do hereby commemorate James F. O'Neil 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 James F. O'Neil.

TRIBUTE TO LATE MR. BOB PAYTON.

WHEREAS, Almighty God in his infinite wisdom has called Bob Payton 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, Throughout his long and distinguished career, Mr. Payton's expertise and knowledge of the restaurant business earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Payton was a visionary, who brought Chicago-style pizza and ribs to Europe; and

WHEREAS, Mr. Payton was the owner of Chicago Pizza Pie Factory, Chicago Rib Shack and Windy City Bar & Grill, all of which were inspired by restaurants in Chicago; and

WHEREAS, Mr. Payton was described as Chicago's unofficial ambassador to Europe, a title of which he was very proud; and

WHEREAS, Mr. Payton's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Payton 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. Payton 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 third day of August, 1994, do hereby commemorate Bob Payton 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 Bob Payton.

TRIBUTE TO LATE MR. JAMES M. PERRY.

WHEREAS, Almighty God in his infinite wisdom has called James M. Perry to his eternal reward at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long distinguished career as an attorney, Mr. Perry upheld the highest legal standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Perry joined Northwestern University in 1972 and was associated with Northwestern University for more than twenty-one years; and

WHEREAS, Mr. Perry was appointed associate general counsel for Northwestern University in 1981; and

WHEREAS, In 1988, the Northwestern University Department of Medicine recognized Mr. Perry with the Distinguished Service Award, citing him "as a model of the highest performance that our legal system can achieve"; and

WHEREAS, Mr. Perry was active in civic affairs for more than twenty years; and

WHEREAS, Mr. Perry served as vice president of the Evanston Township High School District 202 Board of Education from 1989 to 1991; and

WHEREAS, Mr. Perry served on the Evanston Housing Commission from 1980 to 1984; and

WHEREAS, Mr. Perry served as vice president of the Evanston Public Library and president of the United Way from 1977 to 1978; and

WHEREAS, Mr. Perry was a man who was committed to excellence and who had high standards of integrity; and

WHEREAS, Mr. Perry's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Perry was a devoted husband to his wife, Jean, and a loving father to his daughter, Jocelyn, 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. Perry 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. Perry 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 third day of August, 1994, do hereby commemorate James M. Perry 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 James M. Perry.

TRIBUTE TO LATE MR. ROBERT A. PRINGLE.

WHEREAS, Almighty God in his infinite wisdom has called Robert A. Pringle to his eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Pringle was the vice chancellor for academic affairs for the Illinois Board of Governors Universities; and

WHEREAS, Mr. Pringle was a pioneer in the academic field; and

WHEREAS, Mr. Pringle initiated and developed the Board of Governors bachelor of arts degree program and the academic program review, which allow adults to obtain degrees based on what they have learned outside the classroom; and

WHEREAS, Mr. Pringle's programs have enabled 11,000 people to earn bachelor's degrees; and

WHEREAS, Through his talent and dedication, Mr. Pringle maintained and enhanced the Illinois Board of Governors' reputation; and

WHEREAS, Mr. Pringle was a former associate director for operating budgets at the Illinois Board of Higher Education; and

WHEREAS, Mr. Pringle was tireless in his efforts to improve Illinois higher education; and

WHEREAS, Mr. Pringle's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Pringle was a devoted husband to his wife, Marla, and a loving father to his sons, Robert, Jr. and Nelson, 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. Pringle 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. Pringle 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 third day of August, 1994, do hereby commemorate Robert A. Pringle 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 Robert A. Pringle.

TRIBUTE TO LATE MRS. MILDRED G. RECKTENWALD.

WHEREAS, Almighty God in his infinite wisdom has called Mildred G. Recktenwald to her eternal reward at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Recktenwald was a past officer in the Saint Francis Xavier Catholic Woman's Club; and

WHEREAS, Mrs. Recktenwald also dedicated tremendous time and energy to the LaGrange Park neighborhood, where she was a longtime resident; and

WHEREAS, Mrs. Recktenwald's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Recktenwald 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. Recktenwald 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 third day of August, 1994, do hereby

commemorate Mildred G. Recktenwald 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 Mildred G. Recktenwald.

TRIBUTE TO LATE REVEREND GEORGE M. RIDDICK.

WHEREAS, Almighty God in his infinite wisdom has called Reverend George "Ed" Riddick to his eternal reward at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Reverend Riddick was the pastor of Blackwell Memorial A.M.E. Zion Church and dean of the Christian Education Institute for the Michigan Conference, A.M.E. Zion; and

WHEREAS, Reverend Riddick was a senior vice president and a founding member of Operation P.U.S.H. and served on its staff as director of research for more than twenty years; and

WHEREAS, Reverend Riddick participated in the civil rights march in Selma, Alabama, and worked with Dr. Martin Luther King, Jr. during his visits to Chicago; and

WHEREAS, Through his perseverance and dedication, Reverend Riddick maintained and enhanced Operation P.U.S.H.'s stature and reputation; and

WHEREAS, Reverend Riddick was an inspirational man, who retained his verve and integrity throughout his long and eventful career; and

WHEREAS, Reverend Riddick's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Reverend Riddick 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, Reverend Riddick 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 third day of August, 1994, do hereby commemorate Reverend George "Ed" Riddick 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 Reverend George "Ed" Riddick.

TRIBUTE TO LATE MR. MILTON S. ROSENSTEIN.

WHEREAS, Almighty God in his infinite wisdom has called Milton S. Rosenstein to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Rosenstein served as a loyal member of the Chicago Police Department for forty years; and

WHEREAS, Throughout his long and distinguished career serving the Chicago Police Department, Mr. Rosenstein upheld the highest standards of law enforcement, earning the title of lieutenant as well as the respect and admiration of his colleagues; and

WHEREAS, Mr. Rosenstein displayed integrity and bravery throughout his career as a member of the Chicago Police Department; and

WHEREAS, Mr. Rosenstein's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Rosenstein was a devoted husband to his wife, Rita, and a loving father to his son, Howard, 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. Rosenstein 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. Rosenstein 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 third day of August, 1994, do hereby commemorate Milton S. Rosenstein 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 Mr. Milton S. Rosenstein.

TRIBUTE TO LATE MR. ERNEST A. SPIOTTO.

WHEREAS, Almighty God in his infinite wisdom has called Ernest A. Spiotto 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. Spiotto served as a loyal member of the Chicago Police Department for twenty-nine years; and

WHEREAS, Throughout his long and distinguished career serving the Chicago Police Department, Mr. Spiotto upheld the highest standards of law enforcement, earning the title of detective sergeant, as well as the respect and admiration of his colleagues; and

WHEREAS, Mr. Spiotto later relocated to Florida and served on the Port St. Lucie City Council from 1980 to 1984; and

WHEREAS, Mr. Spiotto also served his country heroically during World War II, as a proud member of the United States Army; and

WHEREAS, Mr. Spiotto's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Spiotto was a devoted husband to his wife, Virginia J. Spiotto, and a loving father to his children, Ernest A., Jr., Carl M., Marcia Monahan and the late Janine M., 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. Spiotto 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. Spiotto 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 third day of August, 1994, do hereby commemorate Ernest A. Spiotto 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 Ernest A. Spiotto.

TRIBUTE TO LATE DR. ROBERT J. STEIN.

WHEREAS, Almighty God in his infinite wisdom has called Dr. Robert J. Stein 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, Dr. Stein was the first person to hold the position of Cook County medical examiner, serving from 1976 to 1993; and

WHEREAS, Dr. Stein was a world authority for his work and writings in the field of forensic pathology;

WHEREAS, Dr. Stein was the head of the pathology department at the Northern Illinois Medical Center and the former director of pathology and toxicology at Abbott Laboratories; and

WHEREAS, Through his talent and dedication, Dr. Stein maintained and enhanced the Cook County Medical Examiner's Office's reputation; and

WHEREAS, Dr. Stein retained his integrity and high standards throughout his long and eventful career; and

WHEREAS, Dr. Stein's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Dr. Stein was a devoted husband to his wife, Elsa, and a loving father to his sons, Dr. Tye and Peter, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Stein 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. Stein 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 third day of August, 1994, do hereby commemorate Dr. Robert J. Stein for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Robert J. Stein.

TRIBUTE TO LATE MR. JOHN R. STIEMAN.

WHEREAS, Almighty God in his infinite wisdom has called John R. Stieman 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. Stieman, a certified public accountant and senior arson investigator, was credited with applying the tools of accounting to identify potential cases of arson for profit; and

WHEREAS, Mr. Stieman was a pioneer in the field of arson investigation; and

WHEREAS, Mr. Stieman was an expert in exposing insurance fraud in cases where arson was a factor; and

WHEREAS, Throughout his long and distinguished thirty-three year career in federal service, Mr. Stieman has upheld the highest professional standards, earning him the respect and admiration of his colleagues; and

WHEREAS, Through his talent and dedication, Mr. Stieman maintained and enhanced the Bureau of Alcohol,Tobacco and Firearms' reputation; and

WHEREAS, Mr. Stieman's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Stieman was a devoted husband to his wife, Paulette, and a loving father to his sons, John, Jeffrey and Jason, 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. Stieman 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. Stieman 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 third day of August, 1994, do hereby commemorate John R. Stieman 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 R. Stieman.

TRIBUTE TO LATE MR. C. E. WINCHELL.

WHEREAS, Almighty God in his infinite wisdom has called C. E. "Bill" Winchell to his eternal reward at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Winchell served his country heroically during World War II; and

WHEREAS, Mr. Winchell was a crew member of the history-making World War II bomber, the *Memphis Belle*; and

WHEREAS, Mr. Winchell and his crew were the first to survive twenty-five missions over wartime Europe without a fatality; and

WHEREAS, Mr. Winchell earned the trust and respect of all the crew members of the *Memphis Belle*, for whom he served proudly as the left waist gunner; and

WHEREAS, Mr. Winchell's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Winchell was a devoted husband to his wife, Laura, and a loving father to his daughter Jacqueline Stevens, 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. Winchell 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. Winchell 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 third day of August, 1994, do hereby commemorate C. E. "Bill" Winchell 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 C. E. "Bill" Winchell.

CONGRATULATIONS EXTENDED TO MR. GRAHAM C. GRADY ON BEING NAMED CHIEF OPERATING OFFICER OF CHICAGO HOUSING AUTHORITY.

WHEREAS, Graham C. Grady, Commissioner of the City of Chicago Department of Buildings, has been named Chief Operating Officer of the Chicago Housing Authority; and

WHEREAS, The Chicago City Council has been informed of this prestigious and momentous event by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Grady's expertise and knowledge have earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Grady retained his integrity and standards throughout his tenure; and

WHEREAS, Through his talent and dedication, Mr. Grady maintained and enhanced the City of Chicago Department of Buildings' reputation; and

WHEREAS, Through all his hard work, sacrifice and dedication, Mr. Grady 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 third day of August, 1994, do hereby congratulate Graham C. Grady for being named Chief Operating Officer of the Chicago Housing Authority, and do hereby wish him much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Graham C. Grady.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO CHIEF JUDGE HARRY G. COMERFORD ON THIRTY-FOUR YEARS OF DEDICATED SERVICE WITH COOK COUNTY CIRCUIT COURT.

WHEREAS, On Tuesday, July 12, 1994, Chief Judge Harry G. Comerford announced he will not seek retention to the Cook County Circuit Court; and

WHEREAS, The Chicago City Council has been informed of this historic and momentous occasion by Alderman Edward M. Burke and Alderman Burton F. Natarus; and

WHEREAS, Throughout his long and distinguished thirty-four year career, sixteen of which were as a chief judge, Chief Judge Comerford has upheld the highest legal standards, earning him the respect and admiration of his colleagues; and

WHEREAS, During his sixteen years as chief judge, Chief Judge Comerford has remained a leader to and an example for the two hundred circuit court judges and one hundred sixty associate judges within the Cook County Circuit Court system; and

WHEREAS, Chief Judge Comerford retained his integrity and standards throughout his tenure; and

WHEREAS, Through his talent and dedication, Chief Judge Comerford maintained and enhanced the Cook County Circuit Court's reputation; and

WHEREAS, Chief Judge Comerford'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 third day of August, 1994, do hereby congratulate Chief Judge Harry G. Comerford for thirty-four years of dedicated service on the bench of the Cook County Circuit Court, and do hereby extend our sincere best wishes to him in his future endeavors ; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chief Judge Harry G. Comerford.

Presented By

ALDERMAN MURPHY (18th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. RUSSELL YOUNG ON THEIR FIFTY-SEVENTH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Russell Young, outstanding citizens of Chicago's great southwest side, are celebrating fifty-seven years of wedded bliss September 1, 1994; and

WHEREAS, Both Eleanor and Russell Young are lifelong Chicago citizens and have resided in Chicago's 18th Ward since 1969. They are members of Saint Thomas More Church and are highly visible in their grateful community; and

WHEREAS, Russell Young was employed by the *Chicago Sun-Times* until 1958, when he founded the Market News Agency. He also helped found the Newsboys Scholarship Fund, which is still active and which has promoted education among many young citizens. He retired in 1973; and

WHEREAS, Eleanor and Russell Young symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, Russell, Glenn and Janet; their grandchildren, Terry, Joe, Joy, Megan, Tracy and Wayne; and their great-grandchildren, Kelsey and Brianna; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Russell Young on their fifty-seventh wedding anniversary September 1, 1994, and extend to this outstanding couple our 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. Russell Young.

Presented By

ALDERMAN TROUTMAN (20th Ward):

CONGRATULATIONS EXTENDED TO MRS. MAMIE BROWN ON HER NINETIETH BIRTHDAY.

WHEREAS, Mamie Brown, a wonderful neighbor and friend to the citizens of Chicago's great south side, celebrated her ninetieth birthday July 4, 1994; and

WHEREAS, Mamie Brown, born in Meda, Georgia, July 4, 1904, fled from race riots in 1919, and ultimately settled in Chicago in 1921. She has lived in our 20th Ward some fifty-three years; and

WHEREAS, Mamie Brown is widely known for her thirty-six year participation in Citywide garden competitions. A firm supporter of urban beautification, she has set standards of gardening which are emulated throughout her community; and

WHEREAS, Mamie Brown is a devout member of Saint Columbanus Parish and celebrated this great milestone with her family, including two grandchildren, one great-grandchild, and many friends and admirers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby congratulate Mamie Brown on the occasion of her ninetieth birthday, and extend to this fine citizen our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mamie Brown.

CONGRATULATIONS EXTENDED TO REVEREND EDDIE H. GARDNER ON HIS RETIREMENT.

WHEREAS, The Reverend Eddie H. Gardner, Pastor of the First Paradise Baptist Church of Chicago, 6736 -- 6738 South Cottage Grove Avenue, in the great 20th Ward, is retiring after thirty-four years from Local 150; and

WHEREAS, He worked for Imperial Crane Services for the last twenty years as an operational engineer; and

WHEREAS, While diligently working in these capacities, he also managed to be a devoted pastor for the last eighteen years as well as a devoted husband to his wife Nanette, and a loving father to his five children; and

WHEREAS, He officially retired on July 28, 1994, and will commence as a full-time family man and pastor; now, therefore,

Be It Resolved, That we, the Mayo and members of the City Council of the City of Chicago, gathered in meeting th third day of August, 1994, do hereby extend our best wishes for a long nd happy retirement to The Reverend Eddie H. Gardner; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to The Reverend Eddie H. Gardner.

CONGRATULATIONS EXTENDED TO REVEREND AND MRS. MELVIN L. MOORE, SR. ON THEIR FIRST YEAR OF MINISTRY AT WOODLAWN UNION MISSIONARY BAPTIST CHURCH.

WHEREAS, On Sunday, August 14, 1994, their grateful congregation will gather in tribute to The Reverend and Sister Melvin L. Moore, Sr., on the first year of their ministry at the Woodlawn Union Missionary Baptist Church, 6359 South Eberhart Avenue, on Chicago's great south side; and

WHEREAS, In only one year, Pastor Melvin L. Moore, Sr. has enlarged the ministry of Woodlawn Union Missionary Baptist Church to embrace the needs of an entire community. He has added an employment/housing ministry, nurses ministry, food pantry, outreach ministry, hospitality/ courtesy ministry and music ministry, among others. Sister Sereese Moore is minister of music and formed a new forty-member choir, The Voices of Praise, and a young adult group, The Inspirational Choir; and

WHEREAS, Under the ministry of Pastor and Mrs. Melvin L. Moore, the congregation has increased, and church improvements have proceeded accordingly. Thanks to the Moores and their inspirational work, Woodlawn Union Missionary Baptist Church thrives and prospers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby congratulate The Reverend and Sister Melvin L. Moore, Sr., on the first year of their ministry at Woodlawn Union Missionary Baptist Church, and extend to them and their congregation our fervent wishes for a continuing and inspiring relationship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Reverend and Mrs. Melvin Moore, Sr..

Presented By

ALDERMAN BIALCZAK (30th Ward):

CONGRATULATIONS EXTENDED TO LEGION OF YOUNG POLISH WOMEN ON CELEBRATION OF THEIR FIFTY-FIFTH ANNIVERSARY DINNER-BALL.

WHEREAS, The Chicago-based Legion of Young Polish Women began in 1939, as an organization responding to the needs of war-torn and scattered Polish citizens. Over the years, this outstanding group continues its contributions to Poland and also reaches out to institutions and citizens of Polish heritage throughout the United States and Europe; and

WHEREAS, The Legion of Young Polish Women is an outstanding group of some two hundred citizens who volunteer their energies and expertise to outstanding philanthropic causes and who in 1994 celebrate the group's fifty-fifth anniversary; and

WHEREAS, Among the Legion of Young Polish Women's proudest achievements has been the establishment and maintenance of the Chair of Polish Language and Literature at the University of Chicago, to assure the local preservation and continuation of a rich and varied culture. The group also contributes generously to the American Red Cross, public television, art museums, the Copernicus Foundation and other organizations of wide scope and influence; and

WHEREAS, On Saturday, September 10, 1994, the Legion of Young Polish Women will celebrate their fifty-fifth anniversary dinner-ball on which the following should be congratulated: Maria Ciesla, Chairman; Grazyna Cioromski, Co-Chairman; Helen Raczynski and Joan Flor, Journal Chairmen and Lucie Bucki, President of Legion of Young Polish Women; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, do hereby congratulate the outstanding efforts of this great philanthropic organization; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Legion of Young Polish Women.

Presented By

ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO CHICAGO FIRE DEPARTMENT ENGINE COMPANY 76 ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, The Chicago Fire Department's Engine Company 76 was organized in 1894 to serve the newly annexed Jefferson Township, and is thus celebrating its one hundredth anniversary of service and protection within Chicago's great northwest side community; and

WHEREAS, A small fire company had existed in Jefferson Township since 1887, but following the annexation of the area -- bounded by North, Harlem, Devon and Western Avenues -- Engine 76 was organized August 23, 1894, at 3517 West Cortland Street, and served from that location until the early 1970s, when it merged with Truck 35 at a modern firehouse at 1747 North Pulaski Road; and

WHEREAS, During the past one hundred years, the Chicago Fire Department's Engine Company 76 has performed ably and bravely and is a great source of pride to its grateful community and City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby express our gratitude and our congratulations to the Chicago Fire Department's great Engine 76 on the one hundredth anniversary of its establishment August 23, 1894. Long may it continue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Fire Department's Engine Company 76.

Presented By

ALDERMAN LEVAR For
ALDERMAN ALLEN (38th Ward):

CHICAGO POLICE OFFICER SHEILA MAGNUS COMMENDED FOR OUTSTANDING ACT OF HEROISM.

WHEREAS, Chicago Police Officer Sheila Magnus represents the most exalted standard of public service; and

WHEREAS, While answering a call to another location, Officer Sheila Magnus and her partner, Officer Michael Tomasiello of the 16th Police District, noticed a great conflagration emanating from the rear of a two-story home at 3916 North Oak Park Avenue. With no thought to their own safety, these brave officers gained entry into the smoke-filled building through the front door, and in their swift reaction to crisis were able to alert all six sleeping residents, who had been unaware of the fire. Officer Magnus and Officer Tomasiello then calmly and pointedly escorted all six residents to safety; and

WHEREAS, All Chicago owes a debt of gratitude to these exemplary public servants, who have placed the welfare of others well above their own; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby commend Chicago Police Officer Sheila Magnus for a great act of heroism in rescuing all six residents from a fire at 3916 North Oak Park Avenue on July 2, 1994, and extend to Officer Magnus our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Sheila Magnus.

CHICAGO POLICE OFFICER MICHAEL TOMASIELLO COMMENDED FOR OUTSTANDING ACT OF HEROISM.

WHEREAS, Chicago Police Officer Michael Tomasiello represents the most exalted standard of public service; and

WHEREAS, While answering a call to another location, Officer Michael Tomasiello and his partner, Officer Shiela Magnus of the 16th Police District, noticed a great conflagration emanating from the rear of a two-story home at 3916 North Oak Park Avenue. With no thought to their own safety, these brave officers gained entry into the smoke-filled building through the front door, and in their swift reaction to crisis were able to alert all six sleeping residents, who had been unaware of the fire. Officer Tomasiello and Officer Magnus then calmly and pointedly escorted all six residents to safety; and

WHEREAS, All Chicago owes a debt of gratitude to these exemplary public servants who have placed the welfare of others well above their own; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby commend Chicago Police Officer Michael Tomasiello for a great act of heroism in rescuing all six residents from a fire at 3916 North Oak Park Avenue on July 2, 1994, and extend to Officer Tomasiello our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Michael Tomasiello.

CONGRATULATIONS EXTENDED TO SAINT PASCAL'S PARISH ON ITS EIGHTIETH ANNIVERSARY.

WHEREAS, Saint Pascal's Parish on Chicago's great northwest side was established in 1914 and is celebrating its eightieth anniversary; and

WHEREAS, During the past eight decades Saint Pascal's has grown to meet the increasing needs of its grateful community and has contributed greatly to the social as well as the spiritual stability throughout the parish; and

WHEREAS, The scope of Saint Pascal's influence and inspiration encompasses numerous activities, from its Youth Ministry Program and its Scouts, Cubs and Brownies organizations to its Senior Center, monthly food collections, and the many groups dedicated to such topics as health care, ethnic diversity, poverty and discrimination; and

WHEREAS, Saint Pascal's continues to stand as a towering inspiration to its parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby congratulate the leaders and members of Saint Pascal's Parish on its eightieth anniversary celebrations, and extend to them our fervent wishes for Saint Pascal's continuing success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Pascal's Parish.

Presented By

ALDERMAN O'CONNOR (40th Ward):

"COMMUNITIES DARE TO CARE" ORGANIZATION COMMENDED FOR ITS EFFORTS IN HELPING COMMUNITIES COMBAT EFFECTS OF GANG ACTIVITY AND SEPTEMBER 12 THROUGH SEPTEMBER 18, 1994 PROCLAIMED "GANG AWARENESS WEEK IN CHICAGO."

WHEREAS, "Communities Dare To Care" is a Chicago-based organization with goals to raise the consciousness of every citizen across this nation and to educate them about the problems of gangs, drugs and violence in cities and states nationwide; and

WHEREAS, "Communities Dare To Care" is currently focusing on three projects, "Kids Dare To Care", "Parents Dare To Care" and "Peace In The Streets"; and

WHEREAS, The goal of "Project Kids Dare To Care" is to commit the schools of the metropolitan Chicago area to heighten awareness of the dangers of gangs, drugs and violence; and

WHEREAS, "Project Parents Dare To Care" will include seminars, presentations and workshops on the dangers of gangs, drugs and violence for parents and community residents, and will encourage the cooperation of social service organizations, government agencies and other groups; and

WHEREAS, "Project Peace In The Streets" is chaired by parents who have lost children due to street violence and will be the culminating event of "Gang Awareness Week", scheduled for September 12 through September 18, 1994; and

WHEREAS, Through information, education and entertainment, "Communities Dare To Care" hopes to reconnect children with their families and communities rather than to gangs, drugs and violence; and

WHEREAS, "Communities Dare To Care" wants to emphasize to parents, schools, churches, businesses, organizations and community residents the importance of their involvement in regaining the leadership and control of their streets, their communities and their children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this third day of August, 1994, A.D., do hereby commend and applaud the efforts of "Communities Dare To Care" and extend our sincere best wishes for success in all future endeavors; and

Be It Further Resolved, That the week of September 12 through September 18, 1994, shall be proclaimed as "Gang Awareness Week in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the co-founders of "Communities Dare To Care" as an expression of our esteem.

WELCOME EXTENDED TO NATIONAL FOUNDATION FOR CONSUMER CREDIT ON ITS ANNUAL CONVENTION SEPTEMBER 26 THROUGH SEPTEMBER 30, 1994 AND GRATITUDE EXTENDED TO CONSUMER CREDIT COUNSELING SERVICE OF GREATER CHICAGO FOR ITS MONEY MANAGEMENT ASSISTANCE PROGRAMS.

WHEREAS, During the week of September 26 through 30, 1994, the National Foundation for Consumer Credit (N.F.C.C.) will hold its annual convention at the Westin Hotel in Chicago; and

WHEREAS, The N.F.C.C. is the umbrella organization for the Consumer Credit Counseling Service of Greater Chicago, a non-profit Chicago-based organization dedicated to helping families by providing a source of individual counseling and group education; and

WHEREAS, Since C.C.C.S. of Greater Chicago opened in April, 1988, it has provided family counseling in money management and debt repayment and has helped over eighteen thousand families through counseling sessions; and

WHEREAS, C.C.C.S. also provides education to the community in various topics about all areas of family money management through its education programs, which have been attended, to date, by over thirty thousand individuals; and

WHEREAS, Their debt repayment program returned $22,000 to creditors that could have been lost through bankruptcy, and all of their counseling services are available to everyone at no cost; and

WHEREAS, Consumer Credit Counseling Service of Greater Chicago is the host of the national convention and expects over six hundred delegates from the member services all over the country to attend this conference; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, officially welcome the National Foundation for Consumer Credit (N.F.C.C.) and its delegates to our City and wish them a successful conference and pleasant visit; and

Be It Further Resolved, That we express our appreciation and gratitude to Consumer Credit Counseling Service of Greater Chicago for the exemplary service they have provided to the residents of the City of Chicago since 1988, and that a suitable copy of this resolution be prepared for presentation to them.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. SAMUEL V. LIZZO.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Samuel V. Lizzo to his eternal reward on the eighteenth day of July, nineteen hundred and ninety-four; and

WHEREAS, Mr. Samuel V. Lizzo has been a resident of the City of Chicago for many years; and

WHEREAS, Mr. Samuel V. Lizzo began his career with the Northern Trust Company in 1931, as a page; and

WHEREAS, Mr. Samuel V. Lizzo later became a personal banker at the Northern Trust Company; and

WHEREAS, Mr. Samuel V. Lizzo was the personal banker for many prominent individuals in Chicago; and

WHEREAS, After Mr. Samuel V. Lizzo retired from the Northern Trust Company, he continued to work at the bank as a consultant; and

WHEREAS, Mr. Samuel V. Lizzo's career with the Northern Trust Company spanned over sixty years; and

WHEREAS, Mr. Samuel V. Lizzo was well known for using every available means to accomplish a goal; 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 third day of August, nineteen hundred and ninety-four, do hereby express our deepest sorrow at the passing of Mr. Samuel V. Lizzo, and do also extend to his beloved wife, Martha; his daughter, Frances; his brother, two grandchildren and many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Samuel V. Lizzo was a fine human being 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. Samuel V. Lizzo.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO ALBERT J. WAGNER & SON ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, Albert J. Wagner & Son was founded as an architectural sheet metal and tile roofing contractor one hundred years ago, occupying a building in the 1000 block of West Diversey Parkway in the 44th Ward; and

WHEREAS, One of Albert J. Wagner & Son's first major contracts was the construction of the massive tile roof on the building at Kinzie and Dearborn Streets that now houses Harry Caray's Restaurant; and

WHEREAS, In the years that followed, Albert J. Wagner & Son constructed the slate or tile roofs on many popular and well-known Chicago buildings, such as Lane Technical High School and the Lion House at Lincoln Park Zoo; and

WHEREAS, Albert J. Wagner & Son has continued to base its operations in the same Chicago neighborhood, moving to its present quarters at 3762 North Clark Street in 1920; and

WHEREAS, Albert J. Wagner & Son is still constantly engaged in helping the Chicago area preserve its rich architectural heritage, assisting in the restoration of many Frank Lloyd Wright and Louis Sullivan structures, as well as University Hall at Northwestern University and the Holy Family Church on the near west side; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this third day of August, 1994, do hereby congratulate Albert J. Wagner & Son on one hundred years of outstanding work in Chicago, and wish the firm and the Wagner family many more years of success and happiness in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Albert J. Wagner family.

CONGRATULATIONS EXTENDED TO CHICAGO FIRE DEPARTMENT ENGINE COMPANY 78 ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, In 1894, one hundred years ago, Engine Company 78 of the Chicago Fire Department went into service at West Belmont Avenue and North Clark Street; and

WHEREAS, Engine Company 78 soon moved to its present location at 1052 West Waveland Avenue; and

WHEREAS, In 1915, the same year in which nearby Wrigley Field was under construction, the original frame firehouse was replaced with a brick structure that has been home to Engine Company 78 to this day; and

WHEREAS, With the completion of the new firehouse, the horsedrawn wagon of Engine Company 78 was replaced with a new motorized pumper truck; and

WHEREAS, For the whole of its century-long existence, Engine Company 78 has served Lake View, Wrigleyville, and the citizens of Chicago with courageous fire fighting and life-saving services; and

WHEREAS, The brave and diligent members of Engine Company 78 will celebrate the one-hundredth anniversary of their outstanding unit's founding with a centennial festivity at the firehouse; now, therefore,

Be It Resolved, That we, the President and members of the City Council of the City of Chicago, assembled here this third day of August, 1994, do hereby congratulate the members of Engine Company 78 of the Chicago Fire Department on the one-hundredth anniversary of their unit's founding, thank them for their brave and generous service for the people of Chicago, and wish them and their unit the best that life can offer in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Engine Company 78 at their centennial celebration.

Presented By

ALDERMAN LEVAR (45th Ward):

TRIBUTE TO LATE MR. ALBERT KENAR.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Albert Kenar, beloved citizen, neighbor and friend, July 2, 1994; and

WHEREAS, A dedicated member of Chicago's great northwest side community, Albert Kenar served as secretary of the Gladstone Park Chamber of Commerce, and represented the Norwood Federal Bank. He enjoyed the respect and gratitude of his colleagues and of the many neighbors to whom he was always a great help; and

WHEREAS, Albert Kenar was highly visible in his neighborhood and was a member of Saint Stanislaus Parish, where he served as an usher and as a lector for the Polish Mass; and

WHEREAS, Albert Kenar leaves to mourn his loving wife, Agatha, his parents, a brother and sister, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby express our sorrow on the death of Albert Kenar, 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 Albert Kenar.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MRS. STEPHANIE PAULDING.

WHEREAS, Almighty God in his infinite wisdom has called Mrs. Stephanie Paulding to her eternal reward; and

WHEREAS, The Chicago City Council has learned of her passing from Alderman Eugene Schulter; and

WHEREAS, Throughout her productive career in public service, while serving as faithful secretary to Alderman Eugene Schulter, Mrs. Stephanie Paulding touched the lives of thousands of residents of the City of Chicago during the eighteen years she worked alongside the alderman of the 47th Ward; and

WHEREAS, Mrs. Stephanie Paulding was so dedicated to the residents of the 47th Ward that during her years of service she never took a single vacation; and

WHEREAS, Not only Alderman Schulter but all of her co-workers will miss her ebullient sense of humor, positive approach to life and concern for others; and

WHEREAS, Mrs. Stephanie Paulding will be profoundly missed, but the memory of her character and selflessness will proceed in the hearts of those closest to her, especially her loving husband, Gerald Paulding, Sr., and their children, son, Gerald, Jr. and daughter, Christine; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this third day of August, 1994, do hereby commemorate Mrs. Stephanie Paulding for her fruitful life and for years of dedicated service, 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 Mrs. Stephanie Paulding.

TRIBUTE TO LATE MR. NICHOLAS PHILIPPIDIS.

WHEREAS, Almighty God in his infinite wisdom has called Mr. Nicholas Philippidis to his eternal reward; and

WHEREAS, The Chicago City Council has learned of his passing from Alderman Eugene Schulter; and

WHEREAS, Throughout his long and productive career in journalism, while serving as editor of *The Greek Star*, Mr. Nicholas Philippidis touched the lives of thousands of residents of the City of Chicago during his thirty-eight years as editor; and

WHEREAS, Mr. Philippidis was so dedicated to the residents of the 47th Ward that during his years of service he was an active member of the Lincoln Square Chamber of Commerce; and

WHEREAS, Not only Alderman Schulter but all of his co-workers will miss his positive approach to life and concern for others; and

WHEREAS, Mr. Nicholas Philippidis will be profoundly missed, but the memory of his character and selflessness will proceed in the hearts of those closest to him, especially his loving wife, Yvonne Philippidis, and their children, Steven and Anthony; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this third day of August, 1994, do hereby commemorate Mr. Nicholas Philippidis 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 Mr. Nicholas Philippidis.

MEDIA ORGANIZATIONS REQUESTED TO INCLUDE CURFEW ANNOUNCEMENTS IN PUBLIC SERVICE MESSAGES.

WHEREAS, The City of Chicago imposes a curfew on minors below the age of seventeen; and

WHEREAS, The City of Chicago's curfew requires that individuals under seventeen years of age be within the confines of their home by 10:30 P.M. Sunday through Thursday and 11:30 P.M. on Friday and Saturday nights in order to abate the involvement of youth in crimes, whether as victims or as perpetrators; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, hereby memorialize the administrations of newspapers, broadcast television, cable television, radio and related media to include in their public service messages the requirements of the curfew ordinances of the City of Chicago and the standard query: "Do you know where your children are?" in order to promote public safety and welfare; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to the administrations of local newspapers, broadcast and cable television, radio and related media.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO DEPUTY CHIEF RICHARD S. GRISHABER ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, On June 1, 1994, Richard S. Grishaber retired from the Chicago Police Department after over three decades of dedicated service to the people of this great City; and

WHEREAS, Richard S. Grishaber joined "Chicago's Finest" February 19, 1962, and worked his way up through the ranks to become, ultimately, Deputy Chief of Area 3 Patrol, where he proved himself an excellent law enforcement administrator; and

WHEREAS, During his career, Deputy Chief Richard S. Grishaber received fifteen honorable mentions and twenty-three complimentary letters, among other citations; and

WHEREAS, Deputy Chief Richard S. Grishaber may now spend quality time with his wife, Diane, and his children, Mark and Michelle; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby express our gratitude and our heartiest congratulations to Richard S. Grishaber on his retirement after thirty-two years of outstanding public service, and extend to him and his family our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard S. Grishaber.

CONGRATULATIONS EXTENDED TO MRS. SONYA ROITER ROBBINS KAPLAN ON HER EIGHTIETH BIRTHDAY.

WHEREAS, August 26, 1994, marks the eightieth birthday of one of our town's most productive and beloved citizens, Sonya Roiter Robbins Kaplan; and

WHEREAS, Born in Russia in 1914, Sonya Roiter escaped pogroms at a young age, and ultimately arrived in Chicago, where she has lived since 1923. Without benefit of bilingual classes, she attended Mason Elementary School and Harrison High School and eventually became a bookkeeper; and

WHEREAS, Sonya married Harry Robbins in 1936, their union produced two daughters and lasted until his death in 1960. She married Edward Kaplan in 1965, and was again widowed, in 1993; and

WHEREAS, For some years, Sonya Kaplan took various office management positions in nursing homes, later she returned to school to become a licensed nursing home administrator, and eventually retired; and

WHEREAS, Sonya Kaplan's productivity has continued during her retirement. She is an active volunteer in her grateful north side community: tutoring Russian immigrant children at Field School, acting as the 48th Ward aldermanic liaison to nursing homes, lending her expertise to senior issues, and volunteering her support of the incumbent's aldermanic campaign of 1991; and

WHEREAS, An avid Cubs fan and a regular at many of Chicago's ethnic restaurants, Sonya Roiter Robbins Kaplan celebrates this great occasion with her daughters, Marsha Robbins Santelli and Nancy Robbins Meyerson; her step-son, Martin Kaplan; and his wife, Nancy; four grandchildren, one great-grandchild, 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 third day of August, 1994, A.D., do hereby salute Sonya Roiter Robbins Kaplan on the occasion of her eightieth birthday, and extend to this outstanding citizen our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sonya Roiter Robbins Kaplan.

CONGRATULATIONS EXTENDED TO MRS. RUTH M. MOY ON HER EIGHTIETH BIRTHDAY.

WHEREAS, Her family and her many friends and admirers will gather to honor Ruth M. Moy in celebration of her eightieth birthday August 20, 1994; and

WHEREAS, Ruth M. Moy was born in Guangzhou, China, August 20, 1914, and migrated to Chicago with her husband, You Wan Moy, a

merchant, in 1931. She settled in Chinatown, from 1931 to 1958 and later became a vibrant and productive resident of the Chicago's great Uptown community; and

WHEREAS, A longtime employee at Gaylor Products, Inc., Ruth M. Moy also raised six children: Dorothy, Anna, Grant, Forrest, Walter and Mark. She celebrates this great occasion with them and also with her twelve grandchildren, fifteen great-grandchildren and one great-great-grandchild, and with many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby extend our heartiest congratulations to Ruth M. Moy on her eightieth birthday, and express to this fine citizen our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruth M. Moy.

CONGRATULATIONS EXTENDED TO LAKEWOOD-BALMORAL RESIDENTS COUNCIL ON ITS TWENTY-FIFTH ANNIVERSARY.

WHEREAS, On October 15, 1994, the Lakewood-Balmoral Residents Council and its many supporters gather to celebrate the Lakewood-Balmoral Residents Council's twenty-fifth anniversary of community enhancement and prosperity; and

WHEREAS, Since 1969, the Lakewood-Balmoral Residents Council has been a driving force in the rejuvenation of its neighborhood bounded by West Bryn Mawr Avenue, North Wayne Avenue, West Foster Avenue and North Magnolia Avenue and its members have overcome many obstacles of redlining, arson and abandoned housing to create one of Chicago's most beautiful neighborhoods; and

WHEREAS, The diligent members of the Lakewood-Balmoral Residents Council devote much time and energy to their neighbors, from tots to the aged, and people from all walks of life and diverse cultural backgrounds, spreading good will as well as much-needed services throughout this grateful community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this third day of August, 1994, A.D., do hereby express our gratitude and our congratulations to the Lakewood-

Balmoral Residents Council on the occasion of its twenty-fifth anniversary, and extend to its members our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Lakewood-Balmoral Residents Council.

Presented By

ALDERMAN MOORE (49th Ward):

TRIBUTE TO LATE MR. RAYMOND KOCH.

WHEREAS, Raymond Koch passed away on Saturday, May 14, 1994 at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Joseph A. Moore; and

WHEREAS, Mr. Koch was born in the state of Oregon in 1910; and

WHEREAS, He moved with this family to rural Arkansas in the 1920s where he developed a great love for the people and lifestyle of the Appalachian region; and

WHEREAS, Mr. Koch entered as a student and later served as an educator at Commonwealth College, a wonderful experimental school with a curriculum specializing in political and economic reform; and

WHEREAS, He met his wife of sixty-three years, Charlotte, as a fellow Commonwealth student who shared his love of life and fervent desire to leave this world a better place; and

WHEREAS, Mr. Koch was a pioneer labor organizer who risked his own life to empower and improve the lives of indigent sharecroppers in the rural south; and

WHEREAS, He was a highly skilled carpenter who was responsible for much of the construction of buildings in what is now Hoffman Estates; and

WHEREAS, Mr. Koch and his wife published several highly acclaimed juvenile novels under the pen name "Charles Raymond" in which they conveyed to children life values they had acquired through personal experience; and

WHEREAS, He had worked in the Rogers Park community for twenty-three years and enhanced the lives of neighborhood residents through his work and leadership in local organizations which included Network 49; the Rogers Park Community Action Network; the Howard Area Community Center; and the Shelter for Homeless Women; and

WHEREAS, Mr. Koch was a loyal activist in local progressive political causes and registered thousands of voters which enabled them to participate in the democratic process he dearly cherished; and

WHEREAS, He was honored by several friends and dignitaries who gathered to celebrate his life and work at a memorial celebration held at the Warren Park Fieldhouse on July 31, 1994; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Raymond Koch 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, Although he will always be missed, his spirit lives on in the countless hours of hard work he devoted to making his community and this world 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, assembled on this third day of August, 1994, do hereby honor Raymond Koch for his lifetime commitment to enhance the welfare of all people; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Raymond Koch as a token of our esteem and admiration.

CONGRATULATIONS EXTENDED TO MR. H. ROBERT BARTELL III AND MS. MARIA MANOLAS ON THEIR IMMINENT MARRIAGE.

WHEREAS, H. Robert "Bob" Bartell III and Maria Manolas are engaged to be married in the City of Chicago on August 27, 1994 at Saint Andrew's Church; and

WHEREAS, The Chicago City Council was informed of this momentous occasion by Alderman Joe Moore; and

WHEREAS, Bob Bartell and Maria Manolas are residents of the Edgewater Community of Chicago and longtime community and political activists; and

WHEREAS, Bob Bartell recently was elected State Chair of the Independent Voters of Illinois/Independent Precinct Organization, and Maria Manolas recently received the IVI/IPO Volunteer of the Year Award in recognition of her many years of devoted service to that organization; and

WHEREAS, Bob Bartell and Maria Manolas anticipate a long and happy life in loving and caring devotion to one another; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this third day of August, 1994, do hereby extend our heartiest congratulations and best wishes to Bob Bartell and Maria Manolas on the very happy occasion of their wedding, and join with their many family members and friends in wishing them many years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to H. Robert Bartell III and Maria Manolas.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS. TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	West Taylor Street, at 1458 -- 5:00 P.M. to 2:00 A.M. -- Wednesday through Sunday (tow-away zone/valet parking);
	South Michigan Avenue, at 1351 -- at all times -- daily (tow-away zone/valet parking);
	West Randolph Street, at 731, 733 and 735 -- at all times -- daily (tow-away zone);
HUELS (11th Ward)	West 46th Street, at 1550 -- 1558 -- thirty minute limit -- daily;
MEDRANO (25th Ward)	South Ashland Avenue, at 1824, for a distance of 25 feet -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday;
GABINSKI (32nd Ward)	West Webster Avenue, at 1450, for three car lengths -- 8:30 A.M. to 7:00 P.M. -- no exceptions;

Alderman	Location, Distance And Time
LAURINO (39th Ward)	West Lawrence Avenue, at 3427;
DOHERTY (41st Ward)	North Neva Avenue, at 5666 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (handicapped only);
BERNARDINI (43rd Ward)	West Armitage Avenue, at 816 -- at all times -- daily -- no exceptions (tow-away zone/valet service); North Lincoln Park West, at 2000 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (tow-away zone);
HANSEN (44th Ward)	North Ashland Avenue, at 3611, for a distance of 50 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday; West Diversey Parkway, alongside of 2800 North Sheridan Road, in lieu of four parking meters -- Monday through Friday -- 6:00 A.M. to 8:00 P.M. -- Saturday -- 6:00 A.M. to 5:00 P.M.; North Halsted Street, 3354 -- 3356 -- 4:00 P.M. to 3:00 A.M. -- no exceptions (valet parking).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 3008 WEST BELMONT AVENUE.

Alderman Mell (33rd 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 Belmont Avenue, at 3008", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF LOADING ZONE TO 2728 -- 2730 NORTH LINCOLN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to relocate a loading zone from its current location at 2705 -- 2709 North Lincoln Avenue to a new location at 2728 -- 2730 North Lincoln Avenue to be in effect from 8:00 A.M. to 5:00 P.M., Monday through Saturday, 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
BURKE (14th Ward)	South Drake Avenue, from South Archer Avenue to West 44th Street -- northerly;
RUGAI (19th Ward)	First alley south of West Monterey Avenue, between South Longwood Drive and South Hale Avenue -- easterly;
EVANS (21st Ward)	South Beverly Avenue, from 8700 to 8900 -- northerly;

Alderman	Location And Distance
LASKI (23rd Ward)	First alley north of West 55th Street, between South Lorel Avenue and South Long Avenue -- westerly;
BURRELL (29th Ward)	North Menard Avenue, from the first alley south of West North Avenue to West Division Street -- northerly;
DOHERTY (41st Ward)	North Algonquin Avenue, from North Caldwell Avenue to the first alley east thereof -- westerly;
	First east/west alley south of West Touhy Avenue, from North Caldwell Avenue to North Nagle Avenue -- westerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST NEWPORT AVENUE.

Alderman Levar for Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West Newport Avenue, in the 5600 block -- easterly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST 25TH PLACE.

Alderman Medrano (25th Ward) presented a proposed ordinance to repeal a previously passed ordinance which restricted the movement of traffic to an easterly direction on West 25th Place, from South Rockwell Street to South

Washtenaw Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS ON PORTION OF WEST DIVERSEY PARKWAY.

Alderman Hansen (44th Ward) presented a proposed order to cause the removal of parking meters located on West Diversey Parkway, alongside of 2800 North Sheridan Road, for the establishment of a loading zone, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
MADRZYK (13th Ward)	West 76th Street, at 3700 (on South Lawndale Avenue side of building) one hour limit -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
BURKE (14th Ward)	West 38th Street (south side) from South Archer Avenue to a point approximately 100 feet west thereof -- two hour limit -- 8:00 A.M. to 10:00 P.M. -- no exceptions;

Alderman	Location, Distance And Time
JONES (15th Ward)	South Talman Avenue (both sides) from West 71st Street to the alley behind 7059 -- one hour limit -- Monday through Friday;
MEDRANO (25th Ward)	South Sangamon Street, from West 18th Place to the alley -- at all times -- no exceptions.

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)	East Balbo Avenue (south side) from South Michigan Avenue to South Wabash Avenue -- no standing/ tow-away zone;
TILLMAN (3rd Ward)	South Dr. Martin Luther King, Jr. Drive, at 3740 (except for handicapped);
	South Calumet Avenue, at 3818 (except for handicapped);
PRECKWINKLE (4th Ward)	South Ellis Avenue, at 5137 (except for handicapped);

Alderman	Location, Distance And Time
BLOOM (5th Ward)	South Dante Avenue, at 7312 (except for handicapped);
	East 74th Street, at 1746 (except for handicapped);
STEELE (6th Ward)	South Calumet Avenue, at 9207 (except for handicapped);
	South Michigan Avenue, at 7329 (except for handicapped);
	South Vernon Avenue, at 7746 (except for handicapped);
	East 82nd Street, at 407 (Apartment 1E) (except for handicapped);
	East 82nd Street, at 407 (Apartment 2W) (except for handicapped);
	East 87th Street, at 515 (except for handicapped);
	East 88th Place, at 616 (except for handicapped);
	East 89th Street, at 364 (except for handicapped);
BEAVERS (7th Ward)	South Crandon Avenue, at 7438 (except for handicapped);
	South Kingston Avenue, at 7939 (except for handicapped);
	South Kingston Avenue, at 8410 (except for handicapped);
	South Luella Avenue, at 7400 (except for handicapped);

Alderman	Location, Distance And Time
	South Phillips Avenue, at 9130 (except for handicapped);
DIXON (8th Ward)	East 89th Street, at 1327 (except for handicapped);
SHAW (9th Ward)	South Wabash Avenue, at 10505 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue H, at 10817 (except for handicapped);
	South Avenue M, at 10333 (except for handicapped);
	South Burley Avenue, at 8918 (except for handicapped);
	South Hoxie Avenue, at 10742 (except for handicapped);
	South Torrence Avenue, at 10240 (except for handicapped);
HUELS (11th Ward)	South Artesian Avenue, at 4345 (except for handicapped);
	South Parnell Avenue, at 3027 (except for handicapped);
	South Throop Street, at 3136 (except for handicapped);
	South Union Avenue, at 3241 (except for handicapped);
	West 32nd Street, at 247 (except for handicapped);
	West 33rd Street, at 1819 (except for handicapped);

Alderman	Location, Distance And Time
	West 47th Place, at 744 (except for handicapped);
FARY (12th Ward)	South Artesian Avenue, at 3936 (except for handicapped);
	South Hermitage Avenue, at 4601 (except for handicapped);
	South Wolcott Avenue (west side) from 4400 through 4436;
MADRZYK (13th Ward)	South Kilpatrick Avenue, at 6516 (except for handicapped);
	South Kolmar Avenue, at 6024 (except for handicapped);
	West 64th Street, at 5735 (except for handicapped);
BURKE (14th Ward)	South Richmond Street, at 5727 (except for handicapped);
	South Richmond Street, at 6405 (in front of driveway);
	South St. Louis Avenue, at 4342 (except for handicapped);
	South Talman Avenue, at 5005 (except for handicapped);
	South Whipple Street, at 6537 (except for handicapped);
	West 47th Street (north side) from South Francisco Avenue to South Richmond Street (except for handicapped);

Alderman	Location, Distance And Time
JONES (15th Ward)	South Artesian Avenue, at 7332 (except for handicapped);
	South Fairfield Avenue, at 6443 (except for handicapped);
	South Rockwell Street, at 7025 (except for handicapped);
	South Winchester Avenue, at 6322 (except for handicapped);
COLEMAN (16th Ward)	South Washtenaw Avenue, at 5744 (except for handicapped);
EVANS for *STREETER* (17th Ward)	South Hermitage Avenue, at 7202 (except for handicapped);
	South Peoria Street, at 6531 (except for handicapped);
	South Sangamon Street, at 6527 (except for handicapped);
	South Yale Avenue, at 7951 (except for handicapped);
	West 72nd Street, at 1310 (except for handicapped);
	West 74th Street, at 1219 (except for handicapped);
MURPHY (18th Ward)	South Wolcott Avenue, at 7726 (except for handicapped);
TROUTMAN (20th Ward)	South Dr. Martin Luther King, Jr. Drive, at 6935 (except for handicapped);

Alderman	Location, Distance And Time
	South Prairie Avenue, at 5128 (except for handicapped);
EVANS (21st Ward)	South Emerald Avenue, at 9212 (except for handicapped);
	South Morgan Street, at 8515 (except for handicapped);
	South Peoria Street, at 8125 (except for handicapped);
	South Perry Avenue, at 10031 (except for handicapped);
	South Princeton Avenue, at 8152 (except for handicapped);
	South Princeton Avenue, at 9729 (except for handicapped);
	South Racine Avenue, at 9018 (except for handicapped);
	West 97th Place, at 444 (except for handicapped);
	South Union Avenue, at 9145 (except for handicapped);
	West 98th Street, at 1341 (except for handicapped);
MUNOZ (22nd Ward)	South La Crosse Avenue, at 4453 (except for handicapped);
LASKI (23rd Ward)	South Karlov Avenue, at 5009 (except for handicapped);
	South Kildare Avenue, at 5203 (except for handicapped);

Alderman	Location, Distance And Time
	South Laporte Avenue, at 4524 (except for handicapped);
	South Mason Avenue, at 5637 (except for handicapped);
	South Neenah Avenue, at 6244 (except for handicapped);
	South Neva Avenue, at 5525 (except for handicapped);
	South New England Avenue, at 5430 (except for handicapped);
	South Pulaski Road (west side) from West 51st Street to West 53rd Street (tow-away zone);
MEDRANO (25th Ward)	South Shields Avenue, at 2919 (except for handicapped);
	West 24th Street, at 254 (except for handicapped);
	West 24th Street, at 339 (except for handicapped);
WATSON (27th Ward)	North Central Park Avenue, at 620 (except for handicapped);
	North Monticello Avenue, at 1043 (except for handicapped);
E. SMITH (28th Ward)	North Avers Avenue, at 522 (except for handicapped);
	South Central Park Avenue, at 215 (except for handicapped);
	West Huron Street, at 4628 (except for handicapped);

Alderman	Location And Distance
	South Richmond Street, at 320 (except for handicapped);
	West Van Buren Street, at 4431 (except for handicapped);
BURRELL (29th Ward)	West Adams Street, at 5216 (except for handicapped);
	West Congress Parkway, at 5114 (except for handicapped);
	North Merrimac Avenue, at 2337 (except for handicapped);
	North Massasoit Avenue, at 1116 (except for handicapped);
	North Monitor Avenue, at 1039 (except for handicapped);
	West Van Buren Street, at 5101 (except for handicapped);
BIALCZAK (30th Ward)	North Monitor Avenue, at 2648 (except for handicapped);
SUAREZ (31st Ward)	North Karlov Avenue, at 2128 (except for handicapped);
	West Schubert Avenue, at 4505 (except for handicapped);
GABINSKI (32nd Ward)	North Kingsbury Street, at 1435;
	West Melrose Street, at 1819 (except for handicapped);
MELL (33rd Ward)	North Kedzie Avenue, at 3355 (except for handicapped);

Alderman	Location And Distance
WOJCIK (35th Ward)	North Dawson Avenue, at 2914 (except for handicapped);
	North Keeler Avenue (both sides) between North Milwaukee Avenue and West Addison Street (trucks);
	North Springfield Avenue, at 3146 (except for handicapped);
	West Wellington Avenue, at 4117 (except for handicapped);
BANKS (36th Ward)	North Nottingham Avenue, at 3842 (except for handicapped);
GILES (37th Ward)	West Walton Street, at 4849 (except for handicapped);
LEVAR for *ALLEN* (38th Ward)	West Warwick Avenue, at 5622 (except for handicapped);
	West Roscoe Street, at 5043 (in front of driveway);
LAURINO (39th Ward)	North Kimberly Avenue, in the 5000 block (odd number side of street) (commercial trucks only);
BERNARDINI (43rd Ward)	West Dickens Avenue, at 328, alongside the Chicago Academy of Sciences Building at 2001 North Clark Street (except for handicapped);
	West Webster Avenue, at 642 (except for handicapped);

Alderman	Location And Distance
HANSEN (44th Ward)	North Racine Avenue, at 3229 (except for handicapped);
LEVAR (45th Ward)	North Lamon Avenue, at 4414 (except for handicapped);
	North Marmora Avenue, at 5125 (except for handicapped);
SHILLER (46th Ward)	North Magnolia Avenue, at 4834, for a distance of 25 feet (except for handicapped);
SCHULTER (47th Ward)	West Irving Park Road, at 1801 (except for handicapped);
STONE (50th Ward)	West Devon Avenue (south side) from North Ravenswood Avenue to North Ridge Avenue (tow-away zone);
	West Estes Avenue, at 2904 (except for handicapped);
	North Francisco Avenue, at 6231 (except for handicapped);
	North Kimball Avenue, at 6034 (except for handicapped);
	West Rosemont Avenue, at 2435 (except for handicapped);
	North Seeley Avenue, at 6652 (except for handicapped);
	North Troy Street, at 6543 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7704 SOUTH COLFAX AVENUE.

Alderman Beavers (7th 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 Colfax Avenue, at 7704 (Handicapped Permit 5929)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7328 SOUTH DREXEL AVENUE.

Alderman Bloom (5th 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 Drexel Avenue, at 7328 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9307 SOUTH FOREST AVENUE.

Alderman Steele (6th 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 Forest Avenue, at 9307 (Handicapped Permit 5282)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4336 WEST HADDON AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all

times on portions of specified public ways by striking the words: "West Haddon Avenue, at 4336 (Handicapped Permit 633)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF NORTH KEDZIE AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 14, 1977 (Council Journal of Proceedings, page 6307) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kedzie Avenue (east side) from a point 170 feet north of West Byron Street, to a point 81 feet north thereof" and inserting in lieu thereof: "North Kedzie Avenue (east side) at 3917, from a point 251 feet north of West Byron Street, to a point 55 feet north thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7151 SOUTH LAWNDALE AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 15, 1993 (Council Journal of Proceedings, page 37850) which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "South Lawndale Avenue, at 7151 (except for Handicapped Permit 6946)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1960 NORTH LINCOLN PARK WEST.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend

a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lincoln Park West, at 1960 (Handicapped Permit 732)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3011 SOUTH LLOYD 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 Lloyd Avenue, at 3011 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3235 NORTH PONTIAC AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 13, 1985 (Council Journal of Proceedings, page 13556) which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "North Pontiac Avenue, at 3235 (Handicapped Permit 867)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6250 SOUTH TALMAN 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 Talman Avenue, at 6250 (handicapped permit parking) two parking spaces

near the alley" and inserting in lieu thereof: "South Talman Avenue, at 6250 (handicapped permit parking) one parking space to be located north of the emergency access", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9351 SOUTH UNIVERSITY 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 University Avenue, at 9351 (Handicapped Permit 7219)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2618 WEST WINDSOR AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Windsor Avenue, at 2618 (Handicapped Permit 7447)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 849 WEST WRIGHTWOOD AVENUE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Wrightwood Avenue, at 849 (Handicapped Permit 3709)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 930 WEST 31ST PLACE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 31st Place, at 930 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 614 EAST 88TH STREET.

Alderman Steele (6th 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: "East 88th Street, at 614 (Handicapped Permit 5758)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 8726 SOUTH MANISTEE AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 9351 South University Avenue to a new location at 8726 South Manistee Avenue to be in effect at all times (Handicapped Permit 7219), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 7345 SOUTH ROCKWELL AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a

parking prohibition from its current location at 6720 South Artesian Avenue to a new location at 7345 South Rockwell Avenue, to be in effect at all times (Handicapped Permit 45682), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
HUELS (11th Ward)	South Wallace Street, at 2817 (one parking space in front of All Saints, Saint Anthony Padua Church entrance) 8:00 A.M. to 2:00 P.M. -- daily (tow-away zone);
BERNARDINI (43rd Ward)	North Wells Street (east side) south of West Eugenie Street and north of the Treasure Island grocery store driveway -- 6:00 P.M. to 6:00 A.M. -- Friday and Saturday only (tow-away zone/public benefit).

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders and proposed ordinances 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
DIXON (8th Ward)	East 89th Street (south side) from South Jeffery Avenue to the first alley west thereof -- at all times;
SHAW (9th Ward)	West 104th Place (both sides) in the 700 block -- at all times;
MADRZYK (13th Ward)	South Kilbourn Avenue (both sides) from West 60th Street to West 61st Street; West 60th Street (south side) from South Kilbourn Avenue east to the first alley; West 60th Street (south side) from South Kilbourn Avenue west to the first alley; West 61st Street (north side) from South Kilbourn Avenue east to the first alley; and West 61st Street (north side) from South Kilbourn Avenue west to the first alley;
EVANS (21st Ward)	South LaSalle Street, in the 9600 block -- Monday through Friday -- 8:00 A.M. to 5:00 P.M.;
WOJCIK (35th Ward)	West Julia Court (both sides) in the 2700 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH BUFFALO AVENUE.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Buffalo Avenue (east side) in the 13200 block -- 8:00 A.M. to 4:30 P.M. --

Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH CHAPPEL AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Chappel Avenue (west side) in the 8500 block (Zone 91)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONES ON PORTIONS OF SOUTH KOLMAR AVENUE AND WEST 60TH STREET.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 9, 1994 (Council Journal of Proceedings, page 45275) which established residential permit parking zones on portions of specified public ways by striking the words: "South Kolmar Avenue (both sides) from West 59th Street to West 60th Street" and "West 60th Street (north side) from South Kolmar Avenue to the first alley east thereof" and inserting in lieu thereof: "South Kolmar Avenue (both sides) from West 59th Street to West 60th Street", "West 60th Street (north side) from South Kolmar Avenue to the first alley east thereof" and "West 60th Street (north side) from South Kolmar Avenue to the first alley west thereof", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for

the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MADRZYK (13th Ward)	South Knox Avenue (east side) from West 60th Street south to the first alley;
SUAREZ (31st Ward)	North Keystone Avenue (east side) from a point 200 feet north of West Belden Avenue, to a point approximately 450 feet north thereof;
	North Springfield Avenue (west side) from West Palmer Street to the first alley north thereof;
GABINSKI (32nd Ward)	West Evergreen Avenue (both sides) from North Kingsbury Street to the end of the North Branch Canal;
	North Kingsbury Street (west side) from West Eastman Street to West Evergreen Avenue.

Referred -- ESTABLISHMENT OF TWENTY-FIVE MILE PER HOUR SPEED LIMIT ON PORTION OF NORTH KOSTNER AVENUE.

Alderman Levar for Alderman Allen (38th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty-five miles per hour in the 4000 and 4100 blocks of North Kostner Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented three proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Erie Street (north side) at 422 -- at all times -- daily;

West Polk Street, at 1034 -- at all times -- daily (except for Handicapped Placard P463850);

West Wacker Drive, at 35 -- 11:00 A.M. to 12:00 Midnight -- daily (loading zone/ valet service).

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
JONES (15th Ward)	At the intersection of West 63rd Street and South Talman Avenue;
RUGAI (19th Ward)	At the intersection of West 113th Street and South Western Avenue;
NATARUS (42nd Ward)	At the intersection of North Dearborn Street and West Huron Street; and At the intersection of North State Street and Superior Street.

Referred -- AMENDMENT OF EXISTING TRAFFIC CONTROL SIGNAL BY AFFIXING ARROW FOR TRAFFIC TURNING LEFT OFF WEST 63RD STREET ONTO SOUTH WESTERN AVENUE.

Alderman Jones (15th Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to amend the existing traffic control signal by affixing thereto an arrow for northbound traffic turning left off West 63rd Street onto South Western Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
MAZOLA (1st Ward)	West Hubbard Street, at North Morgan Street -- "Two-Way Stop";
BLOOM (5th Ward)	East 66th Street, at South Blackstone Avenue -- "Stop";
	East 69th Street, at South Chappel Avenue -- "Stop";
STEELE (6th Ward)	South Dr. Martin Luther King, Jr. Drive, at East 97th Street -- "Two-Way Stop";
DIXON (8th Ward)	South Drexel Avenue, at East 92nd Street -- "Stop";
	South Greenwood Avenue, at East 97th Street -- "One-Way Stop";

Alderman	Location And Type Of Sign
	South Harper Avenue, at East 92nd Street -- "Stop";
	South University Avenue, at East 98th Street -- "One-Way Stop";
	East 83rd Street, at South Avalon Avenue -- "Pedestrian Crossing";
	East 98th Street and South Greenwood Avenue -- "Four-Way Stop";
SHAW (9th Ward)	South Yale Avenue, at West 126th Street -- "Stop";
	West 126th Street and South Princeton Avenue -- "Four-Way Stop";
BUCHANAN (10th Ward)	South Avenue M, at East 105th Street -- "Stop";
HUELS (11th Ward)	South Canal Street, for northbound traffic between West 44th Street and West 43rd Street -- "One Way";
	South Parnell Avenue, for southbound traffic between West 43rd Street and West 44th Street -- "One Way";
	West 36th Street and South Parnell Avenue -- "Stop";
	West 43rd Street and South Emerald Avenue -- "Stop";
MADRZYK (13th Ward)	South Kilbourn Avenue, at West 66th Street -- "Stop";

Alderman	Location And Type Of Sign
BURKE (14th Ward)	West 46th Street, at South Sacramento Avenue -- "Stop";
JONES (15th Ward)	West 72nd Street and South Bell Avenue -- "Four-Way Stop";
	West 72nd Street and South Oakley Avenue -- "Four-Way Stop";
MURPHY (18th Ward)	South Francisco Avenue, at West 84th Place -- "Stop";
	South Kolmar Avenue, at 7943 and 7955 (cul-de-sac) -- "Stop";
RUGAI (19th Ward)	South Church Street, at 11234 -- "Handicapped Parking Only";
	West 110th Street and South Christiana Avenue -- "All-Way Stop";
	West 113th Street and South Troy Street -- "Stop";
EVANS (21st Ward)	South Wentworth Avenue, at West 81st Street -- "Two-Way Stop";
	South Winston Avenue, at West 97th Street -- "Stop";
	West 83rd Street, at South Princeton Avenue -- "Two-Way Stop";
MUNOZ (22nd Ward)	West 45th Street, at South Lawler Avenue -- "Stop";

Alderman	Location And Type Of Sign
LASKI (23rd Ward)	South Narragansett Avenue, at West 64th Street -- "Stop";
	West 51st Street, at South Karlov Avenue -- "Two-Way Stop";
	West 52nd Street and South Laramie Avenue -- "Three-Way Stop";
OCASIO (26th Ward)	West Bloomingdale Avenue and North St. Louis Avenue -- "All-Way Stop";
	West Potomac Avenue and North Spaulding Avenue -- "All-Way Stop";
	North Sawyer Avenue and West Wabansia Avenue -- "All-Way Stop";
SUAREZ (31st Ward)	West Hirsch Street and North Ridgeway Avenue -- "All-Way Stop";
GABINSKI (32nd Ward)	West Charleston Street, at North Leavitt Street -- "Stop";
	North Damen Avenue, at West Wabansia Avenue -- "Stop";
	West Fletcher Street, at North Wolcott Avenue -- "Stop";
MELL (33rd Ward)	West Berteau Avenue, at North Sacramento Avenue -- "Stop";
	West Grace Street, at North Francisco Avenue -- "Stop";

Alderman	Location And Type Of Sign
	North Richmond Street, at West Berteau Avenue -- "Stop";
WOJCIK (35th Ward)	West Byron Street, at North Avers Avenue -- "Stop";
	North Central Park Avenue, at West Schubert Avenue -- "Stop";
	West Eddy Street, in the 3800 and 3900 blocks -- "Slow -- Children Crossing";
	North Tripp Avenue and North Kildare Avenue, in the 3400 blocks -- "Parking In Alley Prohibited";
BANKS (36th Ward)	West Barry Avenue and North Oak Park Avenue -- "Four-Way Stop";
GILES (37th Ward)	North Lorel Avenue, at West North Avenue -- "Stop";
	West Superior Street, at North Lavergne Avenue -- "Two-Way Stop";
O'CONNOR (40th Ward)	North Artesian Avenue, at West Ardmore Avenue -- "Stop";
LEVAR (45th Ward)	West Berwyn Avenue, at North Luna Avenue -- "Stop";
SCHULTER (47th Ward)	West Wilson Avenue, at North Hamilton Avenue -- "Stop".

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED "NO PARKING -- STREET CLEANING" ON PORTION OF WEST 31ST STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on July 13, 1994 which established "No Parking -- Street Cleaning" on West 31st Street, from South Morgan Street to South Pitney Court along the south side of the street on Wednesdays and along the north side of the street on Mondays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED "NO CRUISING ZONES" IN SPECIFIED AREAS OF 42ND WARD.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on September 16, 1992 (Council Journal of Proceedings, pages 2115 and 2116) which established "No Cruising Zones" in certain areas of the 42nd Ward, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distance specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
GILES (37th Ward)	North Leclaire Avenue, in the 400 and 500 blocks;

Alderman	Location And Distance
LEVAR for *ALLEN* (38th Ward)	North Kenneth Avenue, in the 4000 and 4100 blocks; North Kilbourn Avenue, in the 4000 and 4100 blocks; North Kolmar Avenue, in the 4000 and 4100 blocks; North Kostner Avenue, in the 4000 and 4100 blocks.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented thirteen 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 MADRZYK (13th Ward):

To classify as an R3 General Residence District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-K bounded by:

a line 360 feet south of and parallel to West 55th Street; South Pulaski Road; a line 395 feet south of and parallel to West 55th Street; and the public alley next west of and parallel to South Pulaski Road.

BY ALDERMAN BURKE (14th Ward):

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

a line 90 feet south of and parallel to West 44th Street; South St. Louis Avenue; a line 120 feet south of and parallel to West 44th Street; and the alley next west of South St. Louis Avenue.

BY ALDERMAN MUNOZ (22nd Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District and to further classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 6-J bounded by:

a line 193.3 feet south of West 26th Street; South Lawndale Avenue; West 27th Street; and the alley west of South Lawndale Avenue.

BY ALDERMAN LASKI (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 14-M bounded by:

a line 170 feet north of and parallel to West 56th Street; South Nottingham Avenue; a line 110 feet north of and parallel to West 56th Street; and the public alley next west of and parallel to South Nottingham Avenue.

BY ALDERMAN OCASIO (26th Ward):

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 3-H bounded by:

West Division Street; North Hermitage Avenue; the alley next south of and parallel to West Division Street; the alley next east of and parallel to North Hermitage Avenue; a line 25 feet south of the alley next south of and parallel to West Division Street; North Hermitage Avenue (east side); a line 125 feet south of West Division Street; and a line 75 feet west of North Hermitage Avenue.

To classify as an R4 General Residence District instead of a B4-1 Restricted Business District the area shown on Map No. 5-I bounded by:

West Fullerton Avenue; a line 275 feet east of North California Avenue; the alley next south of and parallel to West Fullerton Avenue; and a line 50 feet east of North California Avenue.

BY ALDERMAN BURRELL (29th Ward):

To classify as a C2-2 General Commercial District instead of a B3-2 General Retail District the area shown on Map No. 3-M bounded by:

the alley next north of and parallel to West Chicago Avenue; a line 425.14 feet east of and parallel to North Austin Boulevard; West Chicago Avenue; and a line 350.11 feet east of and parallel to North Austin Boulevard.

BY ALDERMAN BANKS (36th Ward):

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 5-N bounded by:

West Armitage Avenue; North Oak Park Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 76 feet west of North Oak Park Avenue.

To classify as an M1-1 Restricted Manufacturing District instead of a B4-1 Restricted Service District the area shown on Map No. 5-N bounded by:

the alley next south of and parallel to West Armitage Avenue; the alley next east of and parallel to North Harlem Avenue; West Cortland Street; and North Harlem Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a C1-1 Restricted Commercial District instead of a B5-4 General Service District the area shown on Map No. 15-G bounded by:

West Devon Avenue (West Sheridan Road); North Broadway; West Rosemont Avenue; and the alley next west of and parallel to North Broadway.

BY ALDERMAN NATARUS (42nd Ward):

To classify as a B7-5 General Central Business District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

West Huron Street; North Orleans Street; West Ontario Street; North Kingsbury Street; West Erie Street; North Hudson Avenue; West Huron Street; a line 120 feet west of North Sedgwick Avenue; the alley next

south of and parallel to West Huron Street; and a line 158 feet east of North Sedgwick Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of an M2-2 General Manufacturing District the area shown on Map No. 9-I bounded by:

West Addison Street; a line 1,270 feet west of North Western Avenue; a line 1,050.85 feet south of West Addison Street; and North Rockwell Street.

To classify as a B4-2 Restricted Service District instead of a C2-2 General Commercial District the area shown on Map No. 9-H bounded by:

the alley next south of and parallel to West Irving Park Road; North Claremont Avenue; a line 44 feet south of the alley next south of and parallel to West Irving Park Road; and North Western Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred twenty-one proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
MAZOLA (1st Ward)	Appleville Owner's Association;
	The 400 Condominium Association;
	801 South Plymouth Court Condominium Association;

Alderman	Claimant
PRECKWINKLE (4th Ward)	Barclay Condominiums;
	Ms. Sheilia Kay McCaskill;
	Pruitt Condominium Association;
BLOOM (5th Ward)	5457 -- 5459 South Hyde Park Condominium Association;
	5842 -- 5844 Harper Avenue Condominium Association;
	6901 Oglesby Avenue Building Corporation;
DIXON (8th Ward)	8220 -- 8226 South Jeffery Condominium Association;
MURPHY (18th Ward)	Mr. Robert Andrew Sichelski;
RUGAI (19th Ward)	Academy Town Homes Association;
LASKI (23rd Ward)	Mr. Joseph Donato;
	Mr. Edward Petricig;
	Mr. Thaddeus C. Zwolinski
	6732 West 64th Place Corporation;
BIALCZAK (30th Ward)	Mr. Frank Valente;
GABINSKI (32nd Ward)	Ed-Ahmed Sabovic;
WOJCIK (35th Ward)	Sun Villa Condo Association;

Alderman	Claimant
BANKS (36th Ward)	Addison Manor Condominium Association;
	Harlem Manor Condominium;
	Medill West Condominium;
	Neenah Manor Condominium Association;
	Neva Vista Condos;
	Nottingham Manor Condominium Association;
	3150 North Odell Condominium Association;
	8216 Belmont Building;
LEVAR for *ALLEN* (38th Ward)	Mecramac Condominium Association;
	Merrimac Square Condominiums;
	Ridgemoor Estates Condominium Association IV;
	3821 North Narragansett Condominium Association;
O'CONNOR (40th Ward)	Granville Courts Condominium Association;
	North Damen Square Condominium Association;
	Winchester Hood Garden Homes;
	6247 -- 6249 North Glenwood Condominium Association;

Alderman	Claimant
DOHERTY (41st Ward)	Birch Tree Manor No. 5;
	Devon Place Condo Association;
	Edgewood Manor Condominium No. 1;
	Edison Parker Condominium No. 1;
	Edison Village Condo Association;
	Edisonaire Condominiums;
	L'Avenir Condominium Association;
	Lexington House Condominium;
	Mansard House Condominium;
	Northwest Point West Condo Association;
	Norwood Manor Condominium;
	Olmsted Condominium Association;
	Parkway Circle Condominium;
	5241 North East River Road Condo Association;
	8734 West Summerdale Condo Association;
NATARUS (42nd Ward)	Carl Sandburg Village Condominium Association No. 1;
	The LaSalle Private Residences Condominium Association;
	One East Scott Condominium Association;

Alderman	Claimant
	One Magnificent Mile Condominium Association;
	Mr. Barry Silver;
	Streeterville Center Condominium Association;
	21 East Chestnut Condominium Association;
	73 East Elm Condominium Association;
	The 100 Bellevue Place Condominium Association;
	201 East Chestnut Condominium Association;
	232 East Walton Corporation;
	368 West Huron Condominium Association (4);
	535 North Michigan Avenue Condominium Association;
	680 Lake Residence Condominium Association;
	680 South Residence Condominium Association;
	680 Tower Residence Condominium Association;
	1212 Lake Shore Drive Condominium;
	1242 Lake Shore Drive Building Corporation;
BERNARDINI (43rd Ward)	Hemingway House Condominium Association;

Alderman	Claimant
	Lincoln Park Tower Condominium Association;
	416 West Grant Elysian Condominium Association;
	515 West Wrightwood Condominium Association;
	1430 Lake Shore Drive Building Corporation;
	The 1846 North Sedgwick Condo Association;
	2020 Lincoln Park West Condominium Association;
	2335 Commonwealth Condominium;
HANSEN (44th Ward)	Commonwealth Plaza Condo Association;
	Eddystone Condominium Homes;
	Harbor House Condominium Association;
	The Wellington Condominium Association;
	2800 Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Jefferson Manor Condo Association;
	Kings Corner Condo Association;
	LeCour Condominium;
	Mason Terrace Condominium;

Alderman	Claimant
	Mr. Warren Weaver;
	Wilson Court Condominium;
	Winderlane Condominium (2);
	Windsor Point Condominium Association;
	4850 -- 4852 North Linder Building;
SHILLER (46th Ward)	701 -- 709 Buena Condominium Association;
	743 -- 755 West Brompton Condominium;
	3762 North Fremont Condominium Association;
	3900 Lake Shore Drive Condominium;
SCHULTER (47th Ward)	1961 -- 1971 West Winona Condominium Association;
M. SMITH (48th Ward)	Lakeside Place Condominium Association;
	Sheridan-Ainslie Condominium Association;
	Stickney School Condominium Association;
	Thorndale Beach South Condominium Association;
	West Edgewater Condominium Association;
	4900 North Marine Drive Condominium Association;

Alderman	Claimant
MOORE (49th Ward)	Chaseland Condominium Association;
	Farwell Courts Condominium;
	Greenleaf Condominium Association;
	Jarvis Court Condominium Association;
	Lunt Condominium Association;
	Pratt Shore Condo Association;
	Riviera Condominium;
	1217 -- 1219 North Shore Condominium Association;
	7401 Sheridan Road Condominium Association;
STONE (50th Ward)	Albany Condo Association;
	Chesterfield on Touhy Condominium;
	Emmerson Park Condominum, Incorporated (2);
	Ivy Courte Condominium Association;
	Park Gables Apartment Homes, Incorporated;
	Winston Towers No. 2;
	Winston Towers Condo Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Federal Food Court, Inc. -- to construct, install, maintain and use a kiosk sign adjacent to 77 West Jackson Boulevard; and

Hearn Company -- to maintain and use a smoke stack emerging from the building at 100 North LaSalle Street and a pipe tunnel under and across north/south alley approximately 25 feet north of the north line of West Washington Street and 1,115 feet west of the west line of North LaSalle Street.

Referred -- GRANT OF PRIVILEGE TO 332 DELI FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to 332 Deli, to maintain and use a portion of the public way adjacent to 332 South Michigan Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF TITLE 17, VARIOUS SECTIONS OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO DEFINE AND ALLOW INCLUSION OF CERTAIN REHABILITATION FACILITIES AS SPECIAL USE WITHIN SPECIFIED DISTRICTS.

Also, a proposed ordinance to amend Title 17, various sections of the Municipal Code of Chicago (Chicago Zoning Ordinance) by defining the terms "Residential Rehabilitation Centers" and "Social Setting Detoxification Centers", allowing said centers as special uses within R4 General Residence Districts and to disallow same below the second floor within B1-1 through B1-5 Local Retail Districts, B5-1 through B5-5 General Service Districts and C1-1 through C1-5 Restricted Commercial Districts, and further, by allowing Outpatient Substance Abuse Treatment Facilities as special uses within B1-1 through B1-5 Local Retail Districts, B5-1 through B5-5 General Service Districts and C1-1 through C1-5 Restricted Commercial Districts, which was *Referred to the Committee on Zoning.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Mr. John Jackson/Chernin's Shoes -- at 600 West Roosevelt Road for the period extending July 21 through July 24, 1994, during the hours of 9:00 A.M. to 6:00 P.M. each day; and

Mr. Jack Gelman/That's Our Bag -- at 50 East Randolph Street for the period extending August 10 through August 13, 1994, during the hours of 9:00 A.M. to 7:00 P.M. each day.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 122 NORTH WELLS STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Elliotts Tower Cafe, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 122 North Wells Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION TO PROHIBIT "THROUGH VEHICULAR TRAFFIC" ON PORTION OF SOUTH BISHOP STREET.

Also, a proposed order authorizing the Commissioner of Transportation to close to "through vehicular traffic" that portion of South Bishop Street at West Taylor Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2201 SOUTH STATE STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Gannett Outdoor to install a sign/signboard at 2201 South State Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- EXEMPTION OF LA RABIDA CHILDREN'S HOSPITAL AND RESEARCH CENTER FROM ALL 1995 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1995 City fees to LaRabida Children's Hospital and Research Center under its not-for-profit status, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- SUBMISSION OF ADVISORY REFERENDUM QUESTION ON NOVEMBER 8, 1994 GENERAL ELECTION BALLOT TO DETERMINE INTRODUCTION OF LEGALIZED GAMBLING WITHIN CITY LIMITS.

A proposed ordinance to submit an advisory referendum question to the voters of the City of Chicago at the regular general election scheduled for November 8, 1994 to survey whether the citizens of Chicago should have the right to vote on the introduction or expansion of legalized gambling within the City, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

**ALDERMAN BEAVERS (7th Ward)
And OTHERS:**

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO CONDUCT HEARINGS INTO RESULTS OF CHICAGO POLICE DEPARTMENT'S PROMOTIONAL EXAMINATION FOR RANK OF SERGEANT.

A proposed resolution, presented by Aldermen Beavers, Preckwinkle, Bloom, Dixon, Jones, Streeter, Troutman, Evans, Munoz, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez and Shiller, urging the Committee on Police and Fire to conduct hearings into the Chicago Police Department's promotional examination process for the rank of sergeant and urging Arthur Anderson & Company, administrators of the sergeant's examination, and Ms. Cherryl Thomas, Assistant Chief of Staff for Office of the Mayor, to appear before said committee to provide testimony and any and all documents in their possession relating to the promotional examination, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF SOUTH COTTAGE GROVE AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by disallowing the issuance of additional alcoholic liquor and package goods licenses, respectively, on both sides of South Cottage Grove Avenue, from East 79th Street to East 95th Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct cul-de-sacs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On East 87th Place, west of South Kimbark Avenue where East 87th Place abuts the New York, Chicago and St. Louis Railroad; and

On East 89th Place, west of South Dorchester Avenue where East 89th Place abuts the New York, Chicago and St. Louis Railroad.

Referred -- AMENDMENT OF ORDER WHICH AUTHORIZED CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 93RD STREET AS "UPRIGHT MISSIONARY BAPTIST CHURCH STREET".

Also, a proposed ordinance to amend an order passed by the City Council on June 16, 1994, Council Journal of Proceedings, page 52259, which authorized consideration for honorary designation of portion of East 93rd Street as "Upright Missionary Baptist Church Street" by striking the proposed designation and inserting in lieu thereof "Reverend Milton Coleman Street", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 8919 SOUTH STONY ISLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Liberty Sign Co. to install a sign/signboard at 8919 South Stony Island Avenue, which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights at the locations specified, which were *Referred to the Committee on Finance*, as follows:

910 East 83rd Street -- at the entrance to alley;

915 East 92nd Place -- behind the premises;

8700 and 8800 blocks -- in alley between South Jeffery Boulevard and South Euclid Avenue; and

9100 and 9200 blocks of South Ellis Avenue (additional alleylights).

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- CONSIDERATION FOR REPAIRS TO SIDEWALKS, CURBS AND PARKING LOT ADJACENT TO ENGINE COMPANY 75 FIREHOUSE.

A proposed order authorizing the Commissioner of Transportation to give consideration to repairing and/or improving the sidewalks, curbs and parking lot adjacent to the Chicago Fire Department Engine Company 75 Firehouse located at 11958 South State Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHAW (9th Ward) And ALDERMAN E. SMITH (28th Ward):

Referred -- CALL FOR LIE DETECTOR TESTING OF ALL PERSONS INVOLVED IN DRAFTING AND ADMINISTERING OF RECENT POLICE SERGEANT'S EXAMINATION.

A proposed resolution requiring all persons involved in drafting and administering the recent police sergeant's examination, including employees and supervisors of Barrett and Associates who prepared the examination, Arthur Andersen and Company who administered the examination, and any appropriate officers and employees of the City of Chicago, to submit to a lie detector test to determine whether cultural bias, racial discrimination or advance viewing regarding the examination occurred, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

Referred -- CHICAGO POLICE DEPARTMENT ORDERED TO RESCIND ALL PROMOTIONS RESULTING FROM RECENT POLICE SERGEANT'S EXAMINATION UNTIL THOROUGH INVESTIGATION IS CONDUCTED.

A proposed order, presented by Aldermen Shaw, Tillman, Bloom, Steele, Jones, Evans, Munoz, Burrell, Shiller and Moore, reading as follows:

Be It Hereby Ordered, That the City of Chicago Department of Police shall rescind all 114 promotions resulting from the recent police sergeant's examination until such time as the methods by which this examination was drafted and administered have been thoroughly and independently investigated, and a report is presented to the City Council showing that said examination was fair and just; and

Be It Further Ordered, That in case of an adverse report on the drafting and/or administering of said police sergeant's examination, all promotions which would have resulted from the examination be permanently rescinded, and a new sergeant's examination be prepared.

Alderman Shaw moved to suspend the rules temporarily for the immediate consideration of and action upon the foregoing proposed order. The clerk called the roll and the motion was lost by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Shaw, Jones, Coleman, Troutman, Evans, Miller, E. Smith, Burrell, Shiller, Moore -- 16.

Nays -- Aldermen Mazola, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Mell, Austin, Wojcik, Banks, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Stone -- 23.

Thereupon, on motion of Alderman Shaw, the foregoing proposed order was *Referred to the Committee on Police and Fire.*

Referred -- FORMATION AND APPOINTMENT OF INDEPENDENT SPECIAL COMMITTEE TO REVIEW CONTENT AND RESULTS OF RECENT POLICE SERGEANT'S EXAMINATION.

Also, a proposed resolution, presented by Aldermen Shaw, Tillman, Bloom, Steele, Jones, Coleman, Munoz, Burrell, Shiller and Moore, establishing and appointing a special committee to review the content and results of the recent Police Sergeant's Examination and calling for the cancellation of all promotions which resulted from said examination until the completion of such independent review, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

EXPRESSION OF SUPPORT FOR "MOTHERS AGAINST GANGS" PEACE MARCH ON AUGUST 13, 1994.

A proposed resolution reading as follows:

WHEREAS, Since the beginning of time, people would choose to gather, to assemble and to march and voice their unhappiness; and

WHEREAS, The force and the numbers of such assembly have brought attention to matters of great importance; and

WHEREAS, One such assembly will take place at 12:00 Noon, Saturday, August 13, 1994, at East 86th Street and South Baltimore Avenue under the banner of "Mothers Against Gangs" Peace March. The point of assembly is the site of the assassination of a mother, Cecilia Flores, on July 23, 1994, defending her young against the onslought of gang violence; and

WHEREAS, Thousands will assemble and proceed to march through the streets of South Chicago to highlight the intensity of their determination to retake their streets from these gangs; now, therefore,

Be It Resolved, That the Mayor and members of the City Council endorse this march and support the efforts of thousands of citizens on the southeast side to try to stop gang violence and the daily murders of our families and friends in our City.

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- CONSIDERATION FOR INSTALLATION OF ADDITIONAL ALLEYLIGHT IN 9000 BLOCK OF SOUTH MUSKEGON AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an additional alleylight in the 9000 block of South Muskegon Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF SOUTH NORMAL AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on South Normal Avenue, at West 45th Place, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF WEST 37TH STREET AS "REVEREND RETHA BROWN DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of West 37th Street, from South Wentworth Avenue to the viaduct, as "Reverend Retha Brown Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4135 SOUTH ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Co. to install a sign/signboard at 4135 South Ashland Avenue, which was *Referred to the Committee on Buildings.*

Referred -- WAIVER OF ALL STREET CLOSING FEES FOR OUR LADY OF GOOD COUNSEL PARISH.

Also, a proposed order authorizing the City Comptroller to waive all fees associated with a street closing for the period extending August 22 through August 28, 1994 and charged to Our Lady of Good Counsel Parish, 3528 South Hermitage Avenue, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN FARY (12th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF SOUTH ARCHER AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Jeffery Barth/Archer Avenue Business Promotions to conduct a sidewalk sale on that part of South Archer Avenue, from South California Avenue to South Kedzie Avenue for the period extending August 4 through August 6, 1994, during the hours of 9:00 A.M. to 9:00 P.M. and on August 7, 1994, during the hours of 11:00 A.M. to 4:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Frank J. Hesik, Jr. -- 6523 South Komensky Avenue;

Mr. Walenty Akrasinski -- 4512 West 59th Street; and

Mr. Ralph Pimentel -- 3805 West 64th Street.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT VENDOR FEES FOR PARTICIPANTS IN CHICAGO SOUTHWEST BUSINESS GROWTH AREA COMMISSION SIDEWALK SALE.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant Vendor fees for participants in the Chicago Southwest Business Growth Area Commission Sidewalk Sale to be held on portions of West 63rd Street, South Kedzie Avenue and South Western Avenue, for the period extending August 18 through August 20, 1994, during the hours of 9:00 A.M. and 9:00 P.M. each day, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Robert Lawing -- 5040 South Campbell Avenue; and

Mr. Joseph W. Ross -- 3109 West 58th Street.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AUTHORIZATION TO COMMISSION ILLINOIS POLICE RESERVES TO ACT AS AUXILIARY POLICE WITHIN JURISDICTION OF MARQUETTE PARK SECURITY DISTRICT.

A proposed ordinance authorizing the City of Chicago to commission Illinois Police Reserves to act as auxiliary police and to have peace officer status within the jurisdiction of the Marquette Park Security District for the period extending July 23 through September 30, 1994, which was *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Police and Fire.*

Presented By

ALDERMAN COLEMAN (16th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED STREETS AND PUBLIC ALLEYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all that part of West 62nd Street, South Emerald Drive and West Englewood Avenue, together with all of the public alleys in the area bounded by South Halsted Parkway, the south line of the north half of West Englewood Avenue, the west line of the east half of the north/south 20 foot public alley east of South Halsted Street, running north from West 62nd Place and the east line of the north/south 12 foot public alley east of South Halsted Street, running between West 62nd Street and West Englewood Avenue, for the City of Chicago (Department of Planning and Development) (File No. 16-16-94-1873); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Coleman 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 Coleman, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN COLEMAN (16th Ward) And ALDERMAN TROUTMAN (20th Ward):

Referred -- COMMITTEE ON HEALTH REQUESTED TO CONDUCT HEARINGS ON CUTBACKS IN HEALTH SERVICES BY DEPARTMENT OF HEALTH AND THEIR EFFECT ON INFANT MORTALITY RATE IN CHICAGO.

A proposed resolution requesting the Committee on Health to conduct public hearings on the cutbacks in health services by the Department of Health and

their effects on the rate of infant mortality in Chicago in general and the Englewood community in particular, and by further requesting the Commissioner of Health to participate in the hearings and provide all relevant information requested, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 8326 SOUTH TRIPP AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Steve Huntington to park his pickup truck and/or van at 8326 South Tripp Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 8227 -- 8229 SOUTH ASHLAND AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Cyrus Jackson to construct, maintain and use four canopies to be attached or attached to the building or structure at 8227 -- 8229 South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward):

AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR ERECTION OF CANOPIES IN CONJUNCTION WITH SAINT CHRISTINA'S CHURCH AUTUMN FESTIVAL.

A proposed order reading as follows:

Ordered, That the City Comptroller is hereby authorized and directed to waive the permit fees for the erection of four canopies in conjunction with Saint Christina's Church Autumn Festival to be conducted on private premises at West 111th Street and South Central Park Avenue, for the period of September 9 through September 12, 1994.

Alderman Rugai 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 Rugai, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- SUPERINTENDENT OF POLICE DIRECTED TO IMPLEMENT PROGRAM WHICH WOULD AUTHORIZE SWORN POLICE OFFICERS TO MAKE PERSONAL USE OF PATROL CARS.

Also, a proposed ordinance directing the Superintendent of Police to implement a program to be known as the "Take Home Program", which would authorize sworn police officers to make personal use of patrol cars and gradually phase out use of unmarked police vehicles and replace such vehicles with patrol cars in an effort to increase police visibility and serve as a natural crime deterrent, which was *Referred to the Committee on Police and Fire.*

Referred -- EXEMPTION OF BEVERLY AREA LOCAL DEVELOPMENT COMPANY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 1981 -- 1987 WEST MONTEREY AVENUE.

Also, a proposed ordinance to exempt Beverly Area Local Development Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 1981 -- 1987 West Monterey Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- WAIVER OF CANOPY PERMIT FEES FOR PARTICIPANTS IN SAINT CHRISTINA CHURCH AUTUMNFEST.

Also, a proposed order authorizing the Department of Buildings to waive the canopy permit fees for participants in the Saint Christina Church Autumnfest to be held at West 111th Street and South Central Park Avenue for the period beginning September 8 and ending September 11, 1994, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN RUGAI (19th Ward) And ALDERMAN BEAVERS (7th Ward):

Referred -- DEPARTMENT OF POLICE ORDERED TO PROVIDE MANDATORY TRAINING FOR 911 EMERGENCY TELEPHONE DISPATCHERS.

A proposed resolution ordering the Chicago Police Department to provide mandatory training for 911 Emergency Telephone dispatchers concerning the specific geographical area and special needs of each district they are assigned and to require dispatchers to attend police department meetings within their individual assigned zones, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN LASKI (23rd Ward):

AUTHORIZATION FOR WAIVER OF SPECIFIED FEES FOR PARTICIPANTS IN MIDWAY SUMMERFAIRE.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Departmental Fees And Sureties.

Ordered, That the City Comptroller is hereby authorized and directed to waive all departmental fees and sureties for the Midway Summerfaire to be held on the premises located at 5565 South Archer Avenue, for the period beginning August 24 and ending August 28, 1994.

Food Vendor And Itinerant Merchant License Fees.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for participants in the Midway Summerfaire, to be held at 5565 South Archer Avenue, for the period beginning August 24 and ending August 28, 1994.

Alderman Laski 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 Laski, 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, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- STANDARDIZATION OF PORTION OF SOUTH LAPORTE AVENUE AS "BILL 'GRAMPS' GUIDE AVENUE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Laporte Avenue, between West 49th Street and West 51st Street, as "Bill 'Gramps' Guide Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Lite Rite Electric Co. -- for sign/signboard at 4531 South Cicero Avenue; and

White Way Sign & Maintenance Co. -- for sign/signboard at 5200 South Cicero Avenue.

Presented By

ALDERMAN OCASIO (26th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF NORTH BELL AVENUE, BETWEEN WEST POTOMAC AVENUE AND WEST DIVISION STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of North Bell Avenue lying between the south line of West Potomac Avenue and the north line of West Division Street for Saint Mary of Nazareth Hospital Center (File No. 6-26-94-1861); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Ocasio 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 Ocasio, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- EXEMPTION OF PEERLESS EMBROIDERY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2817 NORTH WESTERN AVENUE.

Also, a proposed ordinance to exempt Peerless Embroidery from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2817 North Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2800 NORTH TALMAN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Gannett Outdoor to install a sign/signboard at 2800 North Talman Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR WAIVER OF SERVICE FEES IN CONJUNCTION WITH VARIOUS EVENTS.

Also, two proposed orders authorizing the City Comptroller to waive the service fees in conjunction with the events noted, to be held in the 26th Ward during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Festival Calle Pedro Albizu Campos, sponsored by the Sembrando el Futuro, to be held September 8, 1994; and

Old Wicker Park Festival, sponsored by the Old Wicker Park Committee, to be held on August 20 and 21, 1994.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1050 NORTH ASHLAND AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Amigo Auto Mechanic to construct, maintain and use one canopy to be attached or attached to the building or structure at 1050 North Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN WATSON (27th Ward) And ALDERMAN DIXON (8th Ward):

CONGRATULATIONS EXTENDED TO GLOBAL COMMITTEE COMMEMORATING KINGDOM RESPECT DAYS FOR THEIR OUTSTANDING CONTRIBUTIONS IN PROMOTING HUMAN AND CIVIL RIGHTS.

A proposed resolution reading as follows:

WHEREAS, Global Committee Commemorating Kingdom Respect Days will celebrate ten years of promoting human and civil rights, anti-violence and spiritual principles of life, liberty, love, peace and cultural co-existence on Dream Day, August 28th, with a Dream Day Quest/Parade and Jubilee in Marquette Park, wearing black and white colors in the Spirit of W.A.O. (WeAreOne) Chicago and W.A.O. World; and

WHEREAS, In 1988, Global Committee showed leadership in race relations by facing the Skinheads, Nazis and Klu Klux Klan that joined forces to prevent us from sowing love in the midst of Marquette Park's hatred by sponsoring the first integrated festival in Marquette Park's history, which was co-sponsored by the City, on the twenty-fifth anniversary of the Emancipating Dream/March on Washington; and

WHEREAS, Dream Day marks the August 28, 1955 nightmare (kidnap lynching) anniversary of fourteen year old Emmett Till that ignited the civil rights renaissance of the 60s when 600,000 viewed his remains in Chicago and focused worldwide media attention on the injustice plight of American Africans; and

WHEREAS, Dream Day, August 28, 1963, is the anniversary of the Emancipating Dream Blank Check/March on Washington that prompted the passage of the Civil Rights Bill of 1964; and

WHEREAS, August 28, 1818 marks the anniversary of the death of Chicago's "underacclaimed" founding father of African descent Jean Baptiste Point DuSable. Dream Day is a triple celebration of history in Chicago and an opportunity for all cultures to promote bias living; and

WHEREAS, Emmett Till and Medgar Evers were mentioned in the "I Have A Dream" speech delivered by Reverend Dr. Martin Luther King, Jr. as having faced atrocities so we wouldn't have to, the Dream Day Quest and Jubilee will include a salute to Myrlie Evers and invites her participation to get four blocks in Marquette Park honored as "Medgar Evers Lane" and congratulate her for not giving up for thirty years and finally getting a guilty verdict in the assassination of her husband; and

WHEREAS, On Dream Day, Global Committee will honor five outstanding aldermen and alderwomen that have been shining examples of servicing the public with progressive leadership will receive the Dream Day Dandy 5-Star Award; and

WHEREAS, The recipients of the Dream Day Dandy 5-Star Award are Alderman Arenda Troutman for her innovative housing programs bringing millions in revenue for her constituents and the City; Alderman Billy Ocasio for his pioneer efforts in undoing bias against a historic legend Pedro Albizu Campos; Alderman William Shaw for leading the affirmative action crusade of equity for Chicago's minority police officers; Alderman Helen Shiller for her continued consciousness raising efforts to improve the lives of

indigenous people in Chicago and through her travels to South Africa; and Alderman Toni Preckwinkle for her work in spearheading and continuing the struggle to honor Chicago's founding father with a street that marks his settlement site; and

WHEREAS, Global Committee Commemorating Kingdom Respect Days has been cited by President Bill Clinton as "an organization that does much for society as a whole" and has been featured on Voice of America as the only organization in the world that culturally captures and historically preserves the three key principles of the civil rights renaissance of the 60s in a color commemorated concept called Kingdom Respect Days; and

WHEREAS, The three key principles are the principles of human and civil rights on January 15 -- Humanitarian Day color commemorated by wearing white, principles of anti-violence on April 4 -- Victims of Violence Holy Day color commemorated by wearing black, and spiritual principles on Dream Day -- August 28 black and white colors are worn and a twenty-two minute Quest procession follows the amplified playing of Dr. King's "I Have A Dream" speech in its entirety to show visible support for racial harmony and motivate others to change; and

WHEREAS, Kingdom Respect Days coincide with Dr. King's birth, death and dream and culturally captures the struggle to overcome the legacy of slavery from the victims point of view; Global Committee through its Students' Coalition of Conscience Curriculum teaches Civil Rights History in schools and universities throughout the world; and

WHEREAS, Dee D. Smith Simons, evangelist, educator, author, activist and poet; a graduate of Kennedy King College, Columbia College and Midwest Montessori Teacher Training Institute is a preliminary winner representing Chicago's Sister Cities International Contest for Poet Ambassador to Ghana was born on August 28 and will celebrate her birthday in Marquette Park; and

WHEREAS, Global Committee during its ten years of commitment with a volunteer staff, has been a catalyst for many innovative programs including getting the first proclamation in 1984 by presenting 2,000 signatures for a day to observe victims of violence and suggested written and oral statements on the impact of the violence that evolved into the Victims Impact Law; and

WHEREAS, Dream Day ends Freedom Colors Dream Week that includes Red, Black and Green Heritage Sunday on August 21, 1994 at the South Shore Cultural Center; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of Chicago, gathered here this third day of August, 1994, do hereby congratulate Global Committee Commemorating Kingdom Respect Days for its pioneering work in keeping the American Dream alive and preserving the history of the civil rights renaissance of the 60s for ourselves and posterity; and

Be It Further Resolved, That August 28 is Dream Day Quest and Jubilee Time in Chicago and urge all citizens to be cognizant of the visual observance, activities and programs arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dee D. Smith Simmons of Global Committee Commemorating Kingdom Respect Days.

Alderman Watson moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN E. SMITH (28th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST WEST END AVENUE, WEST WASHINGTON BOULEVARD, NORTH KILDARE AVENUE AND NORTH KEELER 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 first north/south 10 foot public alley west of North Keeler Avenue in the block bounded by West West End Avenue, West Washington Boulevard, North Kildare Avenue and North Keeler Avenue for Bethel Evangelical Lutheran Church (File No. 10-28-94-1874); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman E. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman E. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- WAIVER OF ALL FEES ASSOCIATED WITH CONSTRUCTION OF SINGLE-ROOM OCCUPANCY APARTMENTS AT 3250 -- 3314 WEST MAYPOLE AVENUE.

Also, a proposed ordinance requiring the City to waive all fees associated with the construction of 152 single-room occupancy apartments at 3250 -- 3314 West Maypole Avenue for use by low- and moderate-income persons, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 1911 NORTH MONITOR AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 1911 North Monitor Avenue, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5946 WEST NORTH AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Moonlight Records to construct, maintain and use one canopy to be attached or attached to the building or structure at 5946 West North Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Three proposed orders directing the Commissioner of Transportation to grant permission to Sprint International, Inc. for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

At 2992 and 3055 North Milwaukee Avenue, on August 5, 1994, during the hours of 12:00 Noon to 8:00 P.M. and on August 6 and 7, 1994, during the hours of 10:00 A.M. to 8:00 P.M.;

At 3025 and 3078 North Milwaukee Avenue, on August 12, 1994, during the hours of 12:00 Noon to 8:00 P.M. and on August 13 and 14, 1994, during the hours of 10:00 A.M. to 8:00 P.M.; and

At 2992, 3025 and 3113 North Milwaukee Avenue, on August 20, 21, 27 and 28 1994, during the hours of 10:00 A.M. to 8:00 P.M..

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR CUT-OUT TO LOADING DOCK IN PARKWAY ON PORTION OF WEST PALMER STREET.

A proposed order authorizing the Commissioner of Transportation to allow a cut-out in the parkway of West Palmer Street, between North Springfield Avenue and the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks, to provide improved truck access to loading docks, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN CHICAGO DRAMATISTS WORKSHOP FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Chicago Dramatists Workshop Festival to be held on North Aberdeen Street, between West Ogden Avenue and North May Street on August 20, 1994, during the

hours of 2:00 P.M. and 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Decal Company -- for parking facility adjacent to 3310 North Elston Avenue; and

Mr. Du H. Nam -- for parking facilities for 5117 North Kedzie Avenue and 3148 West Carmen Avenue.

Presented By

ALDERMAN WOJCIK (35th Ward):

Referred -- AUTHORIZATION FOR STANDARDIZATION OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

West George Street, from North Central Park Avenue to North Lawndale Avenue -- to be known as "Father Kloptowski Drive"; and

North Central Park Avenue, from West George Street to West Wolfram Street -- to be known as "Saint Hyacinth Drive".

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES FOR PARTICIPANTS IN ANNUAL PALMER SQUARE ARTS FESTIVAL.

Also, two proposed orders authorizing the Director of Revenue to waive all departmental fees and sureties along with Food Vendor and Itinerant Merchant License fees for participants in the Annual Palmer Square Arts Festival, sponsored by the Chicago Neighborhood Artists, to be held in the 2200 block of Palmer Square, for the period extending August 19 through August 21, 1994, which were *Referred to the Committee on Finance.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF TITLE 17, ARTICLE 8, SECTIONS 8.3-4 AND 8.11-1 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY INCLUSION OF UPHOLSTERING SHOPS AS PERMITTED USE WITHIN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

A proposed ordinance to amend Title 17, Article 8, Sections 8.3-4 and 8.11-1 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by including upholstering shops as permitted use within B4-1 through B4-5 Restricted Service Districts, provided that no more than two employees and one owner or manager work on the premises, which was *Referred to the Committee on Zoning.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 6811 WEST GRAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Co. to install a sign/signboard at 6811 West Grand Avenue, which was *Referred to the Committee on Buildings.*

Presented For

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders, presented by Alderman Levar, authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Albar Corporation, Ltd. -- for one canopy at 5920 -- 5922 West Irving Park Road; and

Mr. B's Stuffed Pizza, doing business as Superossa -- for ten canopies at 4256 North Central Avenue.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF WEST LAWRENCE AVENUE AND NORTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to the Albany Park Chamber of Commerce to conduct a sidewalk

sale on West Lawrence Avenue, between North Troy Street and North Central Park Avenue and on North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period extending August 18 through August 21, 1994, during the hours of 10:00 A.M. and 7:00 P.M. each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AMENDMENT OF TITLE 5, CHAPTER 12, SECTION 080 OF MUNICIPAL CODE OF CHICAGO TO AFFIX VARIABLE INTEREST RATE ON SECURITY DEPOSITS OR PREPAID RENTS HELD BY LANDLORD.

A proposed ordinance to amend Title 5, Chapter 12, Section 080 of the Municipal Code of Chicago by changing the rate of interest paid on security deposits or prepaid rents held by landlords from a fixed five percent rate to the variable interest rate paid on minimum deposit passbook savings accounts on deposit in the largest commercial bank having its principal office in the City of Chicago, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN NATARUS (42nd Ward):

BUILDING AT 22 EAST CHESTNUT STREET DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at the following location, to wit: 22 East Chestnut Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at the following location, to wit: 22 East Chestnut Street, is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolishment of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 9, CHAPTER 80, SECTION 200(b) OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT USE OF ROLLER SKATES OR SIMILAR DEVICES ON ROADWAYS OR SIDEWALKS WITHIN BUSINESS DISTRICTS.

Also, a proposed ordinance amending Title 9, Chapter 80, Section 200(b) of the Municipal Code of Chicago which would prohibit the use of roller skates or similar devices upon roadways or sidewalks within business districts, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO NORTHWESTERN UNIVERSITY FOR USE OF PUBLIC WAY ADJACENT TO 333 EAST ERIE STREET AND 222 EAST HURON STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on May 18, 1994 (Council Journal of Proceedings, pages 50964 through 50970) which authorized a grant of privilege to Northwestern University for the construction, installation, maintenance and use of specified fixtures for a sewer irrigation system by including within the terms of the ordinance, provisions for the installation of "pylons and footings", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PROHIBITION OF PEDDLING ON PORTIONS OF EAST ILLINOIS STREET AND NORTH MC CLURG COURT.

Also, a proposed ordinance prohibiting peddling on East Illinois Street, between North Columbus Drive and North Lake Shore Drive and on North McClurg Court, between the Chicago River and East Grand Avenue, pursuant to the provisions of Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Allright Parking Corp. -- 304 -- 320 West Huron Street;

The Children's Memorial Medical Center of 2300 Children's Plaza -- 2430 North Halsted Street; and

Deborah's Place II -- 1530 North Sedgwick Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, ten proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Acme-Wiley Corporation -- for six signs/signboards at 620 North LaSalle Street;

Acme-Wiley Corporation -- for sign/signboard at 166 West Washington Street;

Patrick Media Group -- for sign/signboard at 600 North LaSalle Street;

Patrick Media Group -- for sign/signboard at 720 North LaSalle Street; and

White Way Sign Company -- for sign/signboard at 755 North LaSalle Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, eight proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Guest Quarters Suite Hotel -- four canopies at 198 East Delaware Place;

Hooters of Wells Street, Inc. -- one canopy at 658 -- 660 North Wells Street;

JMB/Urban Development Co., La Salle National Bank, under Trust Number 40940 -- three canopies at 835 -- 845 North Michigan Avenue;

JMB/Urban 900 Development Partners, Ltd. -- one canopy at 65 East Walton Street;

Rreef Ma III 645 North Michigan, Inc. -- five canopies at 645 North Michigan Avenue;

The Scott Condominium Association -- two canopies at 60 -- 70 East Scott Street;

M.D.J. Corporation, doing business as Zanibar -- one canopy at 731 North Dearborn Street; and

1st Chicago Building Corporation -- one canopy at 605 North Michigan Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed orders and a ordinance authorizing and directing the Commissioner of Transportation to issue the permits necessary to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Driehaus Securities Corporation -- to install trees, planters and ornamental streetlights on portions of East Erie Street and North Wabash Avenue adjacent to 25 East Erie Street;

Vitec, Inc. -- to construct, maintain and use a facade protrusion over the public right-of-way adjacent to 630 North Rush Street; and

350 -- 358 West Ontario Street Partnership -- to install two handicap ramps adjacent to 350 and 358 West Ontario Street.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive various license fees for participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events Cultural Affairs*, as follows:

New East Side Artworks, Outdoor Fine Arts & Crafts Show -- to be held for the period extending August 17 through August 21, 1994 (Itinerant Merchant License fees); and

1994 River North Association's "Taste of River North" -- to be held on August 13 and 14, 1994 (Special Event Food License fee).

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO NORTHSHORE FLORAL SERVICE, INC. (DOING BUSINESS AS FLOWERS & FLOWERS) TO CONSTRUCT, INSTALL, MAINTAIN AND USE MERCHANDISE DISPLAY.

A proposed ordinance to grant permission and authority to Northshore Floral Service, Inc., doing business as Flowers & Flowers, to construct, install, maintain and use a merchandise display adjacent to the premises at 2468 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO NORTHERN PLAINS, INC. FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Northern Plains, Inc. to maintain and use a portion of the public way adjacent to 2264 North Clark Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 341 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hisham Razea to construct, maintain and use three canopies to be attached or attached to the building or structure at 341 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- APPROVAL OF PLAT OF MELROSE CHICAGO HOMES SUBDIVISION ON PORTION OF WEST MELROSE STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Melrose Chicago Homes Subdivision on portion of West Melrose Street, east of North Lakewood Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO MR. YOUNG KIM JEE (DOING BUSINESS AS RAINBOW FLOWERS) TO CONSTRUCT, INSTALL, MAINTAIN AND USE FLORAL DISPLAY.

Also, a proposed ordinance to grant permission and authority to Mr. Young Kim Jee, doing business as Rainbow Flowers, to construct, install, maintain and use a floral display adjacent to the premises at 2917 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO COFFEE & TEA EXCHANGE FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to the Coffee & Tea Exchange to maintain and use a portion of the public way adjacent to 330 North Broadway for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Liberty Sign Company -- for sign/signboard at 3509 North Ashland Avenue;

Scadron Enterprises -- for sign/signboard at 1015 -- 1025 West Addison Street; and

Scadron Enterprises -- for sign/signboard at 1109 West Addison Street.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN CENTRAL LAKEVIEW MERCHANTS ASSOCIATION ANNUAL FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Central Lakeview Merchants Association Annual Fair to be held on West Belmont Avenue, between North Clark Street and North Sheffield Avenue, for the period of August 13 and 14, 1994, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HANSEN (44th Ward) And ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLES 2 AND 11 OF MUNICIPAL CODE OF CHICAGO RELATING TO RECYCLED PRODUCT PROCUREMENT AND WASTE PREVENTION MEASURES.

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by adding thereto a new section entitled "Recycled Product Procurement" which would require the Purchasing Agent to biannually review its recycled product procurement specifications and procedures with a view towards encouraging and promoting use of recycled products by City departments and agencies, establish, adopt and biannually update the list of designated recycled products, that would be purchased by the City whenever practicable, adopt minimum recycled content standards for designated recycled products, and submit to the Mayor and the City Council an annual evaluation report on the effectiveness of this ordinance; to amend Title 11, Chapter 4 of the Municipal Code of Chicago by adding a new Article XIV entitled "Waste Prevention" which would require the Commissioner of Environment to conduct a waste audit of each City department on or before January 1, 1996 and recommend specific waste prevention measures; to require all City departments to make economical use of paper products to reduce the volume of paper purchased; and further, to delete in its entirety Section 11-4-1850 of said code entitled "Department of Purchases, Contracts and Supplies -- Adoption of Policies", which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN SHILLER (46th Ward):

WAIVER OF PERMIT AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN UPTOWN CHAMBER OF COMMERCE SIDEWALK SALE.

A proposed order reading as follows:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Permit and Itinerant Merchant License fees for participants in the Uptown Chamber of Commerce Sidewalk Sale, which will be conducted for the period of August 19, 20 and 21, 1994.

Alderman Shiller 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 Shiller, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 13, CHAPTER 212, VARIOUS SECTIONS OF MUNICIPAL CODE OF CHICAGO TO DEFINE AND REGULATE OPERATION AND MANAGEMENT OF "DOMESTIC VIOLENCE SHELTERS".

Also, a proposed ordinance to amend Title 13, Chapter 212, Sections 010, 020, 030, 040, 050 and 060 of the Municipal Code of Chicago by defining

"domestic violence shelters" and requiring said shelters to comply with the provisions governing multiple dwellings, eliminating residency time limits, prohibiting any person from owning or operating domestic violence shelters except on a not-for-profit basis, waiving requirements for separate living quarters on the premises for managers or owners, and prohibiting as part of regular accommodations or services any medical or health related care of residents except for emergency cases, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 17, VARIOUS ARTICLES AND SECTIONS OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO DEFINE AND ALLOW "DOMESTIC VIOLENCE SHELTERS" AS PERMITTED AND SPECIAL USE WITHIN SPECIFIED DISTRICTS.

Also, a proposed ordinance to amend Title 17, various articles sections of the Municipal Code of Chicago (Chicago Zoning Ordinance) by defining "Domestic Violence Shelters" and allowing said shelters as a permitted use in R4 General Residence Districts and B1-1 through B1-5 Local Retail Districts (including below the second floor) and as a special use within R1 Single-Family Residence Districts and further by classfying any Transitional Residences or Transitional Shelters established to provide temporary shelter for victims of domestic violence as of December 21, 1983 as Domestic Violence Shelters, which was *Referred to the Committee on Zoning.*

Referred -- AUTHORIZATION FOR INSTALLATION OF "JACKIE TAYLOR STREET" HONORARY STREET SIGNS ON PORTION OF NORTH BEACON STREET.

Also, a proposed order directing the Commissioner of Transportation to install "Jackie Taylor Street" honorary street signs on that part of North Beacon Street, between West Sunnyside Avenue and West Wilson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CORNELIA'S, INC. (DOING BUSINESS AS CORNELIA'S) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Cornelia's, Inc., doing business as Cornelia's, to maintain and use a portion of the public way adjacent to 750 West Cornelia Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 3933 NORTH CLARENDON AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Craig Kurtz to park his pickup truck and/or van at 3933 North Clarendon Avenue in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO BARBA YIANNI GRECIAN TAVERNA FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Barba Yianni Grecian Taverna to maintain and use a portion of the public way adjacent to 2559 West Lawrence Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. ATTILA DEMETER FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 4156 NORTH CLARK STREET.

Also, a proposed ordinance to exempt Mr. Attila Demeter from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4156 North Clark Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF AMERICAN BLUES THEATRE FROM ALL PUBLIC PLACE OF AMUSEMENT LICENSE FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed order providing inclusive exemption from all Public Place of Amusement License fees for the American Blues Theatre under its not-for-profit status, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN SCHULTER (47th Ward) And ALDERMAN SUAREZ (31st Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 040 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE APPLICATION AND ISSUANCE PROCEDURES FOR ALCOHOLIC LIQUOR SALES.

A proposed ordinance to amend Title 4, Chapter 60, Section 040 of the Municipal Code of Chicago which would consider any change in the officers or directors of an incorporated licensee as an application for original license for alcoholic liquor sales, subject to all procedures, reviews and standards applicable to original license applications, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- WAIVER OF PERMIT FEES TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Two proposed orders directing the Commissioner of Transportation to waive the permit fees for the applicants listed below for the conduct of sidewalk sales at the locations specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

East Edgewater Chamber of Commerce, to be held in the 1100 -- 1155 blocks of West Bryn Mawr Avenue, from 8:00 A.M. to 7:00 P.M. on August 4, 5, 6, September 1, 2, 3, October 6, 7 and 8, 1994; and

5040 -- 5060 North Marine Drive Association, to be held on North Marine Drive, from West Carmen Avenue to 949 West Winona Street, from 8:30 A.M. to 4:00 P.M. on September 17, 1994 (rain date of September 24, 1994).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 5555 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Edgewater Beach Apartments Corp. to construct, maintain and use two canopies to be attached or attached to the building or structure at 5555 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE IN NORTH/SOUTH ALLEY OF 5100 BLOCK OF NORTH WINTHROP AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to close to traffic the north/south alley beginning 56 feet

north of the north line of West Winona Street and extending north to the south line of West Foster Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY LOYOLA UNIVERSITY AT 6525 NORTH SHERIDAN ROAD.

A proposed ordinance requiring Loyola University to pay a Ten Dollar license fee for each of the special police employed at Loyola University, 6525 North Sheridan Road, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN SACRED HEART HARDY PREP SCHOOL ANTIQUE SHOW.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the antique show sponsored by the Sacred Heart Hardy Prep School for the period extending October 27 through October 30, 1994, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- GRANT OF PRIVILEGE TO FIRST CHICAGO BUILDING CORP. TO CONSTRUCT, INSTALL, MAINTAIN AND USE SOIL RETENTION SYSTEM ADJACENT TO 7015 NORTH WESTERN AVENUE.

A proposed ordinance to grant permission and authority to First Chicago Builders Corp. to construct, install, maintain and use a soil retention system adjacent to 7015 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF YESHIVAS BRISK FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 3000 WEST DEVON AVENUE.

Also, a proposed ordinance to exempt Yeshivas Brisk from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3000 West Devon 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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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):

Amtrak National Rail Passenger Corporation ("Amtrak") -- for development of reservation facilities on the premises known as 444 West Jackson Boulevard.

DePaul University -- for electrical work on the premises known as 25 East Jackson Boulevard.

BY ALDERMAN STEELE (6th Ward):

New Bethlehem No. 4 Missionary Baptist Church -- for renovation of existing structure on the premises known as 8850 -- 8852 South Cottage Grove Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Children's Museum -- for construction project on the premises known as 435 East Illinois Street.

BY ALDERMAN LEVAR (45th Ward):

Northwest Fellowship Baptist Church -- for rehabilitation of existing structure on the premises known as 6125 West Foster Avenue.

BY ALDERMAN STONE (50th Ward):

Yeshivas Brisk -- for rehabilitation of existing structure on the premises known as 3000 West Devon Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN MAZOLA (1st Ward):

Regional Organ Bank of Illinois, Inc., 800 South Wells Street.

Saint Cabrini Hospital, 811 South Lytle Street.

BY ALDERMAN TILLMAN (3rd Ward):

Centers for New Horizons, Inc., 3641 South Rhodes Avenue.

BY ALDERMAN BEAVERS (7th Ward):

EHS Trinity Hospital, 2320 East 93rd Street (4).

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, Inc. -- South, 2916 West 47th Street.

BY ALDERMAN STREETER (17th Ward):

The Food Service Professionals/Archdiocese of Chicago, 7721 South Ashland Avenue.

BY ALDERMAN MURPHY (18th Ward):

Ezzard Charles Day Care Center (Montessori), 7946 South Ashland Avenue.

BY ALDERMAN RUGAI (19th Ward):

Beverly Montessori School, 9916 South Walden Parkway.

BY ALDERMAN OCASIO (26th Ward):

Easter Seal Society (Gilchrist Marcham Rehabilitation Center), 2345 West North Avenue.

Lutheran Day Care Nursery Association, 1802 -- 1808 North Fairfield Avenue.

Norwegian American Hospital, 1044 North Francisco Avenue.

Saint Elizabeth Hospital, 1431 North Claremont Avenue (6).

BY ALDERMAN WOJCIK (35th Ward):

Saint Joseph Home of Chicago, Inc., 2650 North Ridgeway Avenue.

BY ALDERMAN BANKS (36th Ward):

Shriner's Hospital, 2211 North Oak Park Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 250 East Superior Street.

BY ALDERMAN HANSEN (44th Ward):

Lincoln Park Child Care Center, 957 West Grace Street.

BY ALDERMAN SHILLER (46th Ward):

Methodist Home, 1415 West Foster Avenue.

BY ALDERMAN M. SMITH (48th Ward):

Old People's Home of the City of Chicago (The Admiral), 909 West Foster Avenue.

BY ALDERMAN MOORE (49th Ward):

Augustana Center (Lutheran Social Services of Illinois), 7464 North Sheridan Road.

BY ALDERMAN STONE (50th Ward):

Misercordia Heart of Mercy, 6300 North Ridge Avenue (10).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BUCHANAN (10th Ward):

10th Ward Regular Democratic Organization, 9618 South Commercial Avenue -- annual "No Parking" sign/permit fees.

BY ALDERMAN WOJCIK (35th Ward):

Saint Joseph Home for the Aged, 2650 North Ridgeway Avenue -- semi-annual elevator inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Health Care, 7262 West Peterson Avenue -- annual building inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 244 East Pearson Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN LEVAR (45th Ward):

Copernicus Foundation (various locations) -- annual boiler inspection fee and annual public place of assembly inspection fees (2).

BY ALDERMAN SCHULTER (47th Ward):

Methodist Hospital of Chicago, 5025 North Paulina Street -- annual boiler inspection fee.

BY ALDERMAN MOORE (49th Ward):

Loyola University (various locations) -- annual building inspection fees, annual public place of assembly inspection fees, annual refrigeration/air conditioning inspection fees, annual sign inspection fees, annual "No Parking" sign/permit fees and annual fuel burning equipment inspection fees.

CANCELLATION OF WATER RATES:

BY ALDERMAN TILLMAN (3rd Ward):

House of Prayer Church, 4349 South State Street.

BY ALDERMAN TROUTMAN (20th Ward):

Harris Young Women's Christian Association, 6200 South Drexel Boulevard.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

REFUND OF FEES:

BY ALDERMAN TILLMAN (3rd Ward):

Greater Harvest Baptist Church, 5121 -- 5125 South State Street -- refunds in the amounts of $80.00 and $666.75 (2).

BY ALDERMAN BERNARDINI (43rd Ward):

Ranch Triangle Association, 1922 North Bissell Street -- refund in the amount of $2,075.00.

WAIVER OF FEES:

BY ALDERMAN HAITHCOCK (2nd Ward):

Illinois Institute of Technology Research Institute (various locations) -- waiver of City permit, license and inspection fees (5).

BY ALDERMAN TILLMAN (3rd Ward):

Greater Harvest Baptist Church, 5121 -- 5125 South State Street -- waiver of Zoning, New Construction and Barricade Permit fees (2).

BY ALDERMAN MOORE (49th Ward):

Sisters of Charity, 1025 West Sheridan Road and 6364 North Sheridan Road.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN MAZOLA (1st Ward):

Napolillo, Eunice L.

BY ALDERMAN PRECKWINKLE (4th Ward):

Sutton, Clarence E.

BY ALDERMAN BLOOM (5th Ward):

Dawson, Erma

Manuel, Annie

Moore, Carolyn S.

BY ALDERMAN STEELE (6th Ward):

Sanders, Howard B.

BY ALDERMAN BEAVERS (7th Ward):

Ivester, Raymond E.

BY ALDERMAN MURPHY (18th Ward):

Tandarich, Antoinette A.

BY ALDERMAN LASKI (23rd Ward):

Badowski, John

Brazinski, Lillian

BY ALDERMAN BANKS (36th Ward):

Sahagian, Virginia

BY ALDERMAN O'CONNOR (40th Ward):

Madenberg, Sara

Ress, John

Shear, Harry and Rona

BY ALDERMAN DOHERTY (41st Ward):

Bajerski, Jennie M.

Benziger, Raymond

Frank, Irene A.

Hayes, Peter F.

Jacobsen, Laurette C.

Mack, Jean A.

Martin, Victoria G.

Maxouris, Jane

Meucci, Enza

Montalbano, Mamie L.

Rodger, Charles D.

Rotter, Alice E.

BY ALDERMAN NATARUS (42nd Ward):

Boganey, Yvonne J. (2)

Mackey, Frank J.

Sparagana, Mario

Wallenstein, Sidney

BY ALDERMAN HANSEN (44th Ward):

Salzenstein, Marvin

BY ALDERMAN LEVAR (45th Ward):

Houston, Helen

Miecznikowski, Frances

Russek, Wanda B.

BY ALDERMAN M. SMITH (48th Ward):

Hogg, Bettye M.

Saletko, LaVerne H.

Sylvester, Helen K.

BY ALDERMAN STONE (50th Ward):

Allswang, Harry
Becker, Garry
Bernstein, Mary S.
Blaustein, Isaac
Brownstein, Robert

Cizek, Samuel
Ells, Roy R.
Fink, John P.
Ginsburg, William
Gomberg, Lois R.

Hersh, Eugene
Hodapp, Philip H.
Itkin, Zelda
Johnson, Charlotte
Katz, Mildred

Kornfeld, Clara
Kwitko, Meyer and Sylvia
Levin, Mel
Levin, Meyer
Levit, Rose M.

Levy, David
Licht, Kenneth F.
Lichtshein, Joseph J.
Mendelson, Jeanette
Naiman, Albert and Nettie

Narter, Dora
Pinkus, Tola
Polonetzky, Mimi
Rosman, Bella
Ruttenberg, Pearl

Sahlberg, Marie
Schwarcz, Dov
Shedlow, Belle
Shepard, Sidney L.
Siegal, Lena

Simjack, Marybeth H.
Small, Ben B.
Van Vlierberghe, Helena
Volchenbaum, Bessie
Weinstein, Elaine

Wezeman, Arthur L. Yukhanna, Baba

Yamaoka, George

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (July 13, 1994).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 13, 1994, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

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

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52808 through 52882, recommending that the City Council pass the said proposed ordinance which authorizes the issuance of Chicago O'Hare International Airport General

Airport Revenue Bonds and/or Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Bonds (hereinafter referred to as the "1994 Senior Lien Bonds"), or its Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds (hereinafter referred to as the "1994 Second Lien Bonds"), or a combination thereof, in one or more series for the purposes described herein; and

WHEREAS, The City proposes to issue and sell 1994 Senior Lien Bonds and 1994 Second Lien Bonds (collectively, the "1994 Bonds") in the manner hereinafter authorized, in one or more series in an aggregate amount not to exceed $310,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Bonds (not to exceed 10% of the principal amount thereof); now, therefore,

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

Part A.

This Ordinance is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois. This Ordinance authorizes the issuance of the 1994 Bonds, as follows: (i) Part B hereof authorizes the issuance, from time to time, of 1994 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 1994 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; (iii) Part D hereof sets forth provisions applicable to both the 1994 Senior Lien Bonds and the 1994 Second Lien Bonds.

The City hereby finds and determines, as follows:

(a) that the improvements to the Airport to be financed by the City involve numerous expenditures over an extended period of time; and

(b) that the City's ability to issue 1994 Senior Lien Bonds and 1994 Second Lien Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described in clause (b) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the City Comptroller to determine to sell one or more series of 1994 Senior Lien Bonds or one or more series of 1994 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 Eleventh Supplemental Ordinance. This Eleventh 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 Eleventh Supplemental Ordinance as such defined terms are given in the General Airport Revenue Bond Ordinance.

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

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

"1994 Second Lien Bonds" means the 1994 Second Lien Bonds authorized by Section 2.1 of Part C of this Ordinance.

"1994 Senior Lien Bonds" means the Bonds authorized by Section 2.1 of this Part B.

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

"Securities Depository" means any 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 1994 Senior Lien Bonds pursuant to Section 2.4 of this Part B.

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

SECTION 1.3 Interpretation. The interpretation of this Eleventh 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 Eleventh Supplemental Ordinance (a) the terms "hereby", "hereof", "hereunder", "herein" and any similar terms used herein refer to this Eleventh Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Eleventh Supplemental Ordinance, and (c) articles and sections mentioned herein by number only are the respective articles and sections of this Eleventh Supplemental Ordinance.

SECTION 1.4 References to Code. The term "Code" as herein used and in the General Airport Revenue Bond Ordinance in reference to the 1994 Senior Lien Bonds shall mean the Internal Revenue Code of 1986, as amended.

Article II.

Authorization And Details Of 1994 Senior Lien Bonds.

SECTION 2.1 Authorization of 1994 Senior Lien Bonds.

(a) The 1994 Senior Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed $310,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Senior Lien Bonds (not to exceed 10% of the principal amount thereof) pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this Eleventh Supplemental Ordinance for the purposes specified in Section 2.2 of Part B of this Ordinance. The maximum aggregate principal amount of 1994 Senior Lien Bonds and 1994 Second Lien Bonds that may be issued under or pursuant to this Ordinance is limited to $310,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Bonds (not to exceed 10% of the principal amount thereof).

(b) The 1994 Senior Lien Bonds shall mature not later than January 1, 2018 and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 9% per annum, computed on the basis of a 360 day year consisting of twelve 30 day months.

(c) Interest on each 1994 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 1994 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 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 1994 Senior Lien Bonds are payable only upon presentation and surrender of such 1994 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 1994 Senior Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 103% of the principal amount of the 1994 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 1994 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 1994 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 1994 Senior Lien Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping

of the Capital Projects listed in Exhibit A attached hereto and any Capital Project related thereto;

(b) the deposit of moneys in the Debt Service Reserve Fund and the Operation and Maintenance Reserve Fund;

(c) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services related to Capital Projects;

(d) the deposit of moneys in the 1994 Capitalized Interest Account; and

(e) the payment of the Costs of Issuance of the 1994 Senior Lien Bonds.

SECTION 2.3 Form, Denominations and Numbers. Each 1994 Senior Lien Bond shall be issued in fully registered form without coupons in the denomination of $5,000, or any integral multiple thereof. The 1994 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 1994 Senior Lien Bonds. Pursuant to Section 2.4 of this Part B, one certificate for each maturity of 1994 Senior Lien Bonds shall be issued and registered in the name of a nominee of the Securities Depository.

SECTION 2.4 Book-Entry Provisions. The Mayor or the City Comptroller is hereby authorized to designate the Securities Depository with respect to the 1994 Senior Lien Bonds. The provisions of this Section shall apply so long as the 1994 Senior Lien Bonds are maintained in book-entry form with a Securities Depository, any provisions of this Ordinance to the contrary notwithstanding.

(a) Payments. The 1994 Senior Lien Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the 1994 Senior Lien Bonds, in next day funds on each date on which the principal of, interest on, and premium, if any, on the 1994 Senior Lien Bonds is due as set forth in this Ordinance and in the 1994 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 1994 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 1994 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 1994 Senior Lien Bonds to Participants or the beneficial owners of the 1994 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 1994 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 1994 Senior Lien Bonds, or (B) the interests of the beneficial owners of the 1994 Senior Lien Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the 1994 Senior Lien Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the 1994 Senior Lien Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the 1994 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 1994 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 1994 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 1994 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 1994 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 1994 Senior Lien Bonds, by their acceptance of the 1994 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 1994 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 1994 Senior Lien Bonds.

SECTION 2.5 Form of 1994 Senior Lien Bonds and Certificate of Authentication. Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1994 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, 1994 Series ____.

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

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, 1995 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 and 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 1994 Series __ Bonds is within every debt and other limit prescribed by law.

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

City of Chicago

By: _____
Mayor

(Seal)

Attest:

_____
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 Bonds, 1994 Series ____, of the City of Chicago.

Harris Trust and Savings Bank,
as Trustee

By: _____
Authorized Signature

[Form Of Reverse Of Bond]

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

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the

purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

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

This Bond is one of a series of Bonds designated "1994 Series ____ Bonds" (herein called the "1994 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 _____ 1994 (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 1994 Series ____ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 1994 Series ____ Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance), with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the

holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

Notwithstanding the foregoing, the holder of this 1994 Series _____ Bond is deemed by virtue of such holder's acceptance hereof automatically and irrevocably to have consented to and approved any Supplemental Ordinances which the City may from time to time propose to effect certain amendments and modifications to Article XI of the Bond Ordinance, and such amendments and modifications may take effect without any further action on the part, or for the benefit, of any present or future holder of such 1994 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 1994 Series _____ Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 1994 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 1994 Series _____ Bonds are issuable in the form of registered Bonds without coupons in the denomination of $5,000, or any integral multiple thereof. In the manner, subject to the conditions, and upon the payment of the charges, if any, provided in the Ordinances, 1994 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 1994 Series _____ Bonds of any other authorized denominations, of the same maturity and interest rate.

The 1994 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:

Bonds Due January 1, _____

Year	Principal Amount

Bonds Due January 1, _____

Year	Principal Amount

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

The 1994 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 or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each 1994 Series ____ Bond is to be redeemed or if such 1994 Series _____ Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption :

Period (both dates inclusive)	Redemption Prices (expressed as a percentage)

In the event that any or all of the 1994 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 1994 Series ____ Bonds or portions of the 1994 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 1994 Series ____ Bonds. Notice of redemption having been given as aforesaid, the 1994 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 1994 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 Valued Received, The undersigned sells, assigns and transfers unto _____ the within Chicago O'Hare International General Airport Revenue Refunding Bond, 1994 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 whatever.

Article III.

Application Of Proceeds Of 1994 Senior Lien Bonds And Establishment Of Accounts.

SECTION 3.1 Application of Proceeds of 1994 Senior Lien Bonds. The proceeds of the 1994 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 1994 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 1994 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.3 Establishment of 1994 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 "1994 Capitalized Interest Account". There shall be deposited from the proceeds of the sale the 1994 Senior Lien Bonds into the 1994 Capitalized Interest Account any amount stated in the Certificate delivered in connection with the issuance of the 1994 Senior Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.4 Establishment of Project Accounts. Project Accounts are hereby established for the payment of Costs of Issuance of the 1994 Senior Lien Bonds and for each of the Capital Projects described in Section 2.2 for which a Project Account has not heretofore been established. Upon receipt of the proceeds of the sale of each series of 1994 Senior Lien Bonds, there shall be deposited from such proceeds in each Project Account the amount, if any, set forth in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.5 Operation and Maintenance Reserve Fund. Upon receipt of the proceeds of the sale of the 1994 Senior Lien Bonds, there shall be deposited from such proceeds in the Operation and Maintenance Reserve Fund any amount stated in the Certificate delivered in connection with the issuance of the 1994 Senior Lien Bonds 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:

"Bank" means a bank that has issued a Letter of Credit pursuant to a Reimbursement Agreement in order to secure a series of 1994 Second Lien Bonds, the obligations of which bank are rated by Moody's Investors Service, Inc. or Standard & Poor's in one of the two highest short-term debt rating categories.

"Bank Notes" means Second Lien Obligations evidencing the obligations of the City to a Bank under a Reimbursement Agreement.

"Letter of Credit" means a Letter of Credit securing the payment of the principal or purchase price of and interest on a series of 1994 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.

"1994 Second Lien Bonds" means the 1994 Second Lien Bonds authorized by Section 2.1 of this Part C.

"1994 Senior Lien Bonds" means the 1994 Senior Lien Bonds authorized by Section 2.1 of Part B of this Ordinance.

"Ninth Supplemental Indenture" means the Ninth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds from the City to the Master Trustee relating to the initial series of 1994 Second Lien Bonds.

"Reimbursement Agreement" means an agreement between the City and a Bank pursuant to which a Letter of Credit is issued with respect to a series of 1994 Series Lien Bonds.

"Remarketing Agreement" means an agreement between the City and a Remarketing Agent pursuant to which the Remarketing Agent under certain circumstances will remarket 1994 Second Lien Bonds.

"Supplemental Indenture" means a supplemental indenture authorizing a series of 1994 Second Lien Bonds, substantially in the form of the Ninth Supplemental Indenture.

Article II.

Authorization And Details Of 1994 Second Lien Bonds.

SECTION 2.1 Authorization Of 1994 Second Lien Bonds.

(a) The 1994 Second Lien Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed $310,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Second Lien Bonds (not to exceed 10% of the principal amount thereof) pursuant to the Master Indenture and one or more Supplemental Indentures for the purposes specified in Section 2.2 of Part C of this Ordinance. The maximum aggregate principal amount of 1994 Second Lien Bonds and 1994 Senior Lien Bonds that may be issued under or pursuant to this Ordinance is limited to $310,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Bonds (not to exceed 10% of the principal amount thereof). The 1994 Second Lien Bonds may be issued bearing interest at a fixed interest rate or rates or at a variable interest rate or rates as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset weekly by the Remarketing Agent and variable interest rates commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds of a series bear interest at rates that differ from the rates

borne by other bonds of the series and have different accrual and mandatory tender and purchase provisions, and may be secured as to principal, purchase price and interest by one or more Letters of Credit. Any 1994 Second Lien Bonds that initially bear interest at a variable rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related Supplemental Indenture.

(b) The 1994 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 as provided in the related Supplemental Indenture at a rate or rates not in excess of the lesser of 18% per annum or, so long as such 1994 Second Lien Bonds are secured by a Letter of Credit, the maximum interest rate with respect to such 1994 Second Lien Bonds used for purposes of calculating the stated amount of such Letter of Credit. Each series of 1994 Second Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the Master Indenture and the related Supplemental Indenture.

(c) The 1994 Second Lien Bonds shall be entitled "Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds" and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each 1994 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 1994 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 1994 Second Lien Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Master Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

(e) Subject to the limitations set forth in this Section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of 1994 Second Lien Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 103% of the principal amount of the 1994 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 1994 Second Lien Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof.

SECTION 2.2 Purposes. Pursuant to Section 203 of the Master Indenture, the 1994 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 1994 Second Lien Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of designing, constructing and equipping of Capital Projects listed in Exhibit A attached hereto and any Capital Project related thereto;

(b) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services related to Capital Projects;

(c) the deposit of moneys in a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts as may be provided for in the Master Indenture and the Supplemental Indenture relating to such series;

(d) the deposit of moneys into the Operation and Maintenance Reserve Fund under the General Airport Revenue Bond Ordinance; and

(e) the payment of the Costs of Issuance of the 1994 Second Lien Bonds.

The proceeds of each series of 1994 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 1994 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 1994 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 Reimbursement Agreement; Authorization of Bank Notes. The Mayor or the City Comptroller is hereby authorized, with respect to each applicable series of 1994 Second Lien Bonds, to execute and deliver a Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of 1994 Second Lien Bonds, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The Mayor or the City Comptroller is hereby further authorized to execute and deliver a Bank Note pursuant to each Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the related Reimbursement Agreement, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The interest rate payable on any Bank Note shall not exceed 18% per annum and the maturity thereof shall not be greater than the longest maturity of the related series of 1994 Second Lien Bonds. The maximum annual fee payable to any Bank under a Reimbursement Agreement shall not exceed 0.75% of the outstanding principal amount of the related series of 1994 Second Lien Bonds. The obligations of the City under each Reimbursement Agreement and under each Bank Note 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 consitituional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City secured by a pledge of the Second Lien Revenues and by the other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Second Lien Revenues.

SECTION 2.5 Approval of Supplemental Indentures. The form of Ninth 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 1994 Second Lien Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the Ninth 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 Ninth Supplemental Indenture presented to this meeting and may contain such changes or revisions consistent with the

purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller (including but not limited to changes and revisions necessary to implement variable interest rates or the alternate interest rate mechanisms authorized in Section 2.7 of this Part C), the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 2.6 Debt Service Reserve Account Surety Bonds. The City Comptroller is hereby authorized to arrange for the provision of one or more Debt Service Reserve Account Surety Bonds as security for all or a portion of the 1994 Second Lien Bonds if the City Comptroller determines that it would be in the best financial interest of the Airport.

SECTION 2.7 Interest Rate Swap and Cap Agreements. If determined by the City Comptroller to be in the best financial interest of the City, the City Comptroller is authorized to execute and deliver from time to time in the name and on behalf of the City one or more agreements with counterparties selected by the City Comptroller, the purpose of which is to limit, reduce or manage the City's interest rate exposure with respect to any 1994 Second Lien Bonds; provided, however, that (a) the stated aggregate notional amount under all such agreements (net of offsetting transactions) at any one time shall not exceed the aggregate principal amount of such 1994 Second Lien Bonds at the time outstanding, (b) any such agreement shall be in substantially the form of the Local Currency-Single Jurisdiction version of the 1992 Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association or comparable agreement, and in appropriate confirmations of transactions, with such insertions, completions and modifications thereof as shall be approved by the City Comptroller, his execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifcations, (c) any and all amounts payable by the City under each such agreement shall constitute (i) "General Airport Revenue Bond Debt Service" (as defined in the Airport Use Agreements), which may be included by the City in the relevant calculation of Airport Fees and Charges, or (ii) "Operation and Maintenance Expenses" (as defined in the Airport Use Agreements), which may be included by the City in the relevant calculation of Airport Fees and Charges, (d) under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and credit is pledged, but such amounts shall be payable solely from legally available funds of the Airport, and (e) any amounts payable by the City under, or with respect to, any such agreement shall be payable from amounts deposited in the Junior Lien Debt Service Fund on a junior and subordinate basis to the payment of principal of and interest on all outstanding Second Lien Obligations and Section 208 Obligations.

SECTION 2.8 Approval of Form of Remarketing Agreement. The Mayor or the City Comptroller is hereby authorized to execute and deliver a Remarketing Agreement relating to each series of 1994 Second Lien Bonds

in substantially the form previously used for similar financings of the City with appropriate revisions in text as the City Comptroller shall determine are necessary or desirable, 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.

SECTION 2.9 Appointment of Remarketing Agent. The Mayor or the City Comptroller is hereby delegated the authority to appoint a Remarketing Agent with respect to each series of 1994 Second Lien Bonds, in the manner provided in the Master Indenture and the related Supplemental Indenture.

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 1994 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 1994 Senior Lien Bonds, Section 1103(d) of the General Airport Revenue Bond Ordinance is hereby amended to read as follows:

"(d) Notwithstanding anything to the contrary contained in the provisions of Section 1102 or the foregoing provisions of Section 1103, each holder of one or more 1994 Senior Lien Bonds (as defined in the Eleventh Supplemental Ordinance adopted by the City Council of the City on _____, __, 1994) shall be deemed by virtue of such holder's acceptance thereof automatically and irrevocably to have consented to and approved any Supplemental Ordinance proposed by the City to effect amendments and modifications in substantially the following form, and such amendments and modifications may take effect without any further action on the part, or for the benefit, of any present or future holder of such 1994 Senior Lien Bonds:

Section 1107 Additional Permitted Amendments.

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

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

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

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

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

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

(2) Rate Covenant. The rate covenant contained in Section 704 of this Ordinance (or a rate covenant containing a coverage ratio of not

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

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

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

(b) For all purposes under the General Airport Revenue Bond Ordinance, immediately upon acceptance of the 1994 Senior Lien Bonds, the initial, and each subsequent, holder thereof shall be deemed by virtue of such holder's acceptance thereof automatically and irrevocably to have consented to and approved the amendments and modifications contained in Section 1.2 of this Part D and to have waived compliance with all other requirements of Section 1103 of the General Airport Revenue Bond Ordinance.

SECTION 1.3 Amendments Relating Solely to the 1994 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 1994 Second Lien Bonds, Section 803 of the Master Indenture shall be amended to read as follows:

"(d) Notwithstanding anything to the contrary contained in the provisions of Section 802 of the foregoing provisions of Section 803, each holder of one or more 1994 Second Lien Bonds (as defined in the Ninth 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 1994 Second Lien Bonds:

Section 807 Additional Permitted Amendments.

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

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

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

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

(b) No amendment or modification to this Indenture otherwise permitted under the terms of Subsection (a) above shall be effective until such time as the City shall have delivered to the Trustee a certificate to the effect that each of the following conditions as established under the terms of this Indenture as in effect on the date that the Ninth 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 404 of this Indenture (or a rate covenant containing a coverage ratio comparable to the coverage ratio set forth in Section 404, which ratio shall be calculated in a manner substantially similar to that described in Section 404, modified to reflect the operations of the Airport System taken as a whole), giving effect to the issuance of any Second Lien Obligations authorized to be issued under such proposed Supplemental Indenture and any other transactions contemplated thereby, will not be violated;

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

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

(b) For all purposes under the Master Indenture, immediately upon acceptance of the 1994 Second Lien Bonds the initial, and each subsequent, holder thereof shall be deemed by virtue of such holder's acceptance thereof automatically and irrevocably to have consented to and approved the amendments and modifications contained in Section 1.3 of this Part D and to have waived compliance with all other requirements of Section 803 of the Master Indenture.

SECTION 1.4 Sale Of 1994 Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell the 1994 Bonds to a group of underwriters selected by the City Comptroller pursuant to one or more Contracts of Purchase with respect to the 1994 Bonds between the City and such underwriters; provided that the aggregate purchase price of the 1994 Bonds shall not be less than 98% of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof.

(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 relating to the 1994 Bonds 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 1994 Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or City Comptroller shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the 1994 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 filing to the City Council.

(d) The City Comptroller is hereby authorized to cause to be prepared the form of Preliminary Official Statement describing the 1994 Bonds. Each 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 each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the 1994 Bonds are hereby authorized and approved. The Mayor or the City Comptroller is hereby authorized to permit the distribution of a Final Official Statement, in substantially the form of each 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 each such Final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the City Comptroller to be in the best financial interest of the City, the City Comptroller is authorized to procure one or more municipal bond insurance policies covering all or a portion of the 1994 Bonds.

SECTION 1.5 Execution and Delivery of 1994 Bonds. Pursuant to the General Airport Revenue Bond Ordinance or the Master Indenture, as applicable, the Mayor shall execute the 1994 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 1994 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 1994 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 1994 Bonds to or upon the order of the underwriters pursuant to the Contract of Purchase.

SECTION 1.6 Debt Service Reserve Fund Excess. If, as a result of the issuance of the 1994 Bonds, the amount held to the credit of the Debt Service Reserve Fund under the General Airport Revenue Bond Ordinance exceeds the Debt Service Reserve Fund Requirement thereunder, such excess may be applied as directed by the City Comptroller. Such application shall be consistent with the terms and provisions of the General Airport Revenue Bond Ordinance and may include a transfer to the Revenue Fund pursuant to Section 503(f) of the General Airport Revenue Bond Ordinance for the purpose of making a deposit into the Special Capital Projects Fund under the General Airport Revenue Bond Ordinance.

SECTION 1.7 Paying Agents. Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1994 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 1994 Senior Lien Bonds.

SECTION 1.8 Tax Directives. In furtherance of Section 713 of the General Airport Revenue Bond Ordinance and the Section 413 of the Master Indenture, the City shall, by delivery of a Certificate, direct the Trustee or the Master Trustee, as appropriate (a) to make specific transfers from any

Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or Account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance or Section 413 of the Master Indenture. The City further covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance and Section 413 of the Master Indenture. Nothing contained in this Ordinance shall limit the ability of the City to issue a portion of the 1994 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code for the purpose of paying the Costs of Issuance.

SECTION 1.9 Restriction on Sale or Transfer of Airport. The City covenants for the benefit of the holders and owners from time to time of all bonds issued and outstanding under the General Airport Revenue Bond Ordinance ("First Lien Bonds") and all bonds issued and outstanding under the Master Indenture ("Second Lien Bonds") that it shall not, directly or indirectly permit the sale, conveyance, mortgage, encumbrance or other disposition of all or substantially all of the Airport or transfer of control of all or substantially all of the Airport, whether of its aviation operations, financial operations or otherwise (any of the foregoing being referred to for purposes of this Section 1.9 as a "transfer") unless prior thereto all of the following conditions shall have been met:

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

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

(c) a certificate shall have been received from the Independent Airport Consultant, certifying that in each Bond Year and Fiscal Year, as the case may be, during the five-year period commencing after the Fiscal Year in which such transfer occurs, the Revenues together with any cash balance held in the Revenue Fund on the first day of such Bond Year or Fiscal Year not then required to be deposited in any Fund or Account or subaccount thereof, and investment earnings for such Bond Year or Fiscal Year on moneys held in the Debt Service Fund and the Debt Service Reserve Fund will be at least sufficient to pay (i) the aggregate amounts that will be required pursuant to Section 503 of the General Airport Revenue Bond Ordinance to be deposited during such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve

Fund, the Maintenance Reserve Fund, the Special Capital Project Fund and the Junior Lien Obligation Debt Service Fund and (ii) at least 125% of the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to the aggregate amounts held in any Capitalized Interest Account for disbursements during such Bond Year to pay interest on the Bonds;

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

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

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

For purposes of this Section 1.9 the performance of this covenant shall be deemed to be material to the holders and owners of the First Lien Bonds and Second Lien Bonds.

SECTION 1.10 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 1994 Bonds. The City Council hereby directs that no 1994 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 1994 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 1994 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the 1994 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 1994 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 Forward Supply Contracts. If determined to be in the best interest of the City, the City Comptroller is authorized to execute and deliver from time to time in the name and on behalf of the city one or more forward supply contracts with counterparties selected by the City Comptroller under which contracts such counterparties agree to sell to the City, and the City agrees to purchase from such counterparties, specific securities on specified dates at purchase prices established at the time of execution and delivery of the applicable contract. The sources of funds to purchase such securities shall be amounts on hand and available (i) in the Debt Service Fund under the General Airport Revenue Bond Ordinance, and (ii) in the Principal and Interest Accounts created and established pursuant to the Master Indenture. Under no circumstances shall any mounts payable

by the City under, or with respect to, any such contract constitute an indebtedness of the City for which its full faith and credit is pledged, but such amounts shall be payable solely from legally available funds of the Airport as aforesaid.

SECTION 1.14 Debt Service Reserve Fund Liquidity Agreements. If determined to be in the best financial interest of the City, the City Comptroller is authorized to execute and deliver from time to time in the name and on behalf of the City one or more debt service reserve fund liquidity agreements with counterparties selected by the City Comptroller under which agreements (a) a counterparty agrees to purchase securities held in the Debt Service Reserve Fund under the General Airport Revenue Bond Ordinance or investments held in one or more Debt Service Reserve Accounts created and established pursuant to the Master Indenture at a purchase price established at the time of execution and delivery of the applicable agreement, and (b) the City agrees to repurchase such securities from such counterparty at such time as funds are available for such purpose. Under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and credit is pledged, but such amounts shall be payable solely from legally available funds of the Airport.

SECTION 1.15 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 1.16 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 1.17 Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor of the City.

Exhibit "A" and Ninth Supplemental Indenture referred to in this ordinance reads as follows:

Exhibit "A".

Schedule Of Capital Projects.

Signage: Interior/Exterior

Heating and Refrigeration Systems Rehabilitation

Oil Separators 1, 2 and 3 Rehabilitation

North/South Pumping Station Repairs

Property Acquisition

Terrazzo Replacement

D.O.A. Office Relocation

Analytical Support Airport Layout Plan Update

Air Traffic Control Tower Exterior Cladding and Base Building

Airline Consulting Services: Airport Layout Plan Update Support

Chilled Water Phase 2

Airfield Asphalt Repairs

Water Meter Replacement

Elevated Parking Structure Improvements

In Pavement Edge Lights Installation

Relocation Of Fuel Lines/Scenic Hold Pad Project.

City Of Chicago

To

American National Bank And Trust Company Of Chicago,

As Trustee.

Ninth Supplemental Indenture

Securing

Chicago O'Hare International Airport

General Airport Second Lien Revenue Bonds,

1994 Series ___

Dated As Of _____ 1, 1994.

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Second Lien Obligations dated as of September 1, 1984, as amended, between the City of Chicago and American National Bank and Trust Company of Chicago, as Trustee.

This Ninth Supplemental Indenture, made and entered into as of _____ 1, 1994, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to American National Bank and Trust Company of Chicago (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at 33 North LaSalle Street, Chicago, Illinois, as Trustee.

Witnesseth:

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

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

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

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

Whereas, The City has heretofore issued $722,650,000 aggregate principal amount of Second Lien Obligations pursuant to the Indenture of which $_____ aggregate principal amount remains outstanding; and

Whereas, In order to provide a portion of the funds necessary to refund prior to maturity certain outstanding First Lien Bonds (as defined in the Indenture), the City has authorized the issuance and sale of $_____ aggregate principal amount of Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1994 Series __ (the "Bonds"); and

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

[Form Of Bond]

No. R-_____ $_____

United States Of America

State Of Illinois

City Of Chicago.

Chicago O'Hare International Airport
General Airport Second Lien Revenue Bond,
1994 Series ____.

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

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to _____ or registered assigns on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum of _____ Dollars ($_____) and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360 day year consisting of twelve 30 day months, payable on January 1, 1995 and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, that payment of the interest on any Interest Payment Date (as defined in the Indenture) shall be (i) made to the Registered Owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such Registered Owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Trustee as Bond Registrar as of the close of business on such Record Date, or (ii) made by wire transfer to such Registered Owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Registered Owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

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

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

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

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

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

Dated: _____

City of Chicago

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

[Form Of Trustee's Certificate Of Authentication]

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

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____
Authorized Signature

[Statement Of Insurance]

[To Come]

[Form Of Reverse Of 1994 Series __ Bond]

This Bond is one of an authorized Series of Bonds limited in aggregate principal amount to $_____ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations dated as of September 1, 1984, as amended, from the City to American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois (the "Trustee"), as supplemented by an Ninth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1994 Series __, dated as of _____1, 1994, from the City to the Trustee (collectively, the "Indenture"), for the purpose of paying costs

relating to certain Capital Projects (as defined in the Indenture) at Chicago O'Hare International Airport and paying costs and expenses incidental thereto and to the issuance of the Bonds.

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

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

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

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

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

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

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

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

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

Year	Principal Amount
	$
(maturity)	

If the City redeems Bonds maturing on January 1, ____ pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

The Bonds maturing on January 1, ____ and January 1, ____, are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, ____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Prices (expressed as a percentage)
January 1, ____ through December 31	102%

Period (both dates inclusive)	Redemption Prices (expressed as a percentage)
January 1, ____ through December 31	101%
January 1, ____ and thereafter	100%

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

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

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

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys

to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

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

[Form Of Assignment]

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

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

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

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

_____

_____

(Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed: _____

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

Now, Therefore, This Ninth Supplemental Indenture Witnesseth:

Granting Clauses.

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the rights of the Credit Provider (as hereinafter defined) to reimbursement of amounts paid by the Credit Provider as a result of a draw or payment under the 1994__ Reserve Account Surety Bond (as hereinafter defined) for the payment of principal of or interest on the Bonds and the payment of other 1994__ Credit Agreement Obligations (as hereinafter defined) and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

Granting Clause First.

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

Granting Clause Second.

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

Granting Clause Third.

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof;

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

In Trust Nevertheless, Upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds and the 1994__ Credit Agreement Obligations, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, That the obligations of the City to reimburse amounts paid by the Credit Provider as a result of a draw or payment under the 1994__ Reserve Account Surety Bond for the payment of principal of and interest on the Bonds and to pay other 1994__ Credit Agreement Obligations shall be subject and subordinate to the City's obligation to make timely payment of principal of, premium, if any, and interest on the Bonds as provided in Section 4.05(b) hereof;

Provided, Further, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds and the 1994__ Credit Agreement Obligations as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its

covenants and conditions pursuant to the terms of the Indenture, this Ninth Supplemental Indenture and the 1994__ Credit Agreement and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and the 1994__ Credit Agreement, then upon the final payment thereof this Ninth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Ninth Supplemental Indenture shall remain in full force and effect.

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

Article I.

Definitions.

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

"Authorized Denomination" means $5,000 or any integral multiple thereof.

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

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

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

"Bonds" mean the Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1994 Series __, authorized to be issued pursuant to Section 2.01 hereof.

"Business Day" means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close or on which the New York Stock Exchange is closed.

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

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

"Costs of Issuance Account" means the account of that name established in the 1994 Series __ Dedicated Sub-Fund as described in Section 4.02 hereof.

"Credit Provider" means _____.

["D.T.C." means The Depository Trust Company, and its successors and assigns.]

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

"Debt Service Reserve Account" means the account of that name established in the 1994 Series __ Dedicated Sub-Fund as described in Section 4.02 hereof.

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

"Insurer" means _____.

"Interest Payment Date" means January 1 and July 1 of each year, commencing January 1, 1995.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating

agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"1994__ Credit Agreement" means that certain Financial Guaranty Agreement, dated as of _____, 1994, between the City and the Credit Provider relating to the 1994__ Reserve Account Surety Bond.

"1994__ Credit Agreement Obligations" means any and all amounts due and owing to the Credit Provider under the 1994__ Credit Agreement, including, but not limited to, the repayment of amounts paid or drawn under the 1994__ Reserve Account Surety Bond together with interest thereon.

"1994__ Reserve Account Surety Bond" means the Debt Service Reserve Account Bond issued by the Credit Provider with respect to the Bonds.

"1994 Series ____ Dedicated Sub-Fund" means the fund of that name established and described in Section 4.02 hereof.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on _____, 1994, Part C and, to the extent applicable, Parts A and D of which authorize the issuance and sale of the Bonds and the execution of this Ninth Supplemental Indenture.

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

"Policy" means the Financial Guaranty Insurance Policy issued by the Insurer with respect to the Bonds.

"Principal and Interest Account" means the account of that name established in the 1994 Series __ Dedicated Sub-Fund as described in Section 4.02 hereof.

"Program Fee Account" means the account of that name established in the 1994 Series __ Dedicated Sub-Fund as described in Section 4.02 hereof.

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

funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Ninth Supplemental Indenture. The 1994__ Reserve Account Surety Bond shall constitute a Qualified Reserve Account Credit Instrument.

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

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

"Reserve Requirement" means an amount equal to the lesser of (a) $_____, or (b) the maximum amount of Annual Second Lien Debt Service payable on the Bonds for the current or any future Bond Year.

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

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

"S. & P." means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"State" means the State of Illinois.

"Surety Bond Account" means the account of that name established in the 1994 Series ____ Dedicated Sub-Fund as described in Section 4.02 hereof.

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

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

Article II.

The Bonds.

Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Ninth Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to pay the costs of Capital Projects at the Airport and to pay Costs of Issuance of the Bonds. Except as provided in Section 2.08 hereof, the total principal amount of Bonds that may be issued hereunder is expressly limited to $_____.

Section 2.02 Issuance Of Bonds; Denominations; Numbers.

The Bonds shall be designated "City of Chicago, Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1994 Series ____".

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of _____ 1, 1994.

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

Year	Principal Amount	Interest Rate
	$	%

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing January 1, 1995. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360 day year consisting of twelve 30 day months.

Section 2.03 Payment On The Bonds.

Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10 hereof, the principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10 hereof, the interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at his or her address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to a Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on such Record Date.

Section 2.04 Execution; Limited Obligation.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to an ordinance duly adopted by the City Council of the City, which ordinance authorizes the execution and delivery of this Ninth Supplemental Indenture. The Bonds are not general obligations of the City but limited obligations payable solely from the Second Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or

to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 1994 Series __ Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Ninth Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.05 Authentication.

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

Section 2.06 Form Of Bonds; Temporary Bonds.

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

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an

equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07 Delivery Of Bonds.

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

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

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

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

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

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

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

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

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

(8) A Certificate of the City Comptroller stating that in the last Fiscal Year next preceding the issuance of the Bonds with respect to which the City has completed the annual audit report required under Section 409 of the Indenture, Net Revenues for Calculation of Coverage satisfied the covenant contained in Section 404(b) of the Indenture with respect to such Fiscal Year; and

(9) A Certificate of the Independent Airport Consultant setting forth estimates of Revenues and Operation and Maintenance Expenses and other amounts required to be deposited into the funds and accounts created under the General Airport Revenue Bond Ordinance and the Indenture for each of the three (3) Fiscal Years following the issuance of the Bonds, and demonstrating that the Net Revenues for Calculation of Coverage in each such Fiscal Year shall be not less than that required under Section 404(b) of the Indenture.

Section 2.08 Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

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

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

of the transferee or transferees a new fully registered Bond for a like aggregate principal amount.

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

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

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than ten days preceding such Record Date, which Record Date shall be not more than thirty (30) days prior to the subsequent Interest Payment Date.

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

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

Section 2.10 Book-Entry Provisions.

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

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

(b) Replacement of the Securities Depository. If (i) the City determines or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City may (or in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City

for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the 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 premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

Article III.

Redemption Of Bonds Before Maturity.

Section 3.01 Redemption Dates And Prices.

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

(a) Optional Redemption. The Bonds maturing on January 1, ____ and January 1, ____, are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, ____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of such Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
January 1, ____ through December 31, ____	102%

Period (both dates inclusive)	Redemption Price (expressed as a percentage)
January 1, ____ through December 31, ____	101%
January 1, ____ and thereafter	100%

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

Year	Principal Amount
	$
(maturity)	

If the City redeems Bonds maturing on January 1, ____ pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

Section 3.02 Notice Of Redemption.

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

(b) In addition to the requirements of subsection (a), notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the C.U.S.I.P. numbers of the Bonds being redeemed, (iii) the principal amount of Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the Redemption Price, (vi) the Date of Issuance, (vii) the interest rate and maturity date of the Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services, and (ix) the name of the employee of the Trustee who may be contacted with regard to such notice.

(c) Redemption notices shall be sent by first class mail, postage prepaid, and, in addition, to Registered Owners of $1 Million or more of the Bonds, by registered mail.

(d) Redemption notices shall also be forwarded by registered mail, "Fax" or overnight delivery service with the intention that they be received at least two (2) days prior to the date of mailing of notices to Registered Owners, to the following depository institutions:

(i) Midwest Securities Trust Company
Capital Structures -- Call Notification
One Financial Place
440 South LaSalle Street
Chicago, Illinois 60605
Fax: (312) 663-2343

(ii) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Muni. Reorganization Manager
Fax: (516) 227-4039 or 4190

(iii) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
Dex: (215) 496-5058

If any such trust company ceases operations, notices shall be sent to its successor (if any).

(e) Redemption notices shall also be sent by registered mail, at least thirty (30) days but not more than sixty (60) days prior to the redemption

date, to two (2) national information services that disseminate redemption information as determined by the Trustee so long as such services exist.

(f) A second redemption notice shall be sent by registered mail, not more than sixty (60) days after the redemption date to any Registered Owner of a Bond called for redemption who has not presented Bonds within thirty (30) days following the redemption date.

(g) In the event of an advance refunding of the Bonds, a notice of such event shall be given as required above for redemptions at least thirty (30) days but not more than sixty (60) days prior to the actual redemption date.

Notwithstanding the foregoing, failure to comply with the provisions of paragraphs (b) through (g), inclusive, of this Section 3.02 shall not affect the validity of proceedings for the redemption of Bonds.

Section 3.03 Deposit Of Funds.

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

Section 3.04 Partial Redemption Of Bonds; Selection Of Bonds For Redemption.

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

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

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

Article IV.

Revenues And Funds.

Section 4.01 Source Of Payment Of Bonds.

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

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

(a) Creation of 1994 Series ___ Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Second Lien Revenue Fund, such sub-fund to be designated the "Chicago O'Hare International Airport 1994 Series ___ Second Lien Bond Dedicated Sub-Fund" (hereinafter called the "1994 Series ___ Dedicated Sub-Fund"). Moneys on deposit in the 1994 Series ___ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds and the Credit Provider, and shall not be used or available for the payment of any other Second Lien Obligations.

(b) Creation of Accounts and Sub-Account. There are hereby created by the City and ordered established with the Trustee separate Accounts within the 1994 Series ___ Dedicated Sub-Fund, designated as follows:

(1) Project Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Second Lien Project Account" (hereinafter called the "Project Account");

(2) 1994 Series ___ Capitalized Interest Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Capitalized Interest Account" (hereinafter called the "1994 Series ___ Capitalized Interest Account");

(3) Costs of Issuance Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Second Lien Costs of Issuance Account" (hereinafter called the "Costs of Issuance Account");

(4) Program Fee Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Program Fee Account" (hereinafter called the "Program Fee Account");

(5) Debt Service Reserve Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Debt Service Reserve Account" (hereinafter called the "Debt Service Reserve Account");

(6) Principal and Interest Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Principal and Interest Account" (hereinafter called the "Principal and Interest Account"); and

(7) Surety Bond Account: an Account to be designated the "Chicago O'Hare International Airport 1994 Series ___ Surety Bond Account" (hereinafter called the "Surety Bond Account").

Section 4.03 Application Of Bond Proceeds.

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

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

(b) Payment to _____: the amount of $_____ shall be applied to pay a portion of the premiums due the Insurer and the Credit Provider;

(c) Capitalized Interest Account: the Trustee shall deposit into the 1994 Series __ Capitalized Interest Account the amount of $_____;

(d) Program Fee Account: the Trustee shall deposit into the Program Fee Account the sum of $_____;

(e) [Debt Service Reserve Account -- if no Surety Bond];

(f) Project Account: the Trustee shall deposit into the Project Account the sum of $_____; and

(g) Costs of Issuance: the balance of the proceeds of the Bonds in the amount of $_____ shall be deposited in the Costs of Issuance Account and applied by the City to the payment of Costs of Issuance of the Bonds.

Section 4.04 Deposits Into 1994 Series ___ Dedicated Sub-Fund And Accounts Therein.

On January 1 and July 1 of each year, commencing January 1, 1995 (each such date referred to herein as the "Deposit Date") there shall be deposited into the 1994 Series ___ Dedicated Sub-Fund from amounts on deposit in

the Second Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "1994 Series ____ Deposit Requirement"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date (reduced in the case of each January 1 Deposit Date by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account);

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

(c) for deposit into the Surety Bond Account, the amount of any 1994__ Credit Agreement Obligations due on such Deposit Date to the Credit Provider under the 1994__ Credit Agreement; and

(d) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all Trustee, accounting and other direct fees and expenses payable by the City to third parties with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 1994 Series ____ Deposit Requirement, there shall be deposited into the 1994 Series ____ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Ninth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 1994 Series ____ Dedicated Sub-Fund and to one or more accounts therein.

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

(a) Moneys in the Principal and Interest Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, ratably, without preference or priority of any kind.

(b) Moneys in the Debt Service Reserve Account (except for any amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 5.02 hereof) shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, without

preference or priority of any kind, but only if and to the extent moneys are not available for such purpose in the Principal and Interest Account.

(c) Moneys in the Surety Bond Account shall be used solely for the payment of any amounts due to the Credit Provider under the 1994__ Credit Agreement, provided that such payments are hereby made expressly subject and subordinate to the payment of principal of, premium, if any, and interest on the Bonds as the same become due and payable.

Section 4.06 Use Of Moneys In The Costs Of Issuance Account And The Program Fee Account.

Moneys deposited into the Costs of Issuance Account pursuant to Section 4.03(h) shall be used solely for the payment of Costs of Issuance of the Bonds as directed in a certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account. Moneys deposited into the Program Fee Account pursuant to Section 4.04(d) hereof shall be used solely for the payment of Trustee, accounting and other direct fees and expenses payable by the City to third parties with respect to the Bonds as set forth in a certificate filed with the Trustee.

Section 4.07 Tax Covenants.

The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from Federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds".

Section 4.08 Non-Presentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on

his or her part under the Indenture or this Ninth Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two (2) years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.09 Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Ninth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 4.10 Debt Service Reserve Account.

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

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

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

Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

(d) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Ninth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro rata basis to the extent of available funds. Amounts deposited in the 1994 Series _____ Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to pay any 1994 _____ Credit Agreement Obligations due to the Credit Provider under the 1994 _____ Credit Agreement and next to make deposits into the Debt Service Reserve Account.

Section 4.11 No Optional Redemption Of Bonds Under Certain Circumstances.

Reference is made to the 1994 ____ Credit Agreement which provides that the City shall not effect the optional redemption of Bonds unless all 1994 ____ Credit Agreement Obligations have been paid in full.

Article V.

Investment Of Moneys.

Section 5.01 Investment Of Moneys.

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

Section 5.02 Investment Income.

The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made; provided, however, that any interest

earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.

Article VI.

Discharge Of Lien.

Section 6.01 Defeasance.

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

Article VII.

Concerning The Trustee.

Section 7.01 Acceptance Of Trusts.

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

Section 7.02 Dealing In Bonds.

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

Article VIII.

Supplemental Indentures.

Section 8.01 Supplements Or Amendments To Ninth Supplemental Indenture.

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

Section 8.02 Consent Of Insurer And Credit Provider Required.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless the Insurer and the Credit Provider shall have consented to the execution and delivery of such supplemental indenture, provided that no such consent shall be required if the Insurer or the Credit Provider, as the case may be, shall have failed to perform its respective obligations under the Policy or the 1994__ Reserve Account Surety Bond.

Article IX.

Miscellaneous.

Section 9.01 Ninth Supplemental Indenture As Part Of Indenture.

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

Section 9.02 Severability.

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

Section 9.03 Payments Due On Saturdays, Sundays And Holidays.

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

Section 9.04 Counterparts.

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

Section 9.05 Rules Of Interpretation.

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

Section 9.06 Captions.

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

Section 9.07 Additional Notices.

Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Ninth Supplemental Indenture at the addresses set forth in Section 1104 of the Indenture shall be given to the Insurer and the Credit Provider at the

same time and in the same manner, addressed as follows: _____, Attention: _____.

Section 9.08 Payments Under The Policy.

(a) In the event that, on the second Business Day, and again on the Business Day prior to the payment date on the Bonds, the Trustee has received notice from the First Lien Trustee that it will not receive sufficient moneys to pay all principal of and interest on the Bonds due on the second following or following, as the case may be, Business Day, or if on the payment date on the Bonds, the Trustee has not received such moneys, the Trustee shall immediately notify the Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

(c) In addition, if the Trustee has notice that any Bondholder has been required to disgorge payments of principal or interest on the Bonds to a Trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes a voidable preference to such Bondholder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(d) The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Bondholders as follows:

(1) If and to the extent there is a deficiency in amounts required to pay interest on the Bonds, the Trustee shall (a) execute and deliver to _____, or its successors under the Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing the Insurer as agent for such Bondholders in any legal proceeding related to the payment of such interest and on assignment to the Insurer of the claims for interest to which such deficiency relates and which are paid by the Insurer, (b) receive as designee of the respective Bondholders (and not as Trustee) in accordance with the tenor of the Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (c) disburse the same to such respective Bondholders; and

(2) If and to the extent of a deficiency in amounts required to pay principal of the Bonds, the Trustee shall (a) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an instrument appointing the Insurer as agent for such Bondholder in any legal proceeding relating to the payment of such principal and an assignment to the Insurer of any of the Bonds surrendered to the

Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (b) receive as designee of the respective Bondholders (and not as Trustee) in accordance with the tenor of the Policy, payment therefor from the Insurance Paying Agent, and (c) disburse the same to such Bondholders.

(e) Payments with respect to claims for interest on and principal of Bonds disbursed by the Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the City with respect to such Bonds, and the Insurer shall become the owner of such unpaid Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the City and the Trustee hereby agree for the benefit of the Insurer that:

(1) They recognize that to the extent the Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the Bonds, the Insurer will be subrogated to the rights of such Bondholders to receive the amount of such principal and interest from the City, with interest thereon as provided and solely from the sources stated in this Ninth Supplemental Indenture and the Bonds; and

(2) They will accordingly pay to the Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Ninth Supplemental Indenture and the Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Bonds to Bondholders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

(g) In connection with the issuance of additional Second Lien Obligations, the City shall deliver to the Insurer a copy of the disclosure document, if any, circulated with respect to such additional Second Lien Obligations.

(h) Copies of any amendments made to the documents executed in connection with the issuance of the Bonds which are consented to by the Insurer shall be sent to S. & P..

(i) The Insurer shall receive notice of the resignation or removal of the Trustee and the appointment of a successor thereto.

(j) The Insurer shall receive copies of all notices required to be delivered to Bondholders and, on an annual basis, copies of the City's audited financial statements with respect to the Airport.

(k) Any notice that is required to be given to a Registered Owner of the Bonds or to the Trustee pursuant to the Indenture shall also be provided to the Insurer. All notices required to be given to the Insurer under this Ninth Supplemental Indenture shall be in writing and shall be sent by registered or certified mail addressed to _____, Attention: _____.

Section 9.09 Concerning The Reserve Account Surety Bond.

The Trustee shall deliver to the Credit Provider a Demand for Payment (as defined in the 1994__ Credit Agreement) at least three days prior to the date on which funds are required to be withdrawn from the Debt Service Reserve Account. The Trustee shall maintain records, subject to verification by the Credit Provider, as to the amount available to be drawn under the 1994__ Reserve Account Surety Bond and as to the amounts paid and owing to the 1994__ Credit Provider under the terms of the 1994__ Credit Agreement.

Section 9.10 Certain References Relating To Qualified Reserve Account Credit Instrument.

In the event the City replaces the 1994__ Reserve Account Surety Bond with one or more substitute Qualified Reserve Account Credit Instruments (i) the term "Credit Provider" as used herein shall mean and include the issuer of any such substitute Qualified Reserve Account Credit Instrument, (ii) "1994__ Credit Agreement" as used herein shall mean and include any credit agreement entered into between the City and the issuer of any such substitute Qualified Reserve Account Credit Instrument, (iii) "1994__ Credit Agreement Obligations" as used herein shall mean and include any and all amounts due and owing under any such credit agreement, and (iv) "1994__ Reserve Account Surety Bond" as used herein shall mean and include any such Qualified Reserve Account Credit Instrument.

Section 9.11 1994__ Credit Agreement Obligations Are Limited Obligations.

The 1994__ Credit Agreement Obligations are not general obligations of the City, but are limited obligations payable from Second Lien Revenues as herein provided and shall be a valid claim of the Credit Provider only against amounts deposited into the Surety Bond Account.

Section 9.12 Rights Of Insurer And Credit Provider.

Anything contained in this Ninth Supplemental Indenture or in the Bonds to the contrary notwithstanding, the existence of all rights given to the Insurer or the Credit Provider hereunder or thereunder with respect to the giving of consents or approvals and the direction of proceedings or otherwise are expressly conditioned on the timely and full performance of the respective obligations of the Insurer under the Policy or the obligations of the Credit Provider under the Reserve Account Surety Bond.

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

City of Chicago

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

American National Bank and Trust Company of Chicago, as Trustee

By: _____
Authorized Signatory

[Seal]

Attest:

_____
Authorized Signatory

APPROVAL AND ADOPTION OF TAX INCREMENT REDEVELOPMENT PROJECT AND PLAN FOR NEAR SOUTH REDEVELOPMENT PROJECT AREA.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52882 through 52940, recommending that the City Council pass the said proposed ordinance which approves the adoption of the Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area.

Alderman Haithcock presented the following amendment:

The Ordinance Adopting And Approving The Near South Redevelopment Area Project And Plan is hereby amended by adding the language in italics, as follows:

SECTION 1. Findings. The City Council of the City hereby makes the following findings:

(a) The Expanded Area Redevelopment Project and Plan, a copy of which is attached to this Ordinance as Exhibit A and is incorporated in this Ordinance as if set out in full by reference, constitutes the redevelopment plan or project for the proposed Expanded Redevelopment Project Area required by the Act. The Expanded Redevelopment Project Area is described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by reference. The street location (as near as practicable) for the Expanded Redevelopment Project Area is described in Exhibit C attached to this Ordinance and incorporated in this Ordinance as if set out in full by reference. The map of the Expanded Redevelopment Project Area is depicted on Exhibit D to this ordinance and incorporated in this Ordinance as if set out in full by reference. *The commitment of the City of Chicago to provide affordable housing units which may be lost due to redevelopment in the Expanded Redevelopment Project Area is described*

in Exhibit E to this Ordinance and incorporated in this Ordinance as if set out in full by reference.

Exhibit "E" referred to in this amendment reads as follows:

Exhibit "E".

The City of Chicago will adopt and implement a plan to provide for the replacement of those occupied affordable housing units, specifically including single-room occupancy units, that may be lost due to redevelopment in the Expanded Redevelopment Project Area such that, at the estimated date for final completion of the redevelopment project as defined in Section 1 of this Ordinance, a one for one replacement or a minimum of 300 affordable housing units shall be provided as affordable housing for "low- and moderate-income" individuals as that term is defined by the United States Department of Housing and Urban Development. In addition, it is the policy and goal of the City of Chicago to facilitate the construction and rehabilitation of affordable housing units in the Expanded Redevelopment Project Area.

On motion of Alderman Haithcock, the foregoing amendment was *Adopted* by a viva voce vote.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 40.

Nays -- Alderman Shiller -- 1.

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") desires to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), for a proposed amended redevelopment project as described in the document entitled "Near South Tax Increment Financing Redevelopment Project and Plan (formerly

referred to as Amended Central Station Area Tax Increment Financing Redevelopment Project and Plan)", dated May 24, 1994 (the "Expanded Area Redevelopment Project and Plan") within the municipal boundaries of the City and within a proposed amended redevelopment project area as described in the Expanded Area Redevelopment Project and Plan (the "Expanded Redevelopment Project Area"), which Expanded Redevelopment Project Area constitutes, in the aggregate, approximately 375 acres; and

WHEREAS, Under the Act: (A) the initial Central Station Area Tax Increment Redevelopment Project and Plan (the "Original Area Redevelopment Project and Plan") was prepared for the initially designated redevelopment project area (the "Original Redevelopment Project Area") pursuant to an Ordinance adopted by the City Council of the City on November 28, 1990; (B) the Original Redevelopment Project Area was duly designated as a redevelopment project area under the Act pursuant to an Ordinance adopted by the City Council of the City on November 28, 1990; (C) tax increment financing for the redevelopment of the Original Redevelopment Project Area and the payment of certain project costs respecting the Original Redevelopment Project Area as set forth and described in the Original Area Redevelopment Project and Plan was adopted pursuant to an Ordinance adopted by the City Council of the City on November 28, 1990; and (D) the City was authorized to and did issue tax increment allocation bonds as part of the tax increment financing in the aggregate principal amount of $4,400,000 as contemplated and provided by the Original Area Redevelopment Plan pursuant to an Ordinance adopted by the City Council of the City on July 24, 1991; and

WHEREAS, The City desires to expand the boundaries of the Original Redevelopment Project Area and designate such expanded project area as a redevelopment project area under the Act; and

WHEREAS, The City desires to amend the Original Area Redevelopment Project and Plan to provide for the redevelopment of the area added to the Original Redevelopment Project Area and tax increment financing of certain additional redevelopment project costs as more fully described in the Expanded Area Redevelopment Project and Plan as hereinafter approved; and

WHEREAS, The City Council of the City has caused to be prepared and has reviewed an eligibility study entitled "Near South Tax Increment Redevelopment Project Eligibility Report (formerly referred to as Amended Central Station Area Tax Increment Development Project)" (the "Amended Eligibility Report") of the proposed Expanded Redevelopment Project Area, which Amended Eligibility Report confirms the existence of various blighting factors as identified in the Act within both the Original Redevelopment Project Area and within the area proposed to be added to the Original Redevelopment Project Area and supports a finding of eligibility of the Original Redevelopment Project Area, the area proposed to be added to

the Original Redevelopment Project Area and the Expanded Redevelopment Project Area for designation as a "Blighted Area" under the Act; and

WHEREAS, Pursuant to Section 11-74.4-5(b) of the Act, a joint review board was convened on April 18, 1994, to consider the proposal to designate the proposed Expanded Redevelopment Project Area under the Act; and

WHEREAS, Pursuant to Section 11-74.4-5(a) of the Act, the City Council of the City caused a public hearing to be held by the Community Development Commission, relative to the approval of the Expanded Area Redevelopment Project and Plan and the designation of the Expanded Redevelopment Project Area, on May 24, 1994, in the chambers of the City Council of the City, Second Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois; and

WHEREAS, Due notice with respect to such hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the Act; and

WHEREAS, The Expanded Area Redevelopment Project and Plan sets forth the factors constituting the blight in the proposed Expanded Redevelopment Project Area, and the City Council of the City has reviewed the information concerning blight presented at the public hearing and has reviewed the Amended Eligibility Report and other information and is generally informed of the conditions of blight in the proposed Expanded Redevelopment Project Area as said term "blight" is used in the Act; and

WHEREAS, The City Council of the City has reviewed the conditions pertaining to the lack of private investment in the proposed Expanded Redevelopment Project Area to determine whether private development would take place in the proposed Expanded Redevelopment Project Area as a whole without the approval of the proposed Expanded Area Redevelopment Project and Plan; and

WHEREAS, The City Council of the City has reviewed the conditions pertaining to the real property in the proposed Expanded Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Expanded Redevelopment Project Area would be substantially benefitted by the improvements proposed by the Expanded Area Redevelopment Project and Plan; and

WHEREAS, The City Council of the City has reviewed the proposed Expanded Area Redevelopment Project and Plan and the comprehensive plan for development of the City as a whole to determine whether the proposed Expanded Redevelopment Project and Plan conform to the comprehensive plan of the City and whether it includes uses that have been approved by the Plan Commission of the City; now, therefore,

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

SECTION 1. Findings. The City Council of the City hereby makes the following findings:

(a) The Expanded Area Redevelopment Project and Plan, a copy of which is attached to this Ordinance as Exhibit A and is hereby incorporated in this Ordinance as if set out in full by reference, constitutes the redevelopment plan or project for the proposed Expanded Redevelopment Project Area required by the Act. The Expanded Redevelopment Project Area is described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by reference. The street location (as near as practicable) for the Expanded Redevelopment Project Area is described in Exhibit C attached to this Ordinance and incorporated in this Ordinance as if set out in full by reference. The map of the Expanded Redevelopment Project Area is depicted on Exhibit D to this Ordinance and incorporated in this Ordinance as if set out in full by reference. The commitment of the City of Chicago to provide affordable housing units which may be lost due to redevelopment in the Expanded Redevelopment Project Area is described in Exhibit E to this Ordinance and incorporated in this Ordinance as if set out in full by reference.

(b) There exist conditions that cause the proposed Expanded Redevelopment Project Area (both with respect to the total Expanded Redevelopment Project Area and the area to be added to the Original Redevelopment Project Area) to be classified as a "blighted area" as defined in Section 11-74.4-3(a) of the Act. These conditions are specified in the Amended Eligibility Report and the Expanded Area Redevelopment Project and Plan.

(c) The proposed Expanded Redevelopment Project Area as a whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Original Area Redevelopment Project and Plan and the proposed Expanded Area Redevelopment Project and Plan.

(d) The Expanded Area Redevelopment Project and Plan conforms to the comprehensive plan for the development of the City as a whole and includes land uses which have been approved by the Plan Commission of the City.

(e) The parcels of real property in the proposed Expanded Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements therein which will be substantially benefitted by the proposed Expanded Area Redevelopment Project and Plan improvements are included in the proposed Expanded Redevelopment Project Area.

(f) The estimated date for final completion of the redevelopment project (as defined in the Act) is not later than November 28, 2013.

(g) The estimated date for retirement of obligations issued after the date of the adoption of this ordinance approving the Expanded Area Redevelopment Project and Plan to finance Expanded Redevelopment Project Area costs is not later than November 28, 2013.

SECTION 2. Approval of Plan and Project. The Expanded Area Redevelopment Project and Plan is hereby adopted and approved.

SECTION 3. Original Redevelopment Project Area Ordinances. This ordinance is intended to supplement and amend but not supersede or repeal all or any portions of the above-noted ordinances of the City Council of the City adopting and approving the Original Area Redevelopment Project Area, the Original Area Redevelopment Project and Plan and adopting and authorizing tax increment financing with respect to the Original Area Redevelopment Project and Plan.

SECTION 4. Invalidity of any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

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

Passed on _____ ____, 1994.

_____
Mayor, City of Chicago

Recorded in the City Records
on _____, 1994.

Attest:

City Clerk, City of Chicago

[Exhibit "D" referred to in this ordinance printed on page 54931 of this Journal.]

Exhibits "A", "B", "C" and "E" referred to in this ordinance read as follows:

Exhibit "A".

Near South Tax Increment Financing Redevelopment Project And Plan.

(Formerly Referred To As Amended Central Station Area Tax Increment Financing Redevelopment Project And Plan)

City Of Chicago
Richard M. Daley, Mayor

1.

Introduction.

Chicago's future and its continuing role as a world class city depends on its ability to build upon its strong assets while overcoming the threats and/or concerns relating to its future stability. Among Chicago's assets are: its beautiful lakefront setting; its magnificent system of parks, including Grant and Burnham Parks; its viable business center; its many institutions, museums, universities and art galleries; the North Michigan Avenue shopping facilities; McCormick Place and Navy Pier; and its extensive neighborhood and community based cultural and economic organizations.

There are real problems which threaten Chicago. These problems include, but are not limited to, a pattern of out-migration by both major and minor corporations to the suburbs and to other states; a loss of convention business to other cities and other countries; the perception of a high incidence of crime; imbalances in public transportation services within the greater central area which continues to expand outward from the historic "Loop" business district; aging infrastructure; and the need to revitalize deteriorating, underutilized and undeveloped areas of the City.

The City of Chicago, working with the State of Illinois, has initiated bold steps in an effort to overcome some of the aforementioned problems, including programs to improve Chicago's educational system so students will be able to find meaningful employment after graduation. Within the greater central area additional steps have been taken, including the creation of the Metropolitan Pier and Exposition Authority, with Navy Pier improvements and an active effort directed toward expansion of the McCormick Place complex. Additional funding is being pursued by the City for planning and design of the Central Area Transit Circulator system (light rail transit system) to improve internal distribution and travel movements. A major redesign of the State Street Mall is planned, which, in conjunction with the new Harold Washington Library and other private developments along State Street will help revitalize this area.

Although the downtown and north and west sides of the central area have experienced dynamic new growth in office, hotel, entertainment and residential development, the near south area generally south of Roosevelt Road and east of Michigan Avenue continues to decline. The near south section of the greater central area is in significant need of revitalization and redevelopment. Recent studies have verified that the majority of the properties from 12th Street to 16th Street, and from Michigan Avenue to Indiana Avenue are characterized by deterioration and obsolescence and the area east of Indiana Avenue contains abandoned railroad yards which remain undeveloped.

The City of Chicago has long been aware of the redevelopment potential of the entire area. In 1919, the City Council adopted an ordinance which mandated the implementation of Daniel Burnham's 1909 plan for the area. More recent planning efforts which singled out the near south area include the 1972 Lakefront Plan and the 1973 Chicago 21 Plan. The plans put forth recommendations for the near south similar to those proposed in this redevelopment plan such as the extension of Roosevelt Road and various public transit improvements. In 1986, the Department of Planning prepared a special Near South Development Plan. The plan recognized the unique assets of the area and its potential to link the lakeshore and museum campus with a revitalized near south neighborhood. The plan recommended roadway extensions at Roosevelt Road, 16th Street and McFetridge Drive.

In general, the plan called for business development which would create jobs in the area, residential development to stabilize the area and cultural and recreational improvements as well.

However, despite the existence of such ordinances and plans, the Central Station Area Redevelopment Project Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the South Loop area except in those areas in which the City has made a substantial investment of public funds.

The City now has a very real opportunity to serve as a catalyst for the development of the Redevelopment Project Area, and has already begun taking steps in that direction. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") for an aggressive and comprehensive development of mostly vacant land located generally within the eastern portion of the Redevelopment Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") for parts of the land covered by the Guidelines. With the City's assistance and guidance, development of this portion of the Redevelopment Project Area will open the lakeshore to previously isolated neighborhoods, and will spearhead increased housing and business opportunities not only in the Redevelopment Project Area, but also within the Near South Loop area as a whole. The City must take an additional step to accomplish its development goals for the Redevelopment Project Area -- the City must adopt Tax Increment Financing to attract the private investment that is needed within the Redevelopment Project Area.

Tax Increment Financing.

In January, 1977, Tax Increment Financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities, after the approval of a "redevelopment plan and project", to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the Equalized Assessed Valuation ("E.A.V.") of real property within the T.I.F. Redevelopment Area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the

current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

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

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

The Central Station Area Tax Increment Redevelopment Plan And Project.

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

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

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

The Redevelopment Project represents one of the most important economic opportunities available for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real

alternative for companies that might otherwise move to the suburbs or out of state. At the same time, the long-standing objective to complete a southern edge to Grant Park can be accomplished. The museum campus area can be connected to the central business district and other areas of the City through suitable improvements to traffic patterns and the transportation system that serves these facilities and areas.

For the first time, direct linkage between the lakefront and the area south of Roosevelt Road can be planned and provided. The extraordinarily important McCormick Place facility can be expanded and integrated into the downtown area. The Redevelopment Project Area provides the vital connection for the museum campus and McCormick Place with the rest of the City.

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

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

2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.

3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

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

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public/private redevelopment effort. Implementation of this Redevelopment Plan will

benefit the City, its neighborhoods and all the taxing districts which encompass the near south side in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

Amendment -- April, 1994.

Section 1. Introduction, is amended to include the following additional statements:

During the process of implementing the Central Station Area Redevelopment Project and Plan (the "Original Redevelopment Project and Plan"), it has become evident that changes in the boundaries of the Redevelopment Project Area (the "Original Redevelopment Project Area"), and in the development program are necessary in order to facilitate achievement of the purpose and objectives of the Original Redevelopment Project and Plan as adopted on November 28, 1990. The area to be added to the Original Redevelopment Project Area is referred to as the "Amended Area" and is generally bounded by Congress Parkway on the north; Michigan Avenue, Indiana Avenue and Calumet Avenue on the east; the Michigan-Cermak Redevelopment Tax Increment Financing Project on the south; and State Street on the west. The "Original Redevelopment Project Area" together with the "Amended Area" is renamed and hereinafter referred to as the "Near South Redevelopment Project Area". The Near South Redevelopment Project Area is geographically illustrated in Figure 1, Boundary Map.

The Amended Area consists of approximately 248.4 acres, encompassing thirty-eight full and partial city blocks, and various street and alley rights-of-way. This area contains vacant land, vacant and deteriorating buildings, numerous older and obsolete commercial and industrial buildings, underutilized sites and streets, sidewalks and alleys in a deteriorating condition.

This Amended Area is found to be eligible for designation as a "Blighted Area" pursuant to the definition contained within the Tax Increment Allocation Redevelopment Act of the State of Illinois, as supplemented and amended from time to time (the "Act"), to overcome conditions of blight and obsolescence and to improve the economic and physical well-being of the City.

The Amended Area initially developed without the benefit or guidance of overall community planning. The inclusion of the Amended Area is necessary to stimulate redevelopment of certain properties as well as make certain public infrastructure improvements to create and sustain a positive environment for private investment, thereby preventing the decline of properties within this area which may impair the growth of the

tax base of taxing districts having taxing jurisdiction over the Amended Area.

The addition of the Amended Area to the Redevelopment Project Area will permit improved coordination of redevelopment/revitalization projects and related public infrastructure improvements for all projects within the Redevelopment Project Area. The Amended Area is physically and functionally related to other properties within the Redevelopment Project Area and will be substantially benefitted by the redevelopment project actions and improvements. The Amended Area functions as part of the greater Central Station Area which is included in the Original Redevelopment Project Area.

Timely and coordinated public and private investment within the Amended Area will be possible only if tax increment financing is adopted pursuant to the Act. The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the Redevelopment Project.

Figure 1, Project Boundary Map, is revised to include the Amended Area.

2.

Redevelopment Project Area Description.

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

those parts of the southwest quarter of Fractional Section 15, the northwest quarter of Fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street; and running thence east along the eastward extension of the said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive; thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said

eastward extension of Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more less, to the point of intersection with a line which is the east line of a 20 foot wide alley; thence north along said east line of the 20 foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,955.00 feet, more or less, to the point of beginning, in Cook County, Illinois.

Amendment -- April, 1994.

Section 2, Redevelopment Project Area Description, is amended to include the following legal description of the Amended Area:

a tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street, being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and

running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Street; thence east along said south line of East Balbo Street and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C. L. I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide as opened by the City Council proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along

the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue, being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue, being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said

north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

3.

Redevelopment Project Area Goals And Policies.

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

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

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this

Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals:

-- Provide infrastructure improvements within the Redevelopment Project Area.

-- Encourage commercial and industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.

-- Provide sound economic development in the Redevelopment Project Area.

-- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the central business district.

-- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.

-- Provide an increased sales tax base for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies:

-- Encourage a mixture of uses and scales of development that provide a transition from higher densities found in the Loop to the lower densities of the near south side.

-- Expand the residential population of the near south side and encourage housing types that accommodate a diverse economic and social mix of residents.

-- Provide better access between the south and near south sides and the downtown and lakefront through creation of better and more frequent east/west and north/south links.

-- Extend the public features of Chicago's historic boulevard system along Michigan and Indiana Avenues.

-- Accommodate the reconstruction of Lake Shore Drive as a two-way parkway on the west side of the Field Museum, with an ample landscaped edge.

-- Design an internal street network that is clear, direct, and easily accessible to the public.

-- Design a street and block plan which integrates the near south side with the lakefront.

-- Complete the south end of Grant Park.

-- Apply the policies of the *Lakefront Plan of Chicago.*

-- Provide formal open spaces that relate to Grant Park and Burnham Park and are connected by the pedestrian street network.

-- Provide sufficient parks and recreational areas related to the needs of new near south side residents.

-- Promote a quality, attractive environment compatible with the museum complex in Burnham Park, provide greater access to Burnham Park from downtown and the community to the west, and enhance the park setting of the museums.

-- Present active and appropriately designed edges to the communities on all sides, especially towards Grant Park, Lake Shore Drive, and Michigan Avenue.

-- Respect the prominent architectural quality of the museum complex in Burnham Park and the Michigan Avenue streetwalls.

-- Enhance the Prairie Avenue Historic District by improving the accessibility and image of the surrounding community and by creating connections between the District and the Burnham Park museum complex.

-- Protect and frame important views and vistas through the site.

-- Encourage active, landscaped pedestrian-oriented streets.

-- Encourage a predominant use of public transportation and improve public transportation services to the Central Station site and the surrounding community.

-- Promote the development of a Central Area Transit Circulator system connecting the downtown with McCormick Place and the museums.

-- Provide adequate facilities for circulation within and through the site for pedestrians, public transit, and private vehicles.

-- Promote development which employs the most efficient use of energy resources.

-- Ensure provision of associated parks, open spaces and public facilities on a schedule coordinated with the pace of private development.

-- Promote the design and construction of public infrastructure which encourages quality development.

-- Give funding and scheduling priority to improvements which provide the greatest benefit to the general public.

Amendment -- April, 1994.

Section 3, Redevelopment Project Area Goals and Policies, is amended to include the following additional policies:

-- Maintain the Michigan Avenue "streetwall" by encouraging infill developments that are compatible with the architectural character and heights of existing structures.

-- Encourage the rehabilitation or conversion of vacant buildings into residential, commercial and arts/cultural space within the Prairie Avenue area. Support the concept of the Arts District as a catalyst for future mixed-use developments.

4.

Blighted Area Conditions Existing In The Redevelopment Project Area.

The Redevelopment Project Area includes improved areas and vacant areas as defined in the Act.

Within the improved portion of the area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare. Based

upon surveys, inspections and analysis of the area, the Redevelopment Project Area qualifies for designation as a "blighted area" as defined by the Act.

-- Of the fourteen factors set forth in the Act for improved areas, ten are present in the area.

Within the vacant portion of the area it must be demonstrated that the sound growth of the taxing districts is impaired by at least one of the seven factors described in the Act.

-- The vacant land area qualifies for designation as a "blighted area" on the basis that the area consists of unused railyards, rail tracks or railroad rights-of-way.

The factors present are reasonably distributed throughout the area.

All blocks within the area show the presence of blight factors.

The Redevelopment Project Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

A separate report titled Central Station Area Redevelopment Project T.I.F -- Area Eligibility Report describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The factors listed below and shown in Figure 2, Summary of Blight Factors, are present in the Redevelopment Project Area.

Improved Area Factors.

The improved area includes all of the blocks located west of Indiana Avenue and the railroad property currently operated by METRA and located along the eastern edge of the project area, adjacent to Lake Shore Drive.

1. Age.

   Age as a factor is present to a major extent throughout the improved blocks. Of the seventeen total buildings in the improved area, sixteen (94%) are thirty-five years of age or older.

2. Dilapidation.

Dilapidation as a factor is present to a major extent in one block, and to a limited extent in one block. Dilapidation includes four buildings that are in a structurally substandard condition.

3. Obsolescence.

Obsolescence as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include obsolete buildings and obsolete platting. Eight buildings are characterized by obsolescence, of which three are vacant and three are partially vacant.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and deteriorating alleys, street pavements, curbs, gutters, sidewalks and the Indiana Avenue viaduct. Thirteen of the seventeen buildings are characterized by deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a major extent in one block and to a limited extent in one block. Structures below minimum code include all structures in deteriorating or dilapidated condition which are below the City's code standards for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in one block and to a limited extent in one block. Three buildings contain vacant floors and three buildings are entirely vacant.

7. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent in one block of the area. Conditions contributing to this factor include parcels where buildings cover more than sixty percent of their respective sites, restricting provisions for off-street

parking, loading and service. A total of twelve building sites are impacted by this factor.

8. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent in two of the three blocks of the improved area. Conditions contributing to this factor include parcels of limited size. Twenty-six of the parcels within the Redevelopment Project Area exhibit this factor.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the improved area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas and site improvements including streets, alleys, walks, curbs, gutters and one viaduct.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the improved area. Conditions contributing to this factor include incompatible land-use relationships, parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading.

Vacant Area Factors.

The vacant land area is located east of Indiana Avenue from 11th Place to approximately 16th Street and west of the railroad property used for the Illinois Central METRA commuter service. This vacant area consists of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, round houses, machine shops, baggage room, power house and miscellaneous support buildings. All of the buildings and tracks have been abandoned and the buildings demolished.

Amendment -- April, 1994.

Section 4, Blighted Area Conditions Existing in the Redevelopment Project Area, is amended to add the following description of blighted conditions in the Amended Area:

The purpose of this section is to describe the conditions that exist within the Amended Area which qualify the Amended Area for designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74. 4-1, et seq., as amended.

A report entitled "Tax Increment Redevelopment Project Eligibility Report for the Central Station Area" was prepared for the City of Chicago in July, 1990 by Trkla, Pettigrew, Allen & Payne, Inc.. Studies and analysis completed in 1990, and documented as part of the Eligibility Report, provided the basis for a finding by the City of Chicago that the Original Redevelopment Project Area of approximately 127 acres qualified for designation as a "blighted area" as defined in the Act.

The Amended Area contains approximately 248.4 acres, including approximately 92.6 acres of street and alley rights-of-way, and approximately 155.9 acres of parcels within 38 blocks located in the Amended Area. The Amended Area is located immediately west of the Original Redevelopment Project Area, and is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets), and the Illinois Central Railroad right-of-way (between 16th and Cullerton Streets).

The Amended Area is an improved area for the purpose of determining eligibility as defined in the Act. Within an improved area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare.

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

On the basis of this approach, all or any part of the Amended Area is found to be eligible within the definition set forth in the Act. Specifically:

-- Of the fourteen factors set forth in the Act for improved areas, ten are present in the Amended Area.

-- The blight factors which are present are reasonably distributed throughout the Amended Area.

-- All blocks within the Amended Area show the presence of blight factors.

-- The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The blight factors present in the Amended Area are indicated below. It should be noted that the definitions of blight factors listed below are the same as set forth in the Central Station Tax Increment Redevelopment Project Eligibility Report prepared in July, 1990 by T.P.A.P. for the purpose of determining the eligibility of the Original Redevelopment Project Area.

The following blighting factors are present in the Amended Area:

1. Age.

   Age as a factor is present to a major extent. Fifty percent or more of the buildings are 35 years of age or older in 34 of the 38 blocks that comprise the Amended Area.

2. Dilapidation.

   Dilapidation is present to a limited extent. Of 297 buildings within the Amended Area, 25 or 8.4 percent are dilapidated.

3. Obsolescence.

   Obsolescence as a factor is present to a major extent. Characteristics include obsolete platting, obsolete parcels and obsolete buildings.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the Amended Area. Contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas, and deteriorating street surfaces, curbs, gutters, and alleys. Of the total 297 buildings, 213, or 72 percent, evidence varying degrees of deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a moderate extent. Advanced defects in thirty percent of the buildings are below the City's maintenance and other codes for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in twenty-one blocks and to a moderate extent in eleven of the thirty-eight blocks.

7. Excessive Land Coverage.

Excessive land coverage is present to a major extent affecting close to 79 percent of the buildings within the Amended Area.

8. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of limited narrow size, parcels of irregular shape and incompatible uses.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and surface storage areas and site improvements including streets, alleys, curbs and sidewalks.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, the existence of incompatible or mixed land-uses and the lack of reasonable development controls for building setbacks and off-street parking. Additionally, the Amended Area developed without the benefit of community planning guidelines and standards.

Figure 2, Distribution of Blight Factors by Block, is revised to include the Amended Area.

The analysis above is based upon data assembled by representatives of the City and surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc.. The surveys and analyses conducted include:

1. Exterior survey of the condition and use of each building;

2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;

3. Analysis of existing uses and their relationships;

4. Comparison of current land use to current zoning ordinance and the current zoning map;

5. Comparison of surveyed buildings to property maintenance and other codes of the City;

6. Analysis of original and current platting and building size and layout;

7. Analysis of building floor area and site coverage; and

8. Review of previously prepared plans, studies and data.

5.

Near South Tax Increment Financing Redevelopment Project.

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

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

Redevelopment Objectives:

-- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan, Blighted Area Conditions Existing in the Redevelopment Project Area, describes existing blighting conditions.

-- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.

-- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.

-- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.

-- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.

-- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.

-- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.

-- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.

-- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

-- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

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

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

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

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

to create suitable sites for new development and to provide for storm drainage.

Active businesses and other occupants that are displaced by the public acquisition of property will be relocated and may be provided with assistance payments and advisory services.

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

Acquisition activities include acquisition of property (1) to accommodate the realignment of Lake Shore Drive and to make improvements to other thoroughfares, (2) to permit the more efficient construction of infrastructure over the METRA tracks, (3) to provide a site for a district heating/cooling plant, if appropriate, and (4) to provide for additional property acquisition in support of private development proposals. Further, demolition of structures (including railroad structures) and protection/relocation of existing utilities and freight tunnels is contemplated. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

2. Provision Of Public Improvements.

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

a. Roadways And Related Improvements.

A range of individual roadway improvement projects from repair and resurfacing through construction of new roads on structures in air rights will be undertaken. Public sewers, water lines, and City electrical service for lighting and signals are to be upgraded or installed new in each improved roadway segment as needed. The complexities and constraints associated with roadway construction in air rights over an operating railroad have been taken into account in estimating costs. The principal roadways affected are Columbus Drive, Roosevelt Road, Indiana Avenue, 13th Street, 14th Street, 15th Street, as well as segments of other streets. Virtually all of these improvements are anticipated in the Central Station Guidelines.

b. Special Utility Improvement.

Construction of a substantial storm sewer is planned for a 16th Street alignment to extend from Lake Shore Drive west through the Redevelopment Project Area to the Chicago River. This sewer will provide relief to the combined sewer system serving the area, reduce or eliminate flooding in the area, and will have capacity to drain storm water on Lake Shore Drive in the vicinity of the Redevelopment Project Area.

c. Parks And Open Space.

Construction of both parks and open spaces will be undertaken. McFetridge Park at 14th/Indiana, and a portion of the addition to Grant Park on the north side of Roosevelt Road will be built. These improvements are anticipated in the Central Station Guidelines.

3. Job Training And Related Educational Programs.

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

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

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

5. Redevelopment Agreements.

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

Amendment -- April, 1994.

Redevelopment Plan and Project Activities contained in Section 5 is amended to add the following:

> Redevelopment Project and Plan Activities are expanded to include: resurfacing or reconstruction of all existing street pavement which is currently in a deteriorating condition; repair or reconstruction of all deteriorating curbs and gutters; replacement or reconstruction of sidewalks as part of a comprehensive streetscape/pedestrian walkway system for major parts of the Amended Area; coordination and implementation of transit station and structure improvements with other public and private improvement projects, rehabilitation of existing buildings, and allowance for interest cost incurred by redevelopers as provided for in the Act.

Figure 3, Development Program, is revised to illustrate the range of actions and improvements proposed for the Amended Area.

General Land-Use Plan.

Amendment -- April, 1994.

The General Land-Use Plan contained in Section 5 is amended to include the following maps, and revised and added statements:

Figure 4, Land-Use Plan, contained in the Original Redevelopment Project and Plan is revised to include two figures: Figure 4A, Land-Use Plan and Figure 4B, Subarea Land-Use Plan.

Figure 4A, Land-Use Plan, identifies the major land-use category to be in effect upon adoption of this amended Redevelopment Project and Plan, which is Mixed-Use. The Mixed-Use category includes the provision for commercial, residential, retail, institutional, exhibition, parking and related uses. Also shown in 4A are the locations of major thoroughfares and street rights-of-way, the locations of which are subject to modification by the City.

Figure 4B, Subarea Land-Use Plan, illustrates the recommended predominant use for the nine subareas identified, and provides a guide for future land-use developments and related improvements within the Redevelopment Project Area. Described below are the predominant uses to be included in each subarea.

Subarea 1.

Subarea 1 should continue to accommodate office, institutional, retail and service uses which characterize the adjacent Loop area to the north. Restaurants, professional theaters and related business and service uses are encouraged to support existing uses in Subareas 2 and 3.

Subarea 2.

The predominant use of this subarea should remain hotel and institutional. The City should encourage continued business and institutional uses such as the Chicago Hilton and Towers, the Spertus Museum, Columbia College and the Blackstone Theater. Redevelopment should respect the historic character of the Michigan Avenue streetwall.

Subarea 3.

The predominant use of this subarea should be residential with accessory retail. This subarea should allow for high-density residential buildings consistent with recently constructed and rehabilitated buildings such as 2 East 8th Street, Burnham Plaza and 1130 South Michigan Avenue. Within this subarea, new development along Michigan Avenue should respect the historic character of the Michigan Avenue streetwall.

Subarea 4.

Community shopping uses (grocery store, drug store, et cetera) should be encouraged in Subarea 4 to serve the expanding neighborhoods of Dearborn Park I and II, Central Station and various free-standing and converted loft residential buildings. Development should be centered near the intersection of State Street and Roosevelt Road, the C.T.A. subway and elevated stations, and the proposed Central Area Circulator station. Convenience businesses to serve foot traffic from the transit stations should also be encouraged.

Subarea 5.

Residential development that is compatible, in density, with the Dearborn Park II neighborhood located across State Street should be encouraged in Subarea 5. Neighborhood retail and business uses should be encouraged on ground floors of residential structures.

Subarea 6.

Land should be assembled in underutilized blocks for the development of a range of housing types, rental and sales, in a mixed-density, economically integrated environment. Large scale developments should be approved as planned developments and provide for off-street parking, recreational facilities and other supporting amenities. Residential development within this area should link the Dearborn Park and Central Station neighborhoods. A continuous east/west pedestrian walkway should be provided from the Chicago River to the lakefront.

This subarea should continue to permit institutional uses such as religious facilities, schools, governmental offices, museums and civic organizations, as well as public spaces and community facilities.

Subarea 7.

Commercial services, including wholesale and retail trades, should be located along State Street, north of Cermak Road.

Subarea 8.

Business, residential and cultural uses that are compatible with, support and enhance the existing Prairie Avenue Historic District and the proposed Arts District should be encouraged in Subarea 8. Rehabilitation of existing buildings and redevelopment of vacant sites in the Arts District should be encouraged for business and housing uses, as well as support services, art spaces, public open spaces and community facilities.

Subarea 9.

Hotel, restaurant and service uses should be encouraged in Subarea 9, as well as other businesses that are compatible with the expanding McCormick Place.

Similar and compatible uses as determined by the City of Chicago Department of Planning and Development should be encouraged within each subarea.

Estimated Redevelopment Project Costs.

Amendment -- April, 1994.

Estimated Redevelopment Project Costs contained in Section 5 is amended to read as follows:

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

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional services costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;

4. Costs of the construction of public works or improvements;

5. Costs of job training and retraining projects;

6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the municipality by written agreement accepts and approves such costs;

8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

9. Payment in lieu of taxes as defined in the Act;

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20(a) and 10-23.3(a) of the School Code;

11. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, provided that:

    a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

    b. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the Redevelopment Project during that year;

    c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph 11 then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

    d. the total of such interest payments incurred pursuant to this Act may not exceed 30 percent of the total

Redevelopment Project Costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act, or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

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

Table 1.

Estimated Redevelopment Project Costs.

Near South Redevelopment Program.

Program Action/Improvements (in $1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Property Acquisition, Site Preparation, Demolition, Relocation	$ 3,300	$ 6,000	$ 9,300
Rehabilitation of Existing Buildings	N.A.	21,000	21,000
Roadways and Related Improvements	27,600	7,000	34,600
Utility Improvements	6,500	3,000	9,500

Program Action/Improvements (in $1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Parks and Open Space	$ 1,800	$ 2,000	$ 3,800
Transit Improvements	N.A.	9,500	9,500
Interest Cost Incurred by Redevelopers	N.A.	10,000	10,000
Job Training and Related Education Programs	500	750	1,250
Analysis, Administration, Studies, Surveys, Legal, et al.	300	400	700
Contingency	N.A.	6,000	6,000
GROSS PROJECT COST[1]:	$40,000	$65,650	$105,650

Sources Of Funds To Pay Redevelopment Project Costs.

Amendment -- April, 1994.

Sources of Funds to Pay Redevelopment Project Costs contained in Section 5 is amended to read as follows:

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

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[1] Gross Project Cost excludes financing costs, including interest expense, capitalized interest, and costs associated with issuing bonds and optional redemption. Estimated Gross Project Costs are based on 1993 dollars, and are subject to prevailing market conditions at the time they are undertaken.

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

Issuance Of Obligations.

Amendment -- April, 1994.

Issuance of Obligations contained in Section 5 is amended to read as follows:

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

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2013. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issuance. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

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

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

Amendment -- April, 1994.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area in Section 5 is amended to read as follows:

The purpose of identifying the most recent E.A.V. of properties in the Redevelopment Project Area is to provide an estimate of the initial E.A.V. which the County Clerk will certify for the purpose of calculating incremental E.A.V. and incremental property taxes. In the case of the Central Station Area Tax Increment Financing Redevelopment Project and Plan, there is an initial E.A.V. (using 1989 E.A.V.) for the area as originally adopted on November 28, 1990, and a second initial E.A.V. (using 1992 E.A.V.) for the area to be amended into the Central Station Area Tax Increment Financing Redevelopment Project and Plan.

Table 2, Summary of Initial E.A.V. by Block, summarizes the initial equalized assessed valuations of blocks within the Original Area and Amended Area. The E.A.V. summary for the Original Area has since been certified as the Initial Equalized Assessed Valuation by the Cook County Clerk on August 12, 1991, and is $3,223,423.

The initial E.A.V. summarized in Table 2 for the Amended Area serves as the estimated initial equalized assessed valuations of blocks within the Amended Area of April, 1994. The total initial E.A.V. for the Amended Area is estimated at $124,791,988, and assumes this amendment to the Redevelopment Plan and Project will occur before the 1993 state equalization factor is issued, which is sometime in June or July, 1994. In the event the amendment is adopted after the 1993 state equalization factor is issued, then the 1993 assessed valuations and 1993 state equalization factor will be used by the County to determine the initial E.A.V. for the Amended Area. Additionally, this estimated amount is subject to any Certificates of Error which may be adjudicated before a final certified initial E.A.V. is issued by the Cook County Clerk's office.

The total certified initial E.A.V. for the entire Redevelopment Project Area is estimated at $128,015,411.

Table 2.

Summary Of Initial E.A.V. By Block.

Near South Tax Increment Financing Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
17-15-110		$10,087,753	$10,087,753
111		8,807,434	8,807,434
17-15-112	$0*		0*
300		2,459,481	2,459,481
301		7,995,577	7,995,577
302		2,166,319	2,166,319
304		5,836,194	5,836,194
305		10,264,638	10,264,638
306		4,401,836	4,401,836
307		3,237,637	3,237,637
308		3,696,048	3,696,048

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
309		$3,819,510	$3,819,510
17-15-310	$ 0*		0*
17-15-501	0*		0*
17-16-247		1,575,316	1,575,316
17-22-100		1,415,713	1,415,713
101		7,599,167	7,599,167
17-22-102	1,236,479		1,236,479
103		749,770	749,770
104		2,732,826	2,732,826
17-22-105	1,959,440		1,959,440
106		2,964,749	2,964,749
107		3,470,369	3,470,369
108		5,136,042	5,136,042
17-22-109	10,233		10,233
17-22-110	0*		0*
300		1,235,667	1,235,667

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
301		$5,094,929	$5,094,929
302		2,960,436	2,960,436
303	$17,271	2,289,881	2,307,152
304	0*	3,127,719	3,127,719*
305		1,281,389	1,281,389
306		1,110,498	1,110,498
307		1,742,271	1,742,271
308		1,142,846	1,142,846
309		1,676,355	1,676,355
310		35,368	35,368
311		1,374,860	1,374,860
312		3,224,898	3,224,898
313		3,730,428	3,730,428
314		1,038,422	1,038,422
315		1,027,610	1,027,610
317		68,567	68,567

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
318		$ 1,162,295	$ 1,162,295
319		2,674,962	2,674,962
320		376,209	376,209
500		0*	0*
501	$ 0*	0*	0*
17-27-205	0*		0*
TOTAL:	$3,223,423	$124,791,988	$128,015,411

Anticipated Equalized Assessed Valuation.

Amendment -- April, 1994.

Anticipated Equalized Assessed Valuation in Section 5 is amended to read as follows:

By the year 2005, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately $530,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

the recommended residential and commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the average State Multiplier for the five year period 1988 through 1992 of 1.9953 will apply to future assessed values.

6.

Conformity Of The Redevelopment Plan To The Comprehensive Plan For Development Of The City Of Chicago As A Whole.

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of, general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City of Chicago, including, among others, the following:

1. "An Ordinance for the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain Lines of the Illinois Central and Michigan Central Railroad Companies Within the City; and the Development of the Lakefront" passed by the City Council of the City of Chicago in 1919, as amended;

2. The Comprehensive Plan of Chicago of 1966;

3. The Guidelines for Development: I.C. Air Rights -- 11th Place to 31st Street of 1972;

4. The Lakefront Plan of Chicago of 1973;

5. The Lake Michigan and Chicago Lakefront Protection Ordinance of 1973;

6. Chicago 21: A Plan for the Central Area Committees of 1973;

7. Chicago Central Area Plan of 1983;

8. The Near South Development Plan of 1986;

9. The Central Station Guidelines; and

10. The Central Station Plan of Development.

7.

Phasing And Scheduling Of Redevelopment Project.

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

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

8.

Provisions For Amending This Redevelopment.

This Near South Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

9.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Near South Tax Increment Redevelopment Plan and Project:

A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.

B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Project and Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular,

parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

10.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described in Section 4 of this Redevelopment Project and Plan report, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Small-scale rehabilitation and new construction projects have occurred on a limited and scattered basis. However, no major large-scale projects have been initiated in over ten years. The lack of private investment is evidenced by the continued existence of blight and the limited number of new development projects undertaken on a planned development basis.

The private investment that has occurred in the near south side in general, but not in the redevelopment area, has occurred with substantial public assistance. Projects such as Dearborn Park, Printers Row, McCormick Place and the original Central Station have all been subsidized with local, state or federal assistance.

Thus, it is clear that private investment in revitalization and redevelopment has not occurred on a comprehensive basis or in a timely manner to overcome the blighting conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Project and Plan, and the adoption of tax increment financing.

11.

Financial Impact Of The Redevelopment Project.

Without the adoption of this Redevelopment Project and Plan, and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that blighted conditions will continue to exist and spread, and the area on the whole will become less attractive for the maintenance and improvement

of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax revenue to all taxing districts.

Section 5 of this Redevelopment Project and Plan describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment projects and activities set forth in this Plan. If the Redevelopment Project is successful, it is anticipated that the rehabilitation and expansion of existing buildings and new development resulting therefrom will be instrumental in alleviating blighted conditions and restoring the area to a long-term sound condition.

The Redevelopment Project is expected to have both short- and long-term financial impacts on the taxing districts affected by the Redevelopment Plan. During the period when tax increment financing is utilized, real estate tax revenues resulting from increases in E.A.V. over and above the certified initial E.A.V. established at the time of adoption of this Redevelopment Project and Plan will be used to pay redevelopment project costs in the area. At the end of such period, the real estate tax revenues attributable to the increase in E.A.V. over the certified initial E.A.V. will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

12.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Redevelopment Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration, and management of lands for the purpose of protecting and preserving public open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. The District provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. The District is a unit of the State of Illinois' system of public community colleges whose objective is to meet the educational needs of residents of the City of Chicago and other students seeking higher education programs and services.

Board of Education. General responsibilities of the Board include the provision, maintenance and operations of educational facilities, and the provision of educational services primarily for kindergarten through twelfth grade.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City, and for the provision of recreation programs.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City of Chicago. The City is responsible for the provision of the full range of municipal services typically associated with large, mature cities, including: police and fire protection, capital improvements and maintenance, water production and distribution, sanitation service, building, housing and zoning codes, etc..

In addition to the major taxing districts summarized above, the following special taxing districts have taxing jurisdiction over the Redevelopment Project Area: the Chicago Library Fund, Chicago Urban Transportation District, and Special Service Area Number 12 (S.S.A. No. 12). The Chicago Library Fund (formerly a separate taxing district from the City) and the Chicago Urban Transportation District no longer extend tax levies, but continue to exist for the purpose of receiving delinquent taxes. In 1991, the City established S.S.A. No. 12 in connection with the Central Station Area Circulator. Certain properties located within the Redevelopment Project Area are also located within S.S.A. No. 12. Taxes for S.S.A. No. 12 are levied on non-residential properties located within its taxing jurisdiction to pay for a portion of the anticipated cost of the construction and operation of the Central Area Circulator.

Non-residential development, such as retail, commercial service, office, hotel, public and institutional uses, should not cause increased demand for services or capital improvements on any of the taxing districts named above except for the Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing

treatment facilities maintained and operated by the Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, Chicago Park District, and City. New private investment in residential and non-residential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City of Chicago and the Chicago Park District within and adjacent to the Redevelopment Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new or rehabilitated residential buildings that may be added within the Redevelopment Project Area, or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

If successful, the implementation of the Redevelopment Project may enhance the values of properties within and adjacent to the Redevelopment Project Area.

13.

Program To Address Financial And Service Impacts.

As described more fully in the previous sections, because the scale and mix of development in the Area cannot be predicted with certainty as of the date of this Redevelopment Project and Plan, the scope of the financial impact on taxing districts and increase in the demand for services provided by those districts cannot be quantified at this time. As a result, the City has not developed, at present, a specific plan to address such financial impact or increased demand.

However, as described more fully under Redevelopment Project and Plan Activities -- Provision of Public Improvements in Section 5 of this Redevelopment Project and Plan, the City plans to provide public improvements and facilities to service the Redevelopment Project Area. Such improvements may mitigate some of the additional service and capital improvement demands placed on taxing districts as a result of the implementation of this Redevelopment Project and Plan.

[Figure 1 (which constitutes Exhibit "D" to the ordinance) referred to in this Tax Increment Financing Redevelopment Project and Plan printed on page 54931 of this Journal.]

[Figures 2, 3, 4A and 4B referred to in this Tax Increment Financing Redevelopment Project and Plan printed on pages 54932 through 54935 of this Journal.]

Exhibit "B".

A tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension

of the south line of Lot 8 in C.L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide, as opened by the City Council Proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said

north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide, in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide, in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the

south line of Original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

Chicago Guarantee Survey Company, an Illinois corporation licensed as an Illinois Professional Land Surveyor, hereby certifies that the legal description attached hereto correctly describes the boundaries of the tract of land to be included in the Amended Central Station Area Tax Increment Redevelopment Project, in Chicago, Illinois.

Chicago Guarantee Survey Company

By: (Signed) Gregory J. Han

[Seal]

Chicago Guarantee Survey Company
Professional Land Surveyor Corporation No. 1
State of Illinois

Exhibit "C".

Street Location.

The boundaries of the proposed Near South T.I.F. District are generally described as South Lake Shore Drive, between East Roosevelt Road extended and the northern boundary of McCormick Place II on the east; the northern boundary of McCormick Place II, between South Lake Shore Drive and South Calumet Avenue on the south; South Calumet Avenue, between East Cullerton Street and East 21st Street on the east; East 21st Street, between South Calumet Avenue and South State Street on the south; South State Street, between 21st Street and Congress Parkway on the west; East Congress Parkway, between South State Street and South Michigan Avenue on the north; South Michigan Avenue, between East Congress Parkway and East Roosevelt Road on the east; and East Roosevelt Road, between South Michigan Avenue and South Lake Shore Drive on the north.

Exhibit "E".

The City of Chicago will adopt and implement a plan to provide for the replacement of those occupied affordable housing units, specifically including single room occupancy units, that may be lost due to redevelopment in the Expanded Redevelopment Project Area such that, at the estimated date for final completion of the Redevelopment Project as defined in Section 1 of this ordinance, a one for one replacement or a minimum of 300 affordable housing units shall be provided as affordable housing for "low- and moderate-income" individuals as that term is defined by the United States Department of Housing and Urban Development. In addition, it is the policy and goal of the City of Chicago to facilitate the construction and rehabilitation of affordable housing units in the Expanded Redevelopment Project Area.

DESIGNATION OF NEAR SOUTH REDEVELOPMENT PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52935 and 52941 through 52948, recommending that the City Council pass the said proposed ordinance which designates the Near South Redevelopment Project Area as a Tax Increment Financing District.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 40.

Nays -- Alderman Shiller -- 1.

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

(Continued on page 54936)

Exhibit "D"/Figure 1.

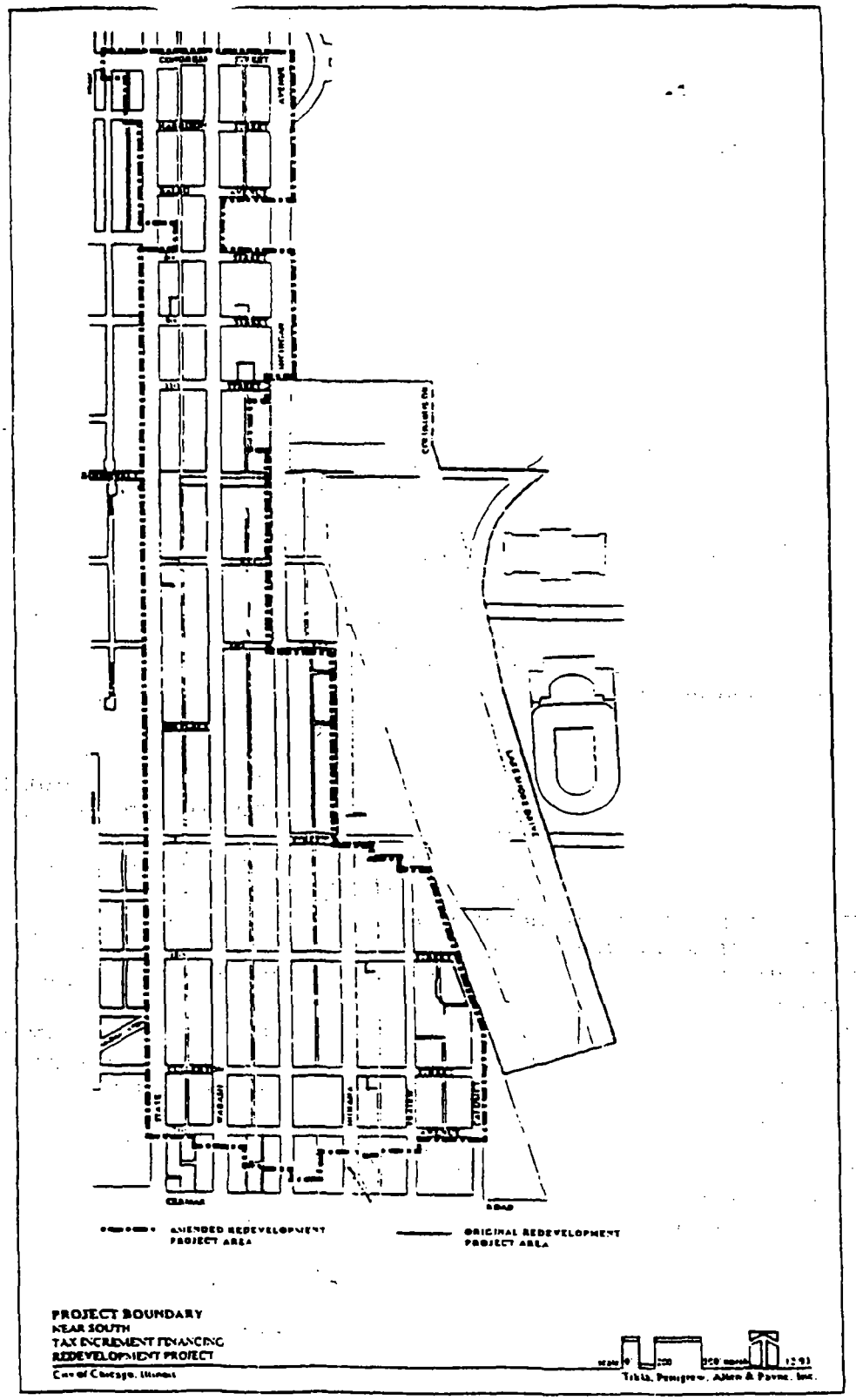


Figure 2.

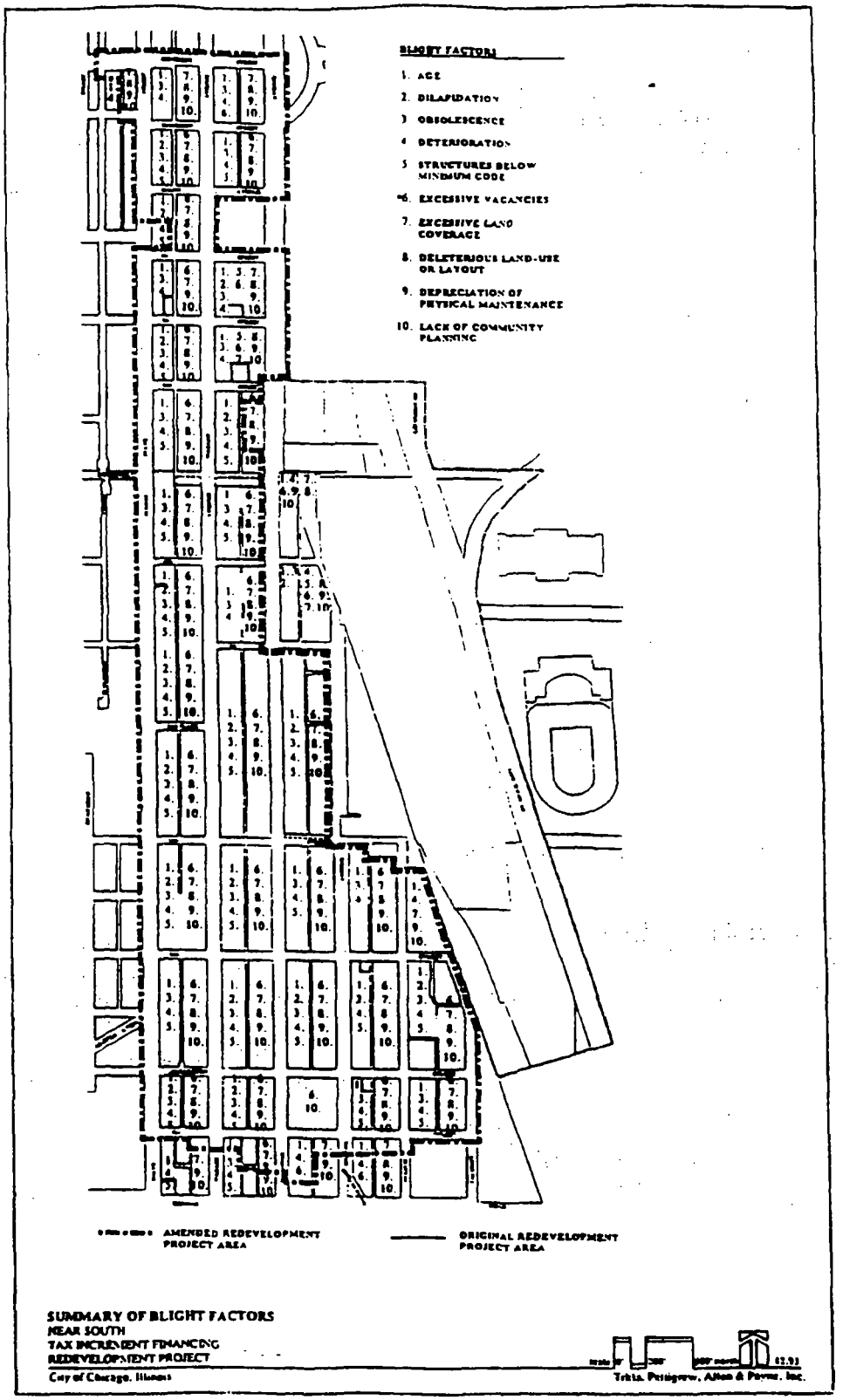

BLIGHT FACTORS
1. AGE
2. DILAPIDATION
3. OBSOLESCENCE
4. DETERIORATION
5. STRUCTURES BELOW MINIMUM CODE
6. EXCESSIVE VACANCIES
7. EXCESSIVE LAND COVERAGE
8. DELETERIOUS LAND-USE OR LAYOUT
9. DEPRECIATION OF PHYSICAL MAINTENANCE
10. LACK OF COMMUNITY PLANNING
AMENDED REDEVELOPMENT PROJECT AREA
ORIGINAL REDEVELOPMENT PROJECT AREA
SUMMARY OF BLIGHT FACTORS
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois
Teska, Pettigrew, Allen & Payne, Inc.

Figure 3.

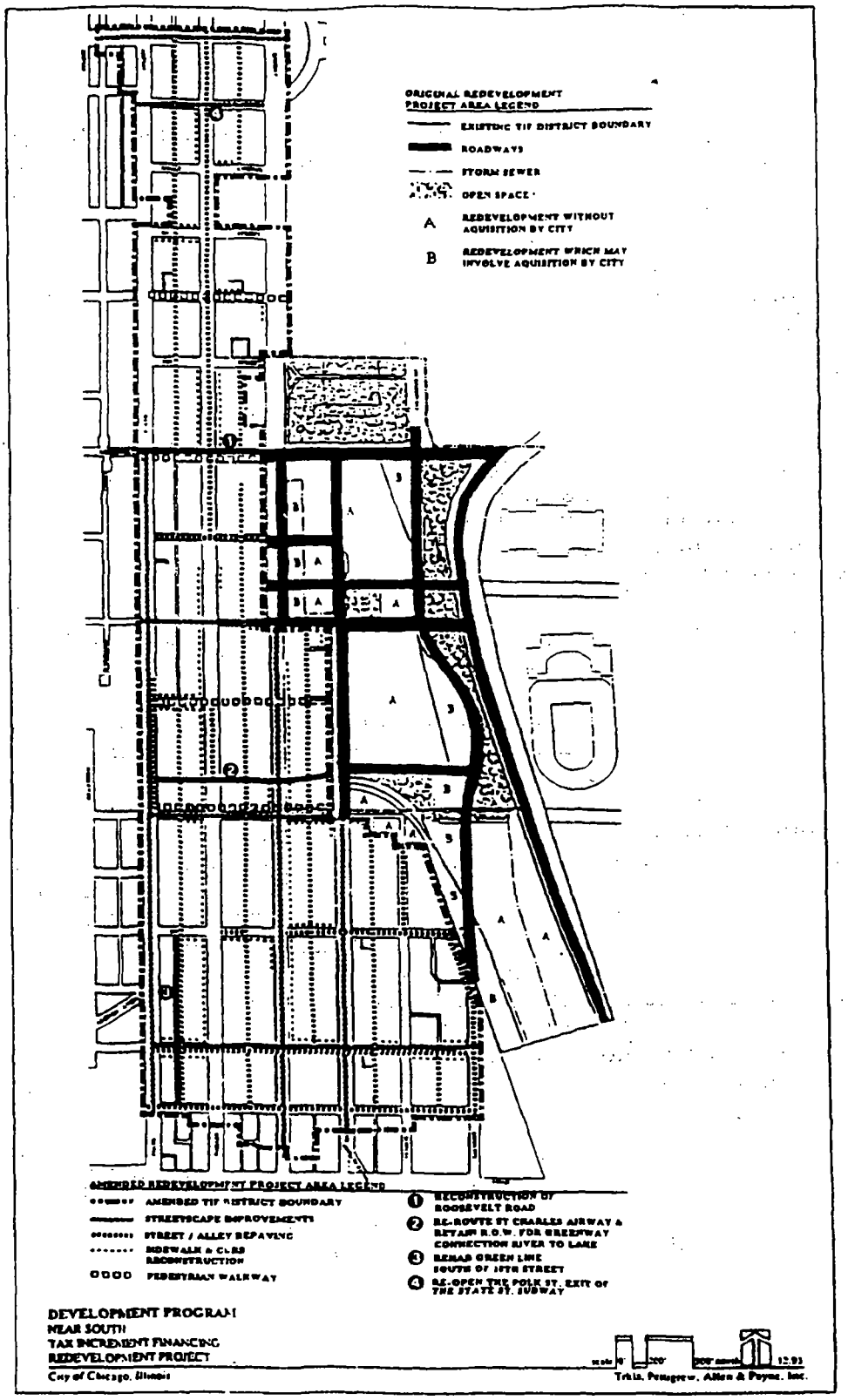

ORIGINAL REDEVELOPMENT PROJECT AREA LEGEND
EXISTING TIF DISTRICT BOUNDARY
ROADWAYS
STORM SEWER
OPEN SPACE
A REDEVELOPMENT WITHOUT AQUISITION BY CITY
B REDEVELOPMENT WHICH MAY INVOLVE AQUISITION BY CITY
AMENDED REDEVELOPMENT PROJECT AREA LEGEND
AMENDED TIF DISTRICT BOUNDARY
STREETSCAPE IMPROVEMENTS
STREET / ALLEY REPAVING
SIDEWALK & CURB RECONSTRUCTION
PEDESTRIAN WALKWAY
1 RECONSTRUCTION OF ROOSEVELT ROAD
2 RE-ROUTE ST CHARLES AIRWAY & RETAIN R.O.W. FOR GREENWAY CONNECTION RIVER TO LAKE
3 REHAB GREEN LINE SOUTH OF 18TH STREET
4 RE-OPEN THE POLK ST. EXIT OF THE STATE ST. SUBWAY
DEVELOPMENT PROGRAM
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois
Tribit, Pettegrew, Allen & Payne, Inc.

Figure 4A.

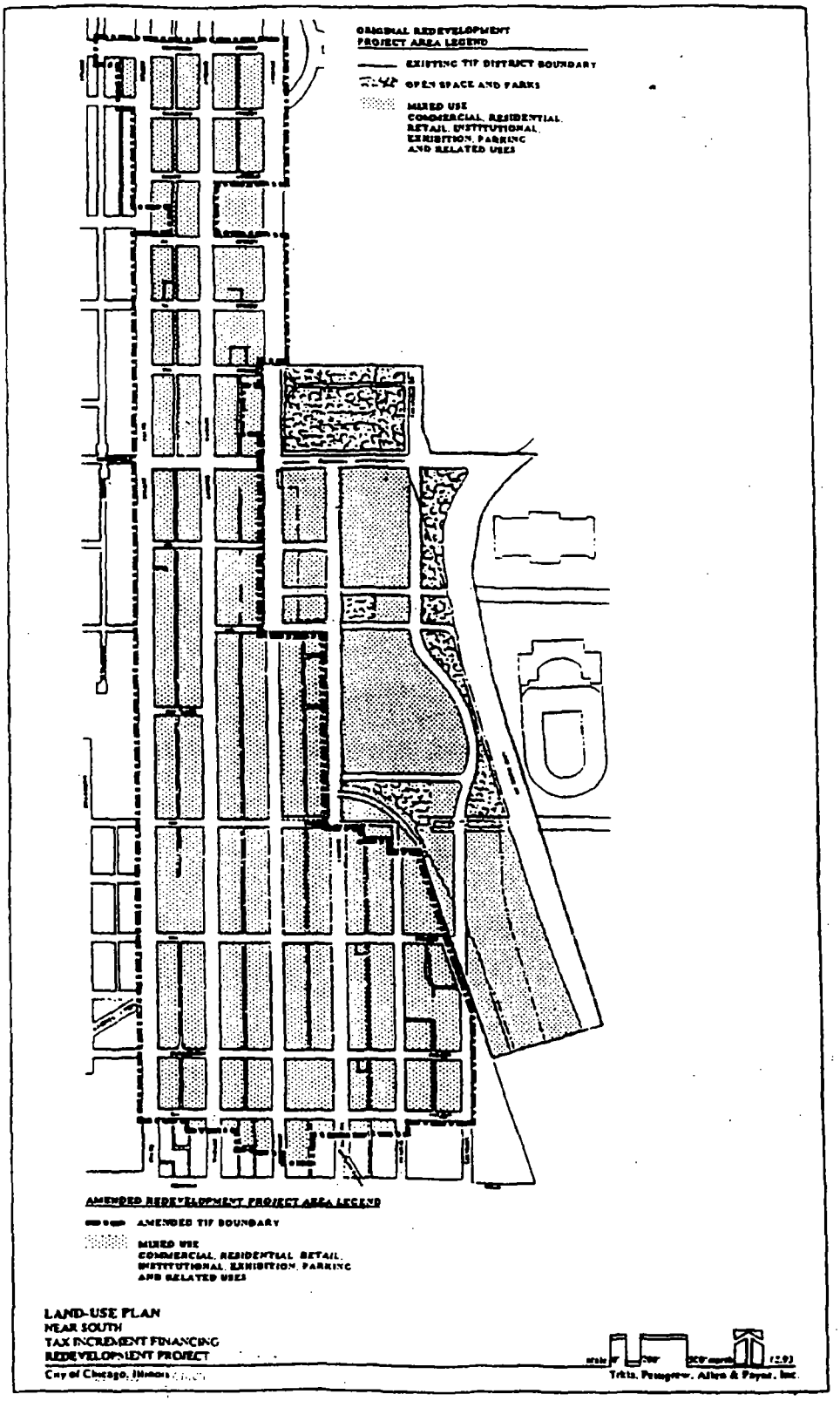
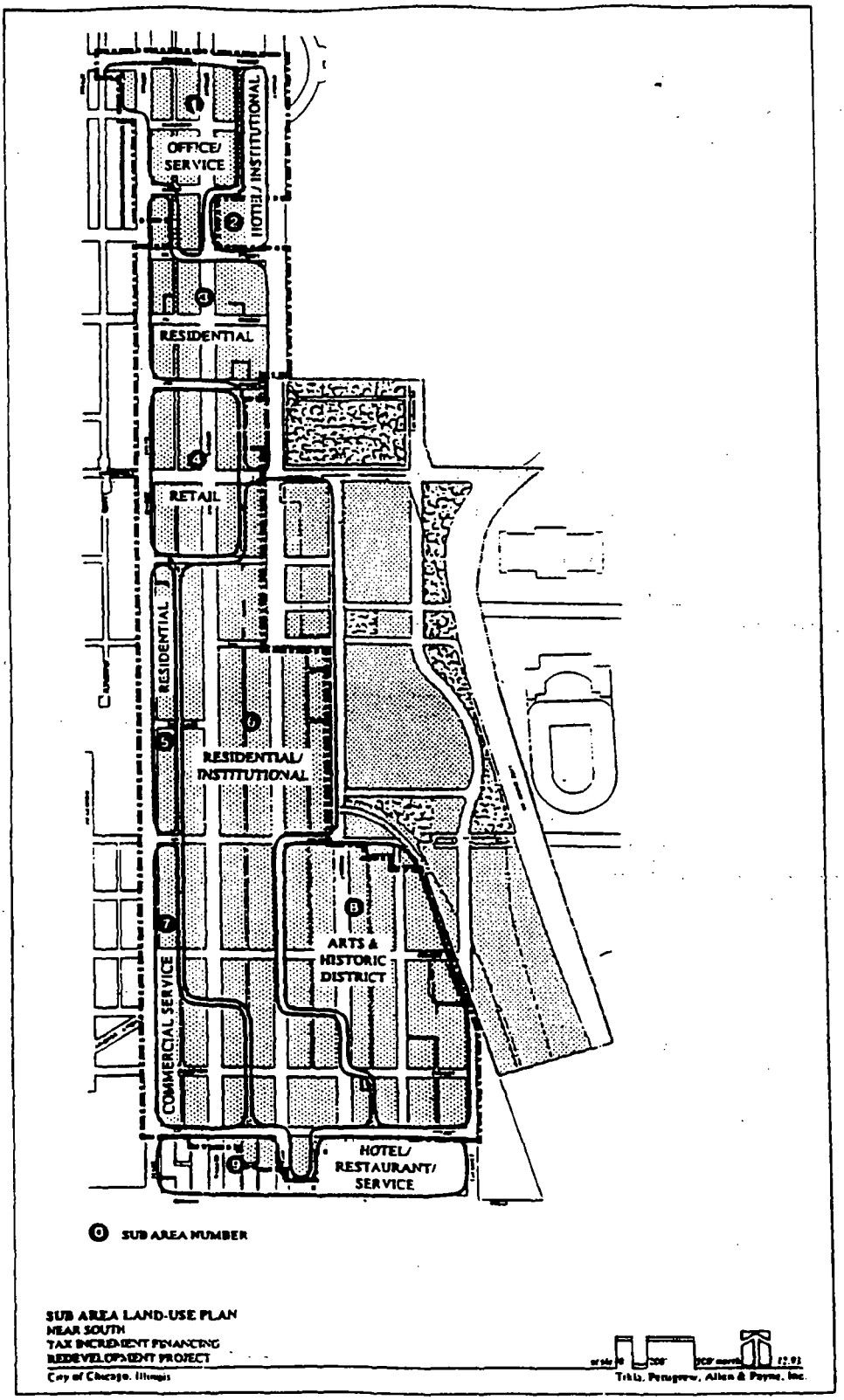

ORIGINAL REDEVELOPMENT PROJECT AREA LEGEND
EXISTING TIF DISTRICT BOUNDARY
OPEN SPACE AND PARKS
MIXED USE COMMERCIAL, RESIDENTIAL, RETAIL, INSTITUTIONAL, EXHIBITION, PARKING AND RELATED USES
AMENDED REDEVELOPMENT PROJECT AREA LEGEND
AMENDED TIF BOUNDARY
MIXED USE COMMERCIAL, RESIDENTIAL, RETAIL, INSTITUTIONAL, EXHIBITION, PARKING AND RELATED USES
LAND-USE PLAN
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois
Trkla, Pettigrew, Allen & Payne, Inc.

Figure 4B.


OFFICE/ SERVICE
HOTEL/ INSTITUTIONAL
RESIDENTIAL
RETAIL
RESIDENTIAL
RESIDENTIAL/ INSTITUTIONAL
ARTS & HISTORIC DISTRICT
COMMERCIAL SERVICE
HOTEL/ RESTAURANT/ SERVICE
SUB AREA NUMBER
SUB AREA LAND-USE PLAN
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois
Tibbs, Pettigrew, Allen & Payne, Inc.

(Continued from page 54930)

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") by an ordinance adopted by the City Council of the City on November 28, 1990, designated a portion of the City as a "redevelopment project area" known as the Central Station Area Redevelopment Project Area (the "Original Redevelopment Project Area") for the purpose of tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"); and

WHEREAS, The City Council of the City has determined that such Original Redevelopment Project Area be expanded pursuant to and in accordance with the Act; and

WHEREAS, The City desires to implement certain tax increment allocation financing pursuant to the Act for the Expanded Area Redevelopment Project and Plan heretofore approved and adopted pursuant to an ordinance adopted by the City Council of the City on today's date and entitled: "An Ordinance Adopting And Approving The Near South Redevelopment Area Project And Plan"; and

WHEREAS, It is now necessary and desirable to re-confirm the designation of the Original Project Area and designate the total area referred to in said Expanded Area Redevelopment Project and Plan as a redevelopment project area as provided in the Act; and

WHEREAS, The area described in Section 1 of this Ordinance constitutes, in the aggregate, more than 1½ acres and has been heretofore determined by the City Council of the City to include a "blighted area" within the meaning of Section 11-74.4-3(a) of the Act; now, therefore,

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

SECTION 1. Designation of Redevelopment Project Area. The Expanded Redevelopment Project Area described in Exhibit A attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Expanded Redevelopment Project Area is described in Exhibit B attached to this Ordinance and incorporated in this Ordinance as if set out in full by this reference. The map of the Expanded Redevelopment Project Area is depicted on Exhibit C to this Ordinance and incorporated in this Ordinance as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

Passed on _____ ____, 1994.

_____
Mayor, City of Chicago

Recorded in the City Records
on _____, 1994.

Attest:

_____
City Clerk, City of Chicago

[Exhibit "C" referred to in this ordinance printed on page 54942 of this Journal.]

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

Exhibit "A".

Legal Description.

A tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the

City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C.L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide, as opened by the City Council Proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south

along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision); thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east

line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of Original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

Chicago Guarantee Survey Company, an Illinois corporation licensed as an Illinois Professional Land Surveyor, hereby certifies that the legal description attached hereto correctly describes the boundaries of the tract of land to be included in the Amended Central Station Area Tax Increment Redevelopment Project, in Chicago, Illinois.

Chicago Guarantee Survey Company

By: (Signed) Gregory J. Han

[Seal]

Chicago Guarantee Survey Company
Professional Land Surveyor Corporation No. 1
State of Illinois

Exhibit "B".

Street Location.

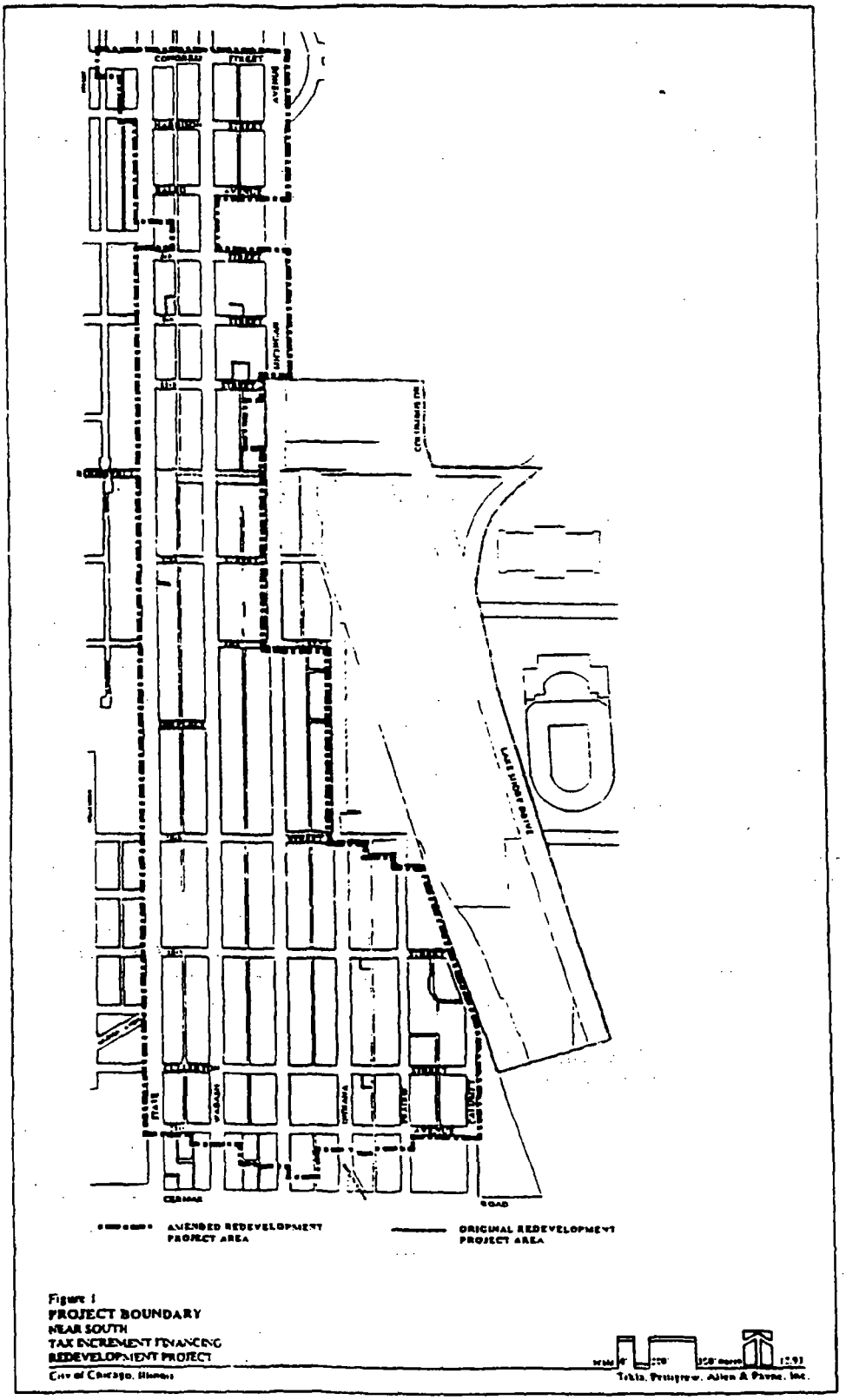
The boundaries of the proposed Near South T.I.F. District are generally described as South Lake Shore Drive, between Roosevelt Road extended and the northern boundary of McCormick Place II on the east; the northern boundary of McCormick Place II, between South Lake Shore Drive and South Calumet Avenue on the south; South Calumet Avenue, between East Cullerton Street and East 21st Street on the east; East 21st Street, between South Calumet Avenue and South State Street on the south; South State Street, between 21st Street and Congress Parkway on the west; East Congress Parkway, between South State Street and South Michigan Avenue on the north; South Michigan Avenue, between East Congress Parkway and East Roosevelt Road on the east; and East Roosevelt Road, between South Michigan Avenue and South Lake Shore Drive on the north.

ADOPTION OF TAX INCREMENT FINANCING FOR NEAR SOUTH REDEVELOPMENT PROJECT AREA.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52947 and 52949 through 52956, recommending that the City Council pass the said proposed ordinance which authorizes the adoption of tax increment financing for the Near South Redevelopment Project Area.

(Continued on page 54943)

Exhibit "C".


AMENDED REDEVELOPMENT PROJECT AREA
ORIGINAL REDEVELOPMENT PROJECT AREA
Figure 1
PROJECT BOUNDARY
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

(Continued from page 54941)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 40.

Nays -- Alderman Shiller -- 1.

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"), by an ordinance adopted by the City Council of the City on November 28, 1990, adopted a plan of tax increment financing with respect to redevelopment of the Central Station Area Redevelopment Project (the "Original Redevelopment Project Area") in accordance with and as described in the Central Station Area Tax Increment Financing Redevelopment Project and Plan (the "Original Area Redevelopment Project and Plan") adopted and approved pursuant to an Ordinance of the City Council of the City on November 28, 1990; and

WHEREAS, The City Council of the City has determined that such Original Redevelopment Project Area be expanded pursuant to and in accordance with the Act; and

WHEREAS, The City desires to implement certain tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act") for the Expanded Area Redevelopment Project and Plan heretofore approved and adopted pursuant to an ordinance adopted by the City Council of the City on today's date, and entitled: "An Ordinance Adopting And Approving The Near South Redevelopment Area Project And Plan"; and

WHEREAS, The City has reconfirmed the designation of the Original Redevelopment Project Area and has designated the Original Redevelopment Project Area and additional contiguous areas (the "Added Property" and, together with the Original Redevelopment Project Area, the "Expanded Redevelopment Project Area") as described in the Expanded Area Redevelopment Project and Plan as a redevelopment project area as provided in the Act pursuant to an ordinance adopted by the City Council of

the City on today's date, and entitled: "An Ordinance Designating The Near South Redevelopment Project Area"; now, therefore,

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

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

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

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property in the Original Redevelopment Project Area which is attributable to the lower of the current equalized assessed value as adjusted or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Original Redevelopment Project Area as of November 28, 1990, minus the total current homestead exemptions provided by Sections 19.23-1 and 19.23-1a of the Revenue Act of 1939 in the Original Redevelopment Project Area, shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

(b) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property in the Added Property which is attributable to the lower of the current equalized assessed value as adjusted or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Added Property as of today's date, minus the total current homestead exemptions provided by Sections 19.23-1 and 19.23-1a of the Revenue Act of 1939 in the Added Property, shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

(c) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Original Redevelopment Project Area, over and above the initial equalized assessed value of each property in the Original Redevelopment Project Area as of November 28, 1990, minus the total current homestead exemptions provided by Sections 19.23-1 and 19.23-1a of the Revenue Act of 1939 in the Original Redevelopment Project Area, shall be allocated to and when collected shall be paid to the Treasurer of the City who shall deposit said taxes into a special fund, created by an ordinance adopted by the City Council of the City on November 28, 1990, and designated the "1990 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund" of the City and such taxes be used for the purpose of paying redevelopment project costs and obligations incurred in the payment of such redevelopment project costs; and

(d) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Added Property, over and above the initial equalized assessed value of each property in the Added Property as of today's date, minus the total current homestead exemptions provided by Sections 19.23-1 and 19.23-1a of the Revenue Act of 1939 in the Added Property, shall be allocated to and when collected shall be paid to the Treasurer of the City who shall deposit said taxes into a special fund, created by an ordinance adopted by the City Council of the City on November 28, 1990, and designated the "1990 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund" of the City and such taxes be used for the purpose of paying redevelopment project costs and obligations incurred in the payment of such redevelopment project costs.

SECTION 3. Invalidity of any Section. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

Passed on _____, ____, 1994.

_____
Mayor, City of Chicago

Recorded in the City Records
on _____, 1994.

Attest:

_____
City Clerk, City of Chicago

[Exhibit "C" referred to in this ordinance printed on page 54951 of this Journal.]

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

Exhibit "A".

Legal Description.

A tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along

said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C. L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide, as opened by the City Council Proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward

extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide, in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide, in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of

South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of Original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

Chicago Guarantee Survey Company, an Illinois corporation licensed as an Illinois Professional Land Surveyor, hereby certifies that the legal description attached hereto correctly describes the boundaries of the tract of land to be included in the Amended Central Station Area Tax Increment Redevelopment Project, in Chicago, Illinois.

Chicago Guarantee Survey Company

By: (Signed) Gregory J. Han

[Seal]

Chicago Guarantee Survey Company
Professional Land Surveyor Corporation No. 1
State of Illinois

Exhibit "B".

Street Location.

The boundaries of the proposed Near South T.I.F. District are generally described as South Lake Shore Drive, between East Roosevelt Road extended

and the northern boundary of McCormick Place II, on the east; the northern boundary of McCormick Place II, between South Lake Shore Drive and South Calumet Avenue on the south; South Calumet Avenue, between East Cullerton Street and East 21st Street on the east; East 21st Street, between South Calumet Avenue and South State Street on the south; South State Street, between 21st Street and Congress Parkway on the west; East Congress Parkway, between South State Street and South Michigan Avenue on the north; South Michigan Avenue, between East Congress Parkway and East Roosevelt Road on the east; and East Roosevelt Road, between South Michigan Avenue and South Lake Shore Drive on the north.

AUTHORIZATION FOR ISSUANCE OF TAX INCREMENT ALLOCATION BONDS FOR NEAR SOUTH REDEVELOPMENT PROJECT AREA.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52957 through 53152, recommending that the City Council pass the said proposed ordinance which authorizes the issuance of Tax Increment Allocation Bonds for the Near South Redevelopment Project Area.

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

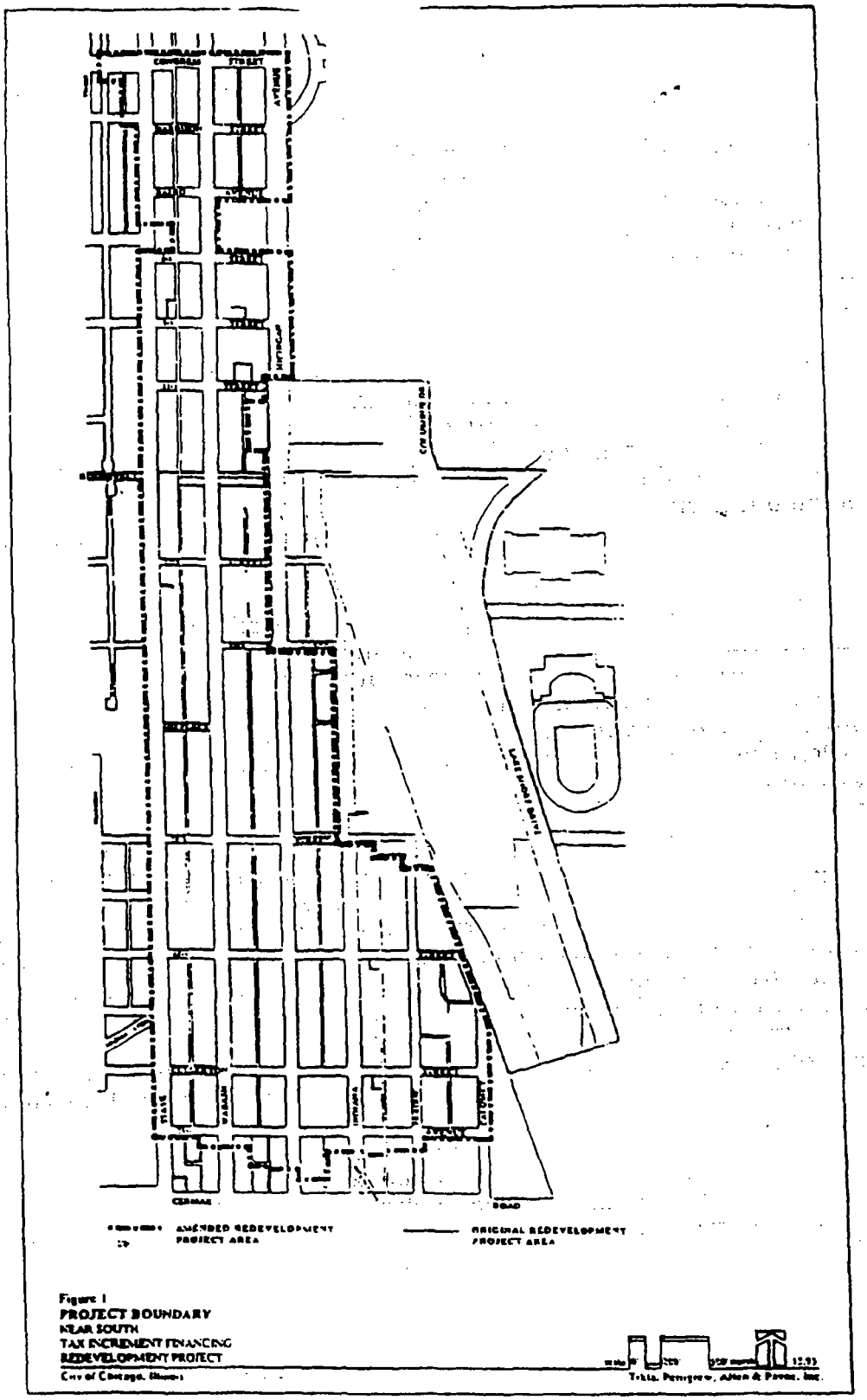
Yeas -- Aldermen Mazola, Haithcock, Tillman, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 40.

Nays -- Alderman Shiller -- 1.

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

(Continued on page 54952)

Exhibit "C".


AMENDED REDEVELOPMENT PROJECT AREA
ORIGINAL REDEVELOPMENT PROJECT AREA
Figure 1
PROJECT BOUNDARY
NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT

(Continued from page 54950)

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted November 28, 1990, the City of Chicago, Illinois (the "City"), designated a portion of the City as a "redevelopment project area" known as the Central Station Area Redevelopment Project Area (the "Original Project Area") in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as supplemented and amended (the "Act"); and

WHEREAS, The City held the necessary public hearings required by the Act and approved a redevelopment plan and redevelopment project for the Original Project Area; and

WHEREAS, Pursuant to an ordinance adopted July 24, 1991, the City issued its Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Series 1991 Bonds") for the purpose of paying a portion of the redevelopment project costs for the Original Project Area; and

WHEREAS, The City Council of the City has determined that the Original Project Area be expanded to include additional contiguous areas (the "Added Property" and, together with the Original Project Area, the "Expanded Project Area") pursuant to and in accordance with the Act; and

WHEREAS, In connection with the addition of the Added Property to the Original Project Area the City has held the necessary public hearings required by the Act and has, by an ordinance adopted by the City Council of the City on today's date, entitled "An Ordinance Adopting And Approving The Near South Redevelopment Area Project And Plan" (the "Redevelopment Ordinance"), approved the Expanded Area Redevelopment Plan (as defined in this Ordinance) for the Expanded Project Area; and

WHEREAS, The City has, by an ordinance adopted by the City Council of the City on today's date, and entitled: "An Ordinance Designating The Near South Redevelopment Project Area" (the "Designation Ordinance"), re-confirmed the designation of the Original Project Area and has designated the Expanded Project Area as a redevelopment project area as provided in the Act; and

WHEREAS, The City has, by an ordinance adopted by the City Council of the City on today's date, and entitled: "An Ordinance Adopting Tax Increment Allocation Financing For The Near South Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), adopted tax increment allocation financing to pay redevelopment project costs (as defined in the Act) as set

forth in the Expanded Area Redevelopment Plan for the Expanded Project Area and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the Expanded Project Area and tax rates be divided in accordance with the Act and as described in the T.I.F. Adoption Ordinance; and

WHEREAS, The City Council of the City has determined that it is necessary and in the best interest of the City that the City issue tax increment allocation bonds for the purposes of advance refunding the Series 1991 Bonds or purchasing the Series 1991 Bonds from their registered owners and paying a portion of the Project Costs (as defined in this Ordinance) for the Project (as defined herein); now, therefore,

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

SECTION 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, Division 74.4 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-74.4-1, et seq., as amended and supplemented from time to time.

"Additional Bonds" means any bonds issued in the future pursuant to Section 14 of this Ordinance on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

"Aggregate Certified Initial Equalized Assessed Value" means the aggregate of the Certified Initial Equalized Assessed Value of each piece of property in the Original Project Area and in areas encompassing the Added Property.

"Bond Closing Date" means the date on which there is delivery by the City of, and payment for, the Bonds.

"Bond Year" means a 12-month period commencing on December 1 of each calendar year and ending on November 30 in the next succeeding calendar year, provided, however, that the initial Bond Year with respect to the Bonds shall commence on the Dated Date and end as of November 30, 1994.

"Bonds" means the Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A authorized under this Ordinance.

"Capital Appreciation Bonds" means any Bonds payable as to principal and interest in one payment on a fixed date.

"Certified Initial Equalized Assessed Value" means (i) with respect to the Original Project Area, in the aggregate, $3,223,423, (ii) with respect to the Added Property, in the aggregate, the initial equalized assessed value of property encompassed within the Added Property as of the date of adoption of this Ordinance, and (iii) with respect to the Expanded Project Area, the sum of (i) and (ii), in each case as certified by the Clerk of the County of Cook, Illinois in accordance with Section 11-74.4-9 of the Act.

"City" means the City of Chicago, and its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compound Accreted Value" means, with respect to any Capital Appreciation Bond, as of any date of calculation, its original principal amount plus the investment return accrued to such date of 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").

"Credit Support Instrument" means a letter of credit, line of credit, insurance policy, guaranty, surety bond or other obligation issued by a Qualified Provider which guarantees or otherwise ensures the availability of funds to pay the principal or redemption price of or interest on any Bonds or by which the Qualified Provider shall be obligated to purchase Bonds from the registered owners of Bonds.

"Current Interest Bonds" means any Bonds payable as to principal on a fixed date or dates with interest payable semiannually on June 1 and December 1 of each year.

"Dated Date" means the dated date of the Bonds as designated in the Determination Certificate.

"Debt Service Reserve Requirement" means as of the date of calculation, the amount of money required to be deposited in the credit of the Reserve and Redemption Account, as provided in the Determination Certificate with respect to the Bonds, as such amount may be increased in accordance with terms of a Determination Certificate with respect to any Additional Bonds.

"Designated Officer" means the City Comptroller or his or her designees or assigns.

"Determination Certificate" means the certificate of the Designated Officer, filed with the office of the City Clerk, addressed to the City Council of the City, as provided in Section 6 of this Ordinance.

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

"Escrow Deposit Agreement" shall have the meaning set forth in Section 6(f) of this Ordinance.

"Expanded Area Redevelopment Plan" means the comprehensive program of the City for the Expanded Project Area approved by the City Council of the City pursuant to the Redevelopment Ordinance, and together with any further amendments and supplements to it.

"Expanded Project Area" means the Near South Redevelopment Project Area described more fully in Exhibit A attached to this Ordinance and designated by the City Council of the City pursuant to the Designation Ordinance.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of principal or interest on any of such obligations) of the character described in this definition as long as the receipt, certificate or other evidence of an ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safe keeping on behalf of the registered owners of the receipt, certificate or other evidence of ownership interest in them.

"Incremental Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Expanded Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Expanded Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Expanded Project Area over and above the Certified Initial Equalized Assessed Value of each such piece of property.

"Incremental Taxes Fund" means the 1994 Near South Redevelopment Project Area Special Tax Allocation Fund of the City, a special tax allocation fund for the Expanded Project Area established pursuant to Section 11-74.4-8 of the Act and originally created by an ordinance adopted by the City Council of the City on November 28, 1990, as continued and further described by Section 9 of this Ordinance.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the City as as officer, employee, underwriter, or person performing a similar function. Whenever it is provided in this Ordinance that the opinion or report of any independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the

signer has read this definition and that the signer is independent within its meaning.

"Junior Lien Bonds" shall mean obligations of the City payable from Pledged Revenues which are specifically subordinate and junior to the Bonds and any Additional Bonds.

"Maximum Annual Debt Service" means, at any given time of determination, an amount equal to the maximum principal and interest requirement on the Bonds then outstanding in the then current or in any succeeding Bond Year by reason of stated maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund.

"1991 Series Ordinance" means the City's ordinance with respect to the Series 1991 Bonds adopted by the City Council of the City on July 24, 1991.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with its terms.

"Original Area Redevelopment Agreement" means that certain Central Station Redevelopment Agreement, dated as of November 1, 1991, by and among the City, Central Station Development Corporation, Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreements numbered 1093252 and 1080000, Central Station Limited Partnership, 1304 South Indiana Avenue Limited Partnership and Forest City Central Station, Inc., as amended by First Amendment to Central Station Redevelopment Agreement (the "Amendment to Original Area Redevelopment Agreement"), a copy of the form of which Amendment is attached to this Ordinance as Exhibit C.

"Original Area Redevelopment Plan" means the comprehensive program of the City for the Original Project Area approved by the City Council of the City by an ordinance adopted on November 20, 1990.

"Original Project Area" means the Central Station Redevelopment Project Area established by the City Council of the City by an ordinance adopted on November 28, 1990.

"Phase I T.I.F. Improvements" shall have the meaning set forth in the Original Area Redevelopment Agreement.

"Phase II T.I.F. Improvements" means public and private improvements constructed within the Expanded Project Area.

"Pledged Revenues" means Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, premium, if any, Compound Accreted Value and/or interest on the Bonds, including,

without limitation, amounts on deposit in and pledged to various funds and accounts (other than the Program Expenses Account and the Rebate Account) as provided in this Ordinance, together with interest earnings thereon.

"Principal and Interest Requirements" means, for any Bond Year, the amount equal to the sum of (i) all principal (including mandatory sinking fund redemption payments) and interest payable on Current Interest Bonds in such Bond Year, (ii) the Compound Accreted Value due with respect to any Capital Appreciation Bonds in such Bond Year and (iii) all principal and interest and all Compound Accreted Value due with respect to any Additional Bonds in such Bond Year.

"Program Expenses" means, in any Bond Year, all initial and ongoing administrative expenses related to or incurred in connection with the Bonds and any Additional Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar or paying agent, (ii) the expected annual fees or premiums of any issuer or provider of any Credit Support Instrument with respect to the Bonds or any Additional Bonds, which expected annual fees may include additional amounts owing to such issuer or provider pursuant to any reimbursement or other agreement, other than reimbursement obligations arising from any draw or payment under such Credit Support Instrument and other than payments on the Bonds, (iii) fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code, and (iv) auditing fees incurred in connection with the preparation of the financial statements required pursuant to Section 10 of this Ordinance; but excluding, specifically, expenses of the City relating specifically to the administration of the Project.

"Project" means the redevelopment project approved by the Redevelopment Ordinance.

"Project Costs" means those costs included in the definition of "Redevelopment Project Costs" in the Act as in effect on the effective date of this Ordinance and shall also include any costs added to the definition of "Redevelopment Project Costs" in the Act from time to time after the effective date of this Ordinance; in no event, however, shall the removal of a cost from the definition of "Redevelopment Project Costs" from and after the effective date of this Ordinance cause such cost not to be a "Project Cost" within the meaning of this Ordinance.

"Qualified Financial Institution" means the Trustee and any bank, trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims paying abilities are rated in any of the three highest rating categories (without reference to subcategories) by a Rating Agency. For purposes of this definition, the term "financial services company" shall

include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into the transaction described in this Ordinance pertaining, applicable or limited to a Qualified Financial Institution.

"Qualified Investments" means Government Securities and any of the other following securities which at the time of investment of any amounts in any Fund or Account established pursuant to this Ordinance are legal investments under the laws of the State of Illinois for such Fund or Account:

(a) obligations of the Export-Import Bank of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Finance Bank, the Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration, the Federal Farm Bank and the Federal Home Loan Mortgage Association, including obligations of any other agency or corporation which has been or may be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which obligations of such agency or corporation have been approved for inclusion among such a list of agency or corporation obligations by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions of any such obligations (which may consist of specified portions of the interest on any such obligations) of the character described in this clause (a), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (a);

(b) direct and general obligations of the State of Illinois;

(c) direct and general obligations of any state, other than Illinois, which obligations are rated in either of the two highest rating categories by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds;

(d) repurchase agreements for obligations described in the definition of Government Securities and in clause (a) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least $50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the

Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent in that capacity were the registered owner of the underlying obligations) with a market value at least equal to the repurchase amount;

(e) negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in the definition of Government Securities or in subparagraphs (a), (b) or (c) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations), and provided 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, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation, or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on such deposits, investment agreements or similar banking arrangements or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements;

(f) money market funds investing solely in Government Securities; and

(g) investment agreements with Qualified Financial Institutions.

"Qualified Provider" means a Qualified Financial Institution which provides letters of credit, lines of credit, insurance policies, guaranties, surety bonds or other similar obligations for municipal bonds.

"Rating Agency" means any of Standard & Poor's Rating Group, Moody's Investors Services, Inc., Duff & Phelps Rating Co. or Fitch Investors Services, Inc., and their respective successors and assigns.

"Representation Letter" shall have the meaning set forth in Section 5(c) of this Ordinance.

"Series 1991 Bonds" means $4,400,000 aggregate principal amount of Tax Increment Allocation Bonds (Central Station Project), Series 1991A, authorized and issued under the 1991 Series Ordinance.

"Treasurer" means the City Treasurer of the City.

"Trustee" means Cole Taylor Bank, Chicago, Illinois, and its successors and assigns.

SECTION 2. Findings and Determinations. It is found and declared by the City Council of the City as follows:

(a) The City has designated the Original Project Area as a "redevelopment project area" within the meaning of the Act.

(b) On November 28, 1990, the City approved the Original Area Redevelopment Plan in its original form respecting the Original Project Area.

(c) Pursuant to Section 11-74.4-7 of the Act, the City is authorized to issue bonds to pay Project Costs and to refund or purchase obligations previously issued by the City under the Act, provided that the last maturity of any refunding obligation matures not later than 23 years after the date of the Original Area Redevelopment Plan.

(d) On November 1, 1991, the City issued the Series 1991 Bonds to pay a portion of the redevelopment project costs in respect of the Original Project Area.

(e) On the date of adoption of this Ordinance, pursuant to the Redevelopment Ordinance, the City approved the Expanded Area Redevelopment Plan respecting the Expanded Project Area.

(f) On the date of adoption of this Ordinance, pursuant to the Designation Ordinance, the City designated the Expanded Project Area as a "redevelopment project area" within the meaning of the Act.

(g) On the date of adoption of this Ordinance, pursuant to the T.I.F. Adoption Ordinance, the City approved tax increment allocation financing for the Expanded Project Area.

(h) It is necessary and in the best interest of the City to borrow money for the purposes of (i) providing funds to advance refund the Series 1991 Bonds or purchase the Series 1991 Bonds from their registered owners, (ii) paying for the Credit Support Instrument, if any, pertaining to the Bonds, (iii) paying a portion of the Project Costs which have been approved for the Original Project Area and the Expanded Project Area, (iv) paying a

portion of the interest accruing on the Bonds during the construction period for the Project, (v) paying certain expenses incurred in connection with the issuance of the Bonds and the advance refunding or purchase of the Series 1991 Bonds, and (vi) providing the required deposit to the Reserve and Redemption Account to the extent that monies held under the 1991 Series Ordinance are not so applied.

(i) The City is authorized by its home rule powers to issue Bonds for the purposes set forth in subparagraph (h) above.

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

SECTION 3. Authorization of the Bonds. There shall be issued by the City, for the purposes set forth in this Ordinance, "Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A" (the "Bonds") in an original aggregate principal amount of up to $35,000,000 plus original issue discount used in the marketing of the Bonds. The Bonds shall have the terms and provisions set forth in this Ordinance and the related Determination Certificate. Additional Bonds sharing ratably and equally with the Bonds in the Pledged Revenues may be issued pursuant to the provisions of a supplemental ordinance to this Ordinance, subject to the terms and conditions set forth in Section 14 of this Ordinance.

SECTION 4. General Terms And Provisions Of Bonds.

(a) Medium of Payment; Form and Date.

(i) The Bonds shall be issued as serial Current Interest Bonds, as term Current Interest Bonds subject to mandatory sinking fund redemption, as serial Capital Appreciation Bonds, term Capital Appreciation Bonds subject to mandatory sinking fund redemption or any combination of each.

(ii) Any Bonds issued as Current Interest Bonds shall be issued initially in fully registered form without coupons in denominations of $5,000 or any integral multiple of that amount. Any Bonds issued as Capital Appreciation Bonds shall be issued initially in fully registered form without coupons in denominations of $5,000 principal at maturity or any integral multiple of that amount. The Bonds shall be numbered as provided in the Determination Certificate. No single Bond shall represent Compound Accreted Value maturing on more than one date.

(iii) Current Interest Bonds shall be dated as of the Dated Date. Current Interest Bonds exchanged or transferred before the first interest payment date shall be dated as of the Dated Date. Current Interest Bonds delivered in exchange for other Bonds on or after that first interest payment date shall be dated as of their date of exchange or transfer if exchanged or transferred on an interest payment date, or if not exchanged

or transferred on such a date, shall be dated as of the interest payment date next preceding their date of exchange or transfer. However, notwithstanding the previous sentence, if the interest on such Bonds shall be in default, as shown by the records of the Trustee, Bonds delivered in fully registered form in exchange or transfer for Current Interest Bonds exchanged or transferred in default shall be dated as of the Dated Date or the date to which interest has been paid in full on the Bonds surrendered, whichever date is later. Capital Appreciation Bonds shall be dated as of the date they are initially issued and delivered to the initial purchasers from the City.

(iv) Each Current Interest Bond shall bear interest from its date, until the principal amount of such Bond is paid, such interest (computed on the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, with the first interest payment date being the June 1 or December 1 as determined by the Designated Officer at the time of sale of the Current Interest Bonds. Interest on each Current Interest Bond shall be paid in lawful money of the United States of America 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 Trustee, 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 Trustee. Each Capital Appreciation Bond shall bear interest from its date at the rate per year, compounded semiannually on each June 1 and December 1, with the first compounding date being the June 1 and December 1 as determined by the Designated Officer at the time of sale of the Capital Appreciation Bonds, which will produce the Yield to Maturity until its maturity date. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity or redemption dates.

(v) 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 percent per year.

(vi) The Bonds shall become due and payable on or before November 28, 2013, as determined by the Designated Officer in the Determination Certificate.

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

(viii) All Bonds shall have a certificate of authentication substantially in the form as set forth in this Ordinance, duly executed by the Trustee 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 Trustee 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 Trustee if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Ordinance. The Bonds shall have impressed or imprinted on them the corporate seal (or a facsimile of the corporate seal) of the City and shall be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk of the City, as they shall determine, 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.

(b) Negotiability, Transfer, Exchange and Registry.

(i) All the Bonds issued under this Ordinance shall be negotiable, subject to provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds shall remain outstanding, the City 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 that office, the City 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 City shall make all necessary provisions to permit the transfer and exchange of Bonds pursuant to this Ordinance at the corporate trust office of the Trustee. The Trustee is appointed Bond Registrar for the Bonds.

(ii) Each Bond shall be transferable only upon the books of the City, 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 Bonds in person or by the registered owner's agent 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 registered owner's duly authorized agent. Upon the surrender for transfer of any such Bond, the City shall execute (and cause to be authenticated by the Trustee), and deliver (a) 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 the same aggregate principal amount, or (b) 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 the same 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 the office of the Bond Registrar for the same aggregate principal amount of Current Interest Bond or Bonds of the same interest rate and maturity of other authorized denominations. Any Capital Appreciation Bond or Bonds may be exchanged at the office of the Bond Registrar for the same aggregate original principal amount of Capital Appreciation Bond or Bonds of the same 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 be authorized to authenticate, date and deliver such Bond. However, (a) 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 and (b) 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.

(iii) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the City shall execute and cause to be authenticated and the Bond Registrar shall deliver Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such transfers or exchanges shall be canceled by the Bond Registrar. For every such transfer of Bonds, whether temporary or definitive, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. No other charge shall be made by the City or the Bond Registrar as a condition precedent to such transfer. The cost of preparing each Bond upon each transfer or exchange, and any other expenses of the City or the Bond Registrar incurred in connection with the transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the City), shall be paid by the City. 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 fifteen days preceding mailing of a notice of redemption of such Bond.

(iv) The City and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the

absolute owner of such Bond, whether such Bond be overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made by any such registered owner or upon such registered 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 City nor the Bond Registrar shall be affected by any notice to the contrary. The City agrees to indemnify and save the Bond Registrar 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 Ordinance in so treating such registered owner.

(c) Book-Entry System.

(i) The Bonds initially shall be issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in subparagraph (b) above. Upon initial issuance, the ownership of each such 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 Bonds shall be registered upon the books of the City in the name of Kray, as nominee of Midwest, except as provided below. The Designated Officer 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 Ordinance as the "Representation Letter").

(ii) With respect to 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 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to in this Ordinance as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the 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 Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any notice with respect to the 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 Bond as shown upon the books of the City, of any amount with respect to principal of, redemption premium or interest on the Bonds. The City and the Trustee may treat and consider the person in whose name each Bond is registered upon the books of the

City as the registered owner and absolute owner of such Bond for the purpose of payment of principal, redemption premium 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 premium and interest on the Bonds only to or upon the order of the respective registered owners of the 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 to fully satisfy and discharge the City's obligations with respect to payment of principal of, redemption premium and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown upon the books of the City, shall receive a Bond certificate evidencing the obligation of the City to make payment of principal, redemption premium and interest with respect to any 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 4 of this Ordinance with respect to the payment of interest by the mailing of checks to the registered owners of Bonds at the close of business on the fifteenth day of the month next preceding the applicable interest payment date, the name "Kray" in this Ordinance shall refer to such new nominee of Midwest.

(iii) In the event that (i) the Designated Officer determines that Midwest is incapable of discharging its responsibilities described in this 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 Designated Officer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify Midwest, and may notify Midwest Participants, of the availability through Midwest of Bond certificates and the 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 Designated Officer may determine that the 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 Designated Officer, or such depository's agent or designee, and if the Designated Officer does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names of registered owners of Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 4 of this Ordinance.

(iv) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, redemption premium and interest on such Bond and all notices with respect to such

Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) Bonds Mutilated, Destroyed, Stolen or Lost. In the case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute and cause to be authenticated and delivered by the Trustee a replacement Bond of the same date, maturity, denomination and original principal amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of Current Interest Bonds) as the Bond so mutilated, destroyed, stolen or lost (but numbered or lettered so as to indicate that it is a replacement Bond), in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon filing with the City of evidence satisfactory to the City and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership of such Bond, and upon furnishing the City with indemnity satisfactory to it and complying with such other reasonable regulations as the City may prescribe and paying such expenses as the City may incur. All mutilated Bonds so surrendered to the City shall be canceled by the Trustee.

(e) Preparation of Definitive Bonds; Temporary Bonds. Until definitive Bonds are prepared, the City may execute and cause to be authenticated by the Trustee in the same manner as is provided in this Ordinance, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions, as the definitive Bonds (except as to the denominations) one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations of $5,000 or integral multiples of that amount, in the case of Current Interest Bonds, and in denominations equal to the original principal amount or any integral multiple of that amount, each such original principal amount representing Compound Accreted Value at maturity of $5,000 or any integral multiple of that amount, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Mayor or other Designated Officer is authorized to enter into such agreements as may be necessary or desirable with the purchasers of any Bonds for issuance of such temporary Bonds. The City at its own expense shall prepare, execute and cause to be authenticated by the Trustee and, upon the surrender of such temporary Bonds, for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrendered temporary Bonds, without charge to the registered owner of such Bonds, shall 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 Ordinance. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall then be promptly canceled by the Trustee.

SECTION 5. Redemption Of Bonds.

(a) Optional Redemption. Current Interest Bonds may be redeemable prior to their 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 102 percent of their principal amount, plus accrued interest to the date of redemption if not an interest payment date) as determined by the Designated Officer at the time of sale of the Bonds. Capital Appreciation Bonds may be redeemable prior to maturity at the option of the City, as determined by the Designated Officer at the time of their sales (at prices not to exceed 102 percent of their Compound Accreted Value at the date of redemption).

(b) Mandatory Sinking Fund Redemption. Certain of the Current Interest Bonds may be made subject to mandatory sinking fund 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 sinking fund redemption at the Compound Accreted Value at the date fixed for redemption, as determined by the Designated Officer at the time of their sale.

Any term Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Trustee, as provided below. To the extent that term Bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such term Bonds shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Designated Officer, 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 Designated Officer 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 Bonds through the purchase of such term Bonds in the open market. Bonds shall not be purchased in the open market at a price in excess of the principal amount or Compound Accreted Value of the Bonds plus the redemption premium, if any, applicable to the redemption of such Bonds on the next date on which they may be optionally redeemed plus, in the case of Bonds which are not Capital Appreciation Bonds, accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount or Compound Accreted Value of the 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 Designated Officer, 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 Designated Officer to the Trustee.

(c) Partial Redemption of Bonds. In the event of a redemption of less than all the Bonds of a maturity, the Trustee shall assign to each outstanding 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 Bond. The Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds as many numbers as, at $5,000 for each number, shall equal the principal amount or Compound Accreted Value of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount or Compound Accreted Value of each such 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.

(d) Notice of Redemption. When the Trustee shall receive notice from the Designated Officer of the City's election to redeem Bonds pursuant to this Ordinance, or when redemption of Bonds is required by this Ordinance, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds. The notice shall specify 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 maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds to be redeemed in part only, the notice shall also specify the respective portions of the principal amount or Compound Accreted Value to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond, the redemption premium of the specified portions of the principal or Compound Accreted Value to be redeemed, together, in the case of Bonds which are not Capital Appreciation Bonds, 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 Trustee shall mail a copy of the notice, first class 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 addresses, if any, appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any registered owner to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

In addition to the requirements set forth above, 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 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 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 the 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, Bond numbers, amounts called of each Bond for partial redemption, the date notice is given, the date of the issue, the interest rate and maturity date of the Bonds being redeemed, the redemption date, the redemption premium, if any, and the place or places of payment of the redemption premium, 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.

A second notice of redemption shall be given within sixty (60) days after the redemption date by the same means as the first notice was given, to any registered owner of redeemed Bonds, which have not been presented for payment within thirty (30) days after the redemption date.

If any of the 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 Ordinance and within the same time period with respect to the actual redemption date.

(e) Payment of Redeemed Bonds. Notice having been given in the manner provided in subparagraph (d) of this Section 5, the Bonds or portions of Bonds so called for redemption shall become due and payable on the redemption date so designated at the applicable redemption prices in the Bonds, plus, in the case of Bonds which are not Capital Appreciation Bonds, 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 presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or that registered owner's duly authorized attorney, such Bonds, or portions of such Bonds, as the case may be, shall be paid at the applicable redemption prices plus, in the case of Bonds which are not Capital Appreciation Bonds, interest accrued and unpaid to the redemption date on the Bonds to be redeemed. If there shall be selected for redemption less than all of the principal amount or Compound Accreted Value at maturity of a Bond, the City shall execute and deliver, upon the surrender of such Bond, without charge to the registered owner of that Bond, for the unredeemed portion of the principal amount or Compound Accreted Value at maturity of the Bond so surrendered, Bonds of like

maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions of the Bonds of any maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available for that redemption on that date and if notice of redemption shall have been given as provided in this Section 5, then from and after the redemption date, interest on the Bonds, or portions of Bonds of such maturity so called for redemption shall cease to accrue and become payable. If those moneys shall not be so available on the redemption date, such Bonds or portions of such Bonds shall continue to bear interest until paid at the same rate or yield to maturity as they would have borne had they not been called for redemption.

Any monies held by the Trustee in trust for the payment of the redemption premium of any of the Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the 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 Bonds shall look only to the City for the payment of such Bonds.

SECTION 6. Sale Of Bonds.

(a) Subject to the limitations set forth in the Section 6, the Designated Officer is authorized to determine the terms of the Bonds and to sell all or any portion of the Bonds, on such terms as the Designated Officer may deem to be in the best interests of the City. In connection with the sale of the Bonds, the Designated Officer shall make the following determinations: (a) the aggregate principal amount of the Bonds, (b) the amount of any original issue discount, (c) the maturities of the Bonds, (d) the issuance of the Bonds as serial Current Interest Bonds, term Current Interest Bonds subject to mandatory sinking fund redemption, serial Capital Appreciation Bonds, term Capital Appreciation Bonds subject to mandatory sinking fund redemption or any combination of each, (e) the numbering of the Bonds, (f) the amount of proceeds of the Bonds to be deposited in the Escrow Account or applied to purchase the Series 1991 Bonds from their registered owners, (g) the interest rate or rates per year payable on Bonds if issued as Current Interest Bonds, the Yield to Maturity and original principal amount if issued as Capital Appreciation Bonds, (h) the prices and other terms upon which the Bonds are subject to redemption, (i) the sale price of the Bonds (not less than 97 percent of the original principal amount less any net original issue discount), (j) the Dated Date for Current Interest Bonds, (k) the first interest payment date for Current Interest Bonds and/or the first compounding date for Capital Appreciation Bonds, (l) the Debt Service Reserve Requirement and the schedule for fully funding the same and (m) the conditions upon which the City may issue Additional Bonds, all as provided in and subject to the limitations expressed in this Ordinance. The Designated Officer may in the Determination Certificate make such changes to the terms of the Bonds

and the form of the Bonds from those provided in this Ordinance as he or she shall determine but which shall result in the Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The Designated Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance and to execute and deliver such other documents and take such other actions 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 the Designated Officer under this Ordinance upon original issuance, but subject to any limitations on or restrictions of such power or authority set forth in this Ordinance. The Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Designated Officer for delivery to the purchasers in accordance with the terms of sale.

(b) The Designated Officer is authorized to execute on behalf of the City a contract for the sale by the City of the Bonds pursuant to a negotiated sale. The City shall enter into a bond purchase agreement (the "Bond Purchase Agreement") with the initial purchaser or purchasers of the Bonds substantially in the form as previously used for similar tax increment bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Designated Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The Designated Officer is authorized and directed, with the concurrence of the Chairman of the Committee on Finance of the City Council, to execute the Bond Purchase Agreement on behalf of and in the name of the City.

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Bonds a preliminary Official Statement substantially in the form attached to this Ordinance as Exhibit B, with such other appendices and with such changes, including without limitation the specification of all amounts or sums in the preliminary Official Statement, as shall be approved by the Designated Officer. Upon sale of the Bonds, the Designated Officer is authorized and directed to cause the final Official Statement to be prepared and (i) delivered to the initial purchaser with respect to the Bonds, 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 final Official Statement is approved.

(d) Upon a finding by the Designated Officer that the purchase of a Credit Support Instrument for the Bonds is likely to facilitate the marketing and sale of the 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 Designated Officer is authorized to cause the City to purchase a Credit Support Instrument for the Bonds, payable from amounts received upon the sale of the Bonds. Such a Credit Support Instrument shall be provided by a Qualified Provider approved by the Designated Officer. The

Designated Officer may on behalf of the City make necessary covenants with respect to that Credit Support Instrument consistent with this Ordinance.

(e) Subsequent to such sale, the Designated Officer 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 Bonds, the interest rate or rates on the Bonds, the numbering of the Bonds, the redemption terms for the Bonds and such other terms identified in Section 6(a) of this Ordinance; (ii) an executed copy of the Bond Purchase Agreement; (iii) the final Official Statement; (iv) in the event the City elects to advance refund the Series 1991 Bonds, the final Escrow Deposit Agreement, as provided in Section 6(f)(i) of this Ordinance; and (v) in the event the City elects to purchase the Series 1991 Bonds from their registered owners, a certificate setting forth the purchase price of the Series 1991 Bonds, as provided in Section 6(f)(ii) of this Ordinance.

(f) (i) If the City is unable to purchase the Series 1991 Bonds from their registered owners upon the terms set forth in subparagraph (ii) below, the City shall enter into an Escrow Deposit Agreement (the "Escrow Deposit Agreement") with an escrow agent to be designated by the Designated Officer substantially in the form used for similar advance refundings of the City, with appropriate revisions to reflect the terms and provisions of the advance refunding of the Series 1991 Bonds and such other revisions in the text as the Designated Officer shall determine are necessary or desirable in connection with the advance refunding of the Series 1991 Bonds. The Designated Officer is also authorized to designate 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 Deposit Agreement.

(ii) Subject to the limitations set forth in this subparagraph (ii), the Designated Officer is authorized to purchase the Series 1991 Bonds from their registered owners at a price not exceeding 130% of their aggregate outstanding principal amount. Subsequent to such purchase, the Designated Officer will file in the Office of the City Comptroller, addressed to the City Council a certificate setting forth the purchase price of the Series 1991 Bonds. The Designated Officer is authorized to execute and deliver such documents, certificates, consents or agreements as may be required in connection with the purchase of the Series 1991 Bonds, including, without limitation, any directions or certificates required by the trustee for the Series 1991 Bonds.

SECTION 7. Security. The Bonds, together with the interest and redemption premium, if any, are limited obligations of the City, payable solely and only from Pledged Revenues, including the Incremental Taxes, as provided in this Ordinance. No registered owner of any Bond shall have the right to compel the exercise of any taxing power of the City for payment of principal of the Bond or interest or redemption premium, if any, on the Bond.

The Bonds do not constitute an indebtedness of the City or a loan of credit of the City within the meaning of any statutory or constitutional provision.

SECTION 8. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph 4 and the legend, "See Reverse Side for Additional Provisions", shall be omitted and the remaining paragraphs, commencing with paragraph 6, shall be inserted immediately after paragraph 5:

[Form Of Current Interest Bond -- Front Side]

Registered
No.

Registered
$

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond
(Near South Redevelopment Project), Series 1994A.

See Reverse Side For
Additional Provisions

Interest Rate: ___% Maturity Date: _____, ____ Dated Date: _____, ____ C.U.S.I.P.: _____

Registered Owner:

Principal Amount:

(1) The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided

to the Registered Owner identified above, or registered assigns as provided below, 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, commencing _____ 1, 199__, and on each June 1 and December 1 after _____ 1, 199__ until the Principal Amount is paid, except as the provisions set forth in this Bond with respect to redemption prior to maturity are 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 not have been paid. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both principal of this Bond and premium, if any, on 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 Cole Taylor Bank, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). Payment of interest on each interest payment date shall be made to the Registered Owner of the Bond on the registration books of the City maintained by the Trustee at the close of business on the 15th day of the month next preceding the interest payment date and shall be paid by check or draft of the Trustee 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 Trustee.

(2) This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from Pledged Revenues, including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Near South Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property (a) as of November 28, 1990 in the case of the portion of the Project Area established by the City on November 28, 1990 (the "Original Project Area") and (b) as of _____ ____, 1994, in the case of the portion of the Project Area added to the Original Project Area by the City on _____ ____, 1994, all as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purpose of providing funds (a) to advance refund or purchase from their Registered Owners the Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Series 1991 Bonds") of the City, [(b) to pay the premium or fee for a Credit Support

Instrument,] (c) to pay a portion of the Project Costs which have been approved for the Project Area, (d) to fund certain capitalized interest with respect to the Bonds, (e) to pay certain expenses incurred in connection with the issuance of the Bonds and the advance refunding or purchase of the Series 1991 Bonds and (f) to fund the Reserve and Redemption Account with respect to the Bonds, all as more fully described in an ordinance authorizing the issuance of the Bonds adopted by the City Council of the City on the _____ day of _____, 1994 (the "Bond Ordinance"), to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from Pledged Revenues, including the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both principal and interest, as stated above, at maturity, the Pledged Revenues, including the Incremental Taxes, are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Registered Owner Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

(3) Under the Act and the Bond Ordinance, the Incremental Taxes shall be deposited in the 1994 Near South Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying Program Expenses (as defined in the Bond Ordinance), paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Pledged Revenues, including Incremental Taxes, may be issued pursuant to the terms of the Bond Ordinance. Junior Lien Bonds with a subordinate lien on the Pledged Revenues, including the Incremental Taxes, also may be issued pursuant to the terms of the Bond Ordinance.

(4) 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.

(5) 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, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

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

(7) In Witness Whereof, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk, and its corporate seal or a facsimile of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Date identified above.

[Seal]

_____
Mayor

_____
City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A, of the City of Chicago, having an original dated date of _____ 1, 1994.

Trustee, Bond Registrar and Paying Agent:

Cole Taylor Bank

Cole Taylor Bank, as Trustee

By: _____
Authorized Officer

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

Tax Increment Allocation Bond

(Near South Redevelopment Project),

Series 1994A.

(8) This Bond is transferable by the Registered Owner of this Bond in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee 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 principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

(9) The Bonds are issued initially in fully registered form in the minimum denomination of $5,000 or any integral multiple of that amount. This Bond may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms, set forth in the Bond Ordinance.

(10) The City and the Trustee may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, 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.

(11) The Bonds due on December 1, ____, are subject to mandatory sinking fund redemption prior to maturity by operation of the Principal and Interest Account of the Incremental Taxes Fund at a price of par and accrued interest, without premium, on December 1 of the years and in the amounts as follows:

Year	Amount
	$

(maturity)

(12) Bonds maturing on or after December 1, ____ are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ____, from any available funds of the City, and if in part, in maturities selected by the City and by lot within a maturity as determined by the Trustee, at the redemption prices (expressed as a percentage of principal amount redeemed) on the dates as follows, plus accrued interest to the date fixed for redemption:

Redemption Dates (Inclusive)	Price (%)
December 1, ____ through November 30, ____	____
December 1, ____ through November 30, ____	____
December 1, ____ and thereafter	____

(13) If the City redeems pursuant to optional redemption, or purchases, Bonds which are subject to mandatory redemption and cancels them, then any 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 Trustee in writing of such determination.

(14) In the event of the redemption of less than all the Bonds of like maturity, the aggregate amount to be redeemed shall be $5,000 at maturity or an integral multiple of that amount 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. The Bonds to be redeemed 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 as shall equal $5,000 for each number assigned to it and so selected.

(15) Written notice of the redemption of any or all of the Bonds shall be given by the City to the Registered Owner of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

(16) The rights and obligations of the City and of the Registered Owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the Registered Owners of not less than a majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond Ordinance of any Bond without the express consent of the Registered Owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

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 _____ or its successor as 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 Capital Appreciation Bond -- Front Side]

Registered
No.

Registered
$

Compound Accreted
Value At Maturity
("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond
(Near South Redevelopment Project), Series 1994A.

See Reverse Side For
Additional Provisions

Interest Rate: ___% Maturity Date: _____, ____ Dated Date: _____, ____ C.U.S.I.P.: _____

Original Principal
Amount Per $5,000
Maturity Amount
$_____

Registered Owner:

(1) The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided

to the Registered Owner identified above, or registered assigns as provided below, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date of this Bond is the amount of interest accrued from the Dated Date of this Bond at a semiannual compounding rate necessary to produce the Yield to Maturity set forth above, compounded semiannually on each June 1 and December 1, as provided in this Bond, beginning _____ 1, 19__. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both principal of this Bond and premium, if any, on 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 Cole Taylor Bank, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). The Compound Accreted Value of this Bond per $5,000 Maturity Amount on June 1 and December 1 of each year, beginning _____ 1, 19__, 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 which Table is part of this Bond.

(2) This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from Pledged Revenues, including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Near South Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area"), by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property (a) as of November 28, 1990 in the case of the portion of the Project Area established by the City on November 28, 1990 (the "Original Project Area") and (b) as of _____ ____, 1994, in the case of the portion of the Project Area added to the Original Project Area by the City on _____ ____, 1994, all as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purpose of providing funds (a) to advance refund or purchase from their registered owners the Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Series 1991 Bonds") of the City, [(b) to pay the premium or fee for a Credit Support Instrument,] (c) to pay a portion of the Project Costs which have been approved for the Project Area, (d) to fund certain capitalized interest with respect to the Bonds, (e) to pay certain expenses incurred in connection with the issuance of the Bonds and the advance refunding or purchase of the Series 1991 Bonds, and (f) to fund the Reserve and Redemption Account with respect to the Bonds, all as more fully described in an ordinance authorizing

the issuance of the Bonds adopted by the City Council of the City on the _____ day of _____, 1994 (the "Bond Ordinance"), to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from the Pledged Revenues, including the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both principal and interest, as stated above, at maturity, the Pledged Revenues, including the Incremental Taxes, are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Registered Owner Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

(3) Under the Act and the Bond Ordinance, the Incremental Taxes shall be deposited in the 1994 Near South Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying Program Expenses (as defined in the Bond Ordinance), paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Pledged Revenues, including Incremental Taxes, may be issued pursuant to the terms of the Bond Ordinance. Junior Lien Bonds with a subordinate lien on the Pledged Revenues, including the Incremental Taxes, also may be issued pursuant to the terms of the Bond Ordinance.

(4) 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.

(5) 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, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

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

(7) In Witness Whereof, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk, and its corporate seal or a facsimile

of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Date identified above.

[Seal]

_____
Mayor

_____
City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A, of the City of Chicago, having an original dated date of _____ 1, 1994.

Cole Taylor Bank, as Trustee

By: _____
Authorized Officer

Trustee, Bond Registrar and Paying Agent:

Cole Taylor Bank

[Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

Tax Increment Allocation Bond

(Near South Redevelopment Project),

Series 1994A.

(8) This Bond is transferable by the Registered Owner of this Bond in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee 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 principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

(9) The Bonds are issued initially in fully registered form in original principal amounts representing a $5,000 Maturity Amount or any integral multiple of that amount. This Bond may be exchanged at the principal corporate trust office of the Trustee for the same aggregate original principal amount of Bonds of the same maturity upon the terms set forth in the Bond Ordinance.

(10) The City and the Trustee may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, 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.

(11) The Bonds maturing on December 1, ____, are subject to mandatory sinking fund redemption by operation of the Principal and Interest Account of the Incremental Taxes Fund prior to maturity on December 1 of the years ____ to ____ inclusive, and the Bonds maturing on December 1, ____ are subject to mandatory redemption prior to maturity by operation of the Principal and Interest Account of the Incremental Taxes Fund on December 1 of the years ____ to ____, inclusive, in each case at an amount equal to 100 percent of the Compound Accreted Value of such Bonds as of the date fixed for redemption.

(12) Bonds maturing on or after December 1, ____ are redeemable prior to maturity at the option of the City, in whole or in part, on any date on or after _____ 1, ____, from any available funds of the City, and if in part, in maturities selected by the City and by lot within a maturity as determined by the Trustee. The Bonds are redeemable at the redemption prices (being

expressed as a percentage of the Compound Accredited Value as of the date fixed for redemption) as set forth below:

Redemption Dates (Inclusive)	Price (%)
December 1, ____ through November 30, ____	____
December 1, ____ through November 30, ____	____
December 1, ____ and thereafter	____

(13) If the City redeems, pursuant to optional redemption, or purchases, Bonds which are subject to mandatory redemption and cancels them, then an amount equal to the Compound Accredited Value 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 Trustee in writing of such determination.

(14) In the event of the redemption of less than all the Bonds of like maturity, the aggregate amount to be redeemed shall be $5,000 at maturity or an integral multiple of that amount 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. The Bonds to be redeemed 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 as shall equal $5,000 for each number assigned to it and so selected.

(15) Written notice of the redemption of any or all of the Bonds shall be given by the City to the Registered Owner of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

(16) The rights and obligations of the City and of the Registered Owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the Registered Owners if not less than a majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity

or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond Ordinance of any Bond without the express consent of the Registered Owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

(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 _____ or its successor as 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 9. Incremental Taxes Fund -- Accounts. There has been created by ordinance duly adopted by the City on November 28, 1990, a special fund of the City, held by the City subject to the provisions of the 1991 Series Ordinance, which fund is held separate and apart from all other funds and accounts of the City and prior to the adoption of this Ordinance, was known as the 1991 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund. Upon the issuance of the Bonds and the defeasance or purchase by the City of the Series 1991 Bonds, the provisions of the 1991 Series Ordinance with respect to the 1991 Central Station Tax Increment Redevelopment Area Special Allocation Fund Incremental Taxes Fund will no longer be applicable, the provisions of this Section 9 shall apply

and that Fund shall be known as the 1994 Near South Redevelopment Project Area Special Tax Allocation Fund (the "Incremental Taxes Fund"). All of the Incremental Taxes previously set aside in the 1991 Central Station Tax Increment Redevelopment Area Special Allocation Fund and not otherwise expended shall remain on deposit in the Incremental Taxes Fund and all other Incremental Taxes collected after the date of the Ordinance shall be set aside as collected and be deposited by the Treasurer in the Incremental Taxes Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance, and any ordinance supplemental to this Ordinance authorizing the issuance of Additional Bonds.

The Bonds and any Additional Bonds are secured by a pledge of all Pledged Revenues, including all of the moneys on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

In accordance with the provisions of the Act, the Incremental Taxes are to be paid to the Treasurer by the officers who collect or receive the Incremental Taxes. At such time as the Treasurer receives any of the Incremental Taxes, the Treasurer promptly shall deposit the same into the Incremental Taxes Fund. The Treasurer promptly shall transfer all Pledged Revenues deposited with it in the Incremental Taxes Fund to the Trustee for application in accordance with the provisions of this Section 9. The moneys on deposit in the Incremental Taxes Fund shall be used by the City and the Trustee solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as provided in this Ordinance to the separate accounts created by this Ordinance within the Incremental Taxes Fund to be known as the "Program Expenses Account", the "Principal and Interest Account", the "Reserve and Redemption Account", the "General Account" and the "Rebate Account". The General Account shall be held by the City, and all other accounts of the Incremental Taxes Fund shall be held by the Trustee, except as provided below. Subject to the provisions of Section 14 of this Ordinance, the City may, but is not required to, establish separate sub-accounts in the Reserve and Redemption Account by an ordinance or ordinances supplemental to this Ordinance authorizing the issuance of Additional Bonds. As moneys are deposited by the City into the Incremental Taxes Fund, they shall be credited in the following order of priority:

(a) The Program Expenses Account. The Trustee shall credit to and shall deposit into the Program Expenses Account an amount of Incremental Property Taxes sufficient to pay Program Expenses for the current Bond Year. The City shall provide to the Trustee information, calculations or estimates of Program Expenses for the current Bond Year, and the Trustee may reasonably rely upon such information, calculations or estimates of such Program Expenses as necessary to determine the proper amount of such deposit into the Program Expenses Account.

(b) Principal and Interest Account. The Trustee shall next transfer the balance of the Incremental Property Taxes into the Principal and Interest Account. Except as provided below, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds and any Additional Bonds as the same become due. Capitalized interest received upon the sale of the Bonds shall be deposited to and held in the Capitalized Interest Sub-account created by this Ordinance within the Principal and Interest Account and shall be used to pay interest coming due on the Bonds prior to applying any other moneys for that purpose.

On or before thirty (30) days prior to each principal payment date on the Bonds or any Additional Bonds, the Trustee shall determine (i) the amount of Pledged Revenues to the credit of the Principal and Interest Account and (ii) the amount of proceeds of the Bonds or any Additional Bonds, if applicable, together with investment earnings on those proceeds, to the credit of the Capitalized Interest Sub-account. Moneys to the credit of the Capitalized Interest Sub-account shall be deemed the first moneys available to pay interest on the Bonds and on the Additional Bonds, as applicable, and shall be applied by the Trustee to first interest coming due on the Bonds and on the Additional Bonds, as applicable. The Trustee shall determine the amount, in addition to the amounts on deposit in the Principal and Interest Account and the Capitalized Interest Sub-account, required to pay principal, interest, and redemption premium and expenses, if any, on such principal payment date, which additional amount shall be paid from the Principal and Interest Account. Funds to the credit of the Principal and Interest Account in excess of such necessary amount shall first be transferred by the Trustee to the Reserve and Redemption Account as provided below and shall next be paid by the Trustee to and credited by the Treasurer to the General Account as described below.

(c) Reserve and Redemption Account. The Trustee shall next transfer the balance of the Pledged Revenues into the Reserve and Redemption Account until such account aggregates the Debt Service Reserve Requirement, and thereafter no such payments shall be made into that Account, except that when any money is paid out of that Account, payments shall be resumed and continued until that Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. The Designated Officer shall establish the Debt Service Reserve Requirement and the schedule for fully funding the same in the Determination Certificate. The Designated Officer is authorized and directed to determine and approve the same on behalf of and in the name of the City. The Trustee shall value the investments in the Reserve and Redemption Account on the fifteenth (15th) Business Day preceding each June 1 and December 1, commencing December 1, 1994. In determining the value of the investments in the Reserve and Redemption Account, such investments shall be valued at the market price of such investments. Moneys on deposit shall be transferred to the Principal and Interest

Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds or any Additional Bonds. Whenever a transfer to the Principal and Interest Account is made the Trustee shall promptly give written notice of such transfer to the City.

(d) The General Account. The balance of the Pledged Revenues remaining after crediting the required amounts to the respective accounts provided for above, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred by the Treasurer or the Trustee first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund, including the Rebate Account; second, for the purpose of crediting the amounts to the respective accounts established under any indenture with respect to any Junior Lien Bonds; and, after that, shall be used for one or more of the following purposes, without any priority among them:

(i) for the purpose of paying any Project Costs; or

(ii) for the purpose of redeeming Bonds or Additional Bonds; or

(iii) for the purpose of purchasing Bonds or Additional Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(iv) for the purpose of paying principal, interest or Compound Accreted Value of any Junior Lien Bonds; or

(v) for the purpose of redeeming any Junior Lien Bonds; or

(vi) for the purpose of purchasing Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(vii) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

(e) Rebate Account. There is created by this Ordinance a separate and special account within the Incremental Taxes Fund known as the "Rebate Account", which shall be held by the Trustee and into which there shall be deposited as necessary amounts necessary to fund the Rebate Account in anticipation of making required rebate payments to the United States in accordance with the provisions of the General Tax Certificate. The amount to be so deposited shall be certified to the Trustee from time to time by the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account. Amounts on deposit in the Rebate

Account are not pledged to the payment of the Bonds or any Additional Bonds.

(f) Investments. The moneys on deposit in the Incremental Taxes Fund and the various accounts in the Incremental Taxes Fund may be invested from time to time in Qualified Investments pursuant to directions from the City to the Trustee or by the Designated Officer to the Treasurer if held by the Treasurer in the General Account. Any such investments may be sold from time to time by the City as moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the Trustee and the Treasurer shall (with or without direction from the City) sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created in the Incremental Taxes Fund. Any earnings on such investments in the Reserve and Redemption Account shall be deposited to the Rebate Account at the direction of the City to the extent required to fund the Rebate Account in anticipation of making required rebate payments to the United States in accordance with the provisions of the General Tax Certificate. In the absence of such direction, such investment earnings shall be credited to and held in the Reserve and Redemption Account so long as the credit balance in said Account is less than the Debt Service Reserve Requirement, and next shall be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

SECTION 10. General Covenants. The City covenants and agrees with the registered owners of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The City will cause to be punctually paid from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Bonds and this Ordinance.

(b) The City will cause to be punctually paid and discharged, from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part of the Pledged Revenues, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing in this Ordinance shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(c) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Bonds and to the Pledged Revenues. Such books of record and accounts, and any report provided by the Developer to the City pursuant to Sections 3.10 and 5.03 of the Original Area Redevelopment Agreement, shall at all times during business hours be subject to the inspection of the registered owners of not less than ten percent (10%) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare, or cause the preparation of, within one hundred eighty (180) days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, audited financial statements with respect to the preceding fiscal year showing the Pledged Revenues received and all disbursements from the funds and accounts created by this Ordinance, on a consolidated basis, as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant. The City will furnish a copy of such statements to the Trustee and the Trustee is authorized to furnish such statements to any Bondholder upon written request.

(d) The City will preserve and protect the security of the Bonds and the rights of the Bondholders, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(e) The City will execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

SECTION 11. Execution of Instruments. Any Designated Officer and such other officers of the City as may be necessary are authorized to execute such documents as may be necessary to advance refund or purchase the Series 1991 Bonds, to implement the Project and to effect the issuance and delivery of the Bonds, including but not limited to:

(a) the First Amendment to Original Area Redevelopment Agreement;

(b) the Escrow Deposit Agreement; and

(c) a Construction Escrow Agreement,

and execution of such First Amendment to Original Area Redevelopment Agreement, Escrow Deposit Agreement and Construction Escrow Agreement by such officer is hereby deemed conclusive evidence of approval of each with such changes as may be effected.

SECTION 12. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest received by the City upon the sale of the Bonds shall be remitted to the Trustee for deposit in the Capitalized Interest Sub-account of the Principal and Interest Account.

(b) The City shall then allocate from the Bond proceeds an amount for expenses incurred in the issuance of the Bonds, which shall be deposited into an "Expense Fund" to be maintained by the Designated Officer and disbursed for such issuance expenses from time to time in accordance with usual City procedures for the disbursement of funds. Moneys not disbursed from the Expense Fund within six (6) months from the Bond Closing Date shall be transferred by the Designated Officer to the Trustee for deposit in the Project Fund described in this Ordinance, and any deficiencies in the Expense Fund shall be paid by disbursement from the Project Fund.

(c) An amount required to fund the Reserve and Redemption Account in accordance with the Determination Certificate shall be paid to the Trustee and credited to the Reserve and Redemption Account.

(d) (i) An amount sufficient to advance refund the Series 1991 Bonds (which exact amount shall be established in the Determination Certificate) shall be deposited in the Escrow Account with the Escrowee to accomplish the advance refunding of the Series 1991 Bonds, or, in the event the City elects to purchase the Series 1991 Bonds in accordance with Section 6(f)(ii), the City shall apply an amount (which exact amount shall be established in the Determination Certificate) to the purchase of such Bonds. Any proceeds deposited with the Trustee pursuant to the preceding sentence shall be held in a segregated account established pursuant to the terms of the Escrow Deposit Agreement.

(ii) The remaining proceeds of the Bonds shall be set aside in a separate fund created by this Ordinance and designated as the "Project Fund (Series 1994A)" (the "Project Fund"), which the City shall maintain. Money in said fund shall be withdrawn from time to time as needed for the payment of Project Costs and paying the $150,000 administrative fee for the City and the fees and expenses incidental to the Project not paid out of the Expense Fund and that money shall be disbursed by the City from time to time to pay Project Costs.

Within sixty (60) days after full depletion of the Project Fund or payment of all costs of the Phase I T.I.F. Improvements (as defined in the Original Area Redevelopment Agreement) and Phase II T.I.F. Improvements to be funded with the Bonds, the Commissioner of the Department of Planning and Development of the City or his or her designee shall provide certification in writing (a "Completion Certificate") to the Trustee of the fact of such completion. Upon delivery of such Completion Certificate to the Trustee, funds (if any) remaining in the Project Fund may first be applied, at the sole discretion of the City, to finance costs of Phase I T.I.F. Improvements or Phase II T.I.F. Improvements not otherwise financed with the proceeds of the Bonds or, if not so applied, shall be transmitted by the Trustee to the Treasurer, and the Treasurer shall credit those funds to the Incremental Taxes Fund; and the Project Fund shall be closed.

Pursuant to the Construction Escrow Agreement, if any, funds on deposit in the Project Fund may be invested by the Escrowee at the direction of the Designated Officer in Qualified Investments. All investment earnings in the Project Fund shall be transferred at the direction of the City to the Trustee for crediting to the Rebate Account as necessary to fund the Rebate Account in anticipation of making required rebate payments to the United States in accordance with the provisions of the General Tax Certificate. In the absence of such direction, such investment earnings shall be credited to the Project Fund.

SECTION 13. Arbitrage. The City certifies and covenants with the purchasers and registered owners of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated or proposed under the Code, as such regulations presently exist, or may from time to time be amended, supplemented or revised. The City reserves the right, however, to make any investment of such moneys permitted by Illinois law and this Ordinance, if, when and to the extent that said Section 148(a) or regulations promulgated under Section 148(a) 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, result in making the interest on the Bonds includible in the "gross income" of their registered owners for federal income tax purposes.

SECTION 14. Additional Bonds; Junior Lien Bonds. The City reserves the right to issue Additional Bonds and/or Junior Lien Bonds from time to time for the purposes authorized in the Redevelopment Plan. Any such

Additional Bonds shall share ratably and equally with the Bonds in the Incremental Taxes and the Funds and Accounts established under this Ordinance and shall have the terms established in the ordinance supplemental to this Ordinance authorizing such series of Additional Bonds. Additional Bonds shall not have any terms creating a preference or priority of any series of Additional Bonds over the Bonds or any other series of Additional Bonds, provided, however, that the City may, in any ordinance supplemental to this Ordinance, provide for the establishment of separate sub-accounts within the Reserve and Redemption Account of the Incremental Taxes Fund relating to one or more series of Additional Bonds. The creation of such separate sub-accounts shall not create a preference of any series of Additional Bonds over the Bonds or any other series of Additional Bonds with respect to Pledged Revenues, except to the extent that an ordinance supplemental to this Ordinance authorizing a series of Additional Bonds provides that amounts on deposit in any such sub-accounts shall secure only the one or more series of Additional Bonds with respect to which such sub-account is established. Any Junior Lien Bonds shall be subordinate to the Bonds and any Additional Bonds and shall have the terms established in the ordinances supplemental to this Ordinance authorizing such issuance of Junior Lien Bonds.

Additional Bonds shall be executed substantially in the form and manner set forth in this Ordinance with respect to the Bonds, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, there shall be filed with the Trustee the following:

(a) A certified copy of the supplemental ordinance of the City authorizing the issuance of the series of Additional Bonds;

(b) A request and authorization to the Trustee, on behalf of the City, to authenticate and deliver such Additional Bonds; and

(c) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

Notwithstanding the preceding paragraph, no Additional Bonds shall be issued except upon compliance with such conditions as the Designated Officer shall provide in the Determination Certificate, which conditions the Designated Officer is authorized and directed to determine and approve on behalf of and in the name of the City. Any Additional Bonds which may be issuable in compliance with this Ordinance shall have a Debt Service Reserve Requirement equal to Maximum Annual Debt Service or such lesser amount as shall be determined by the Designated Officer and provided in the Determination Certificate.

Notwithstanding any restrictions established pursuant to this Section 14, if, prior to the payment of the Bonds, the City shall determine, as provided in

Section 15 of this Ordinance, to refund part or all of the Bonds or Additional Bonds then outstanding, said Bonds or Additional Bonds may be refunded, and any Additional Bonds issued in a refunding may share ratably and equally in the Incremental Taxes with the portion, if any, of the Bonds and Additional Bonds which are not refunded without meeting the restrictions of paragraphs (a) and (b) of this Section 14 if the Principal and Interest Requirements are not increased for the then current Bond Year and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued.

Any Additional Bonds which may be issued in compliance with this Ordinance shall be payable as to principal on December 1 and as to interest on June 1 and/or December 1 in each year in which principal and interest come due.

SECTION 15. Refunding Bonds. Refunding bonds issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the City Council of the City under this Ordinance to the extent permitted by the Code, and, upon such issuance, shall be "Bonds" as defined under this Ordinance, subject to the limitations of this Ordinance and the Code.

SECTION 16. Defaults and Remedies. The events of default under this Ordinance and remedies for an event of default are as follows:

(a) Definition of Events of Default; Remedies. If one or more of the following events, called "Events of Default", shall happen, that is to say, in case:

(i) default shall be made in the payment of the principal of or redemption premium, if any, on any Bond or any Additional Bond when such payment shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(ii) default shall be made in the payment of any installment of interest on any Bond or any Additional Bond when and as such payment shall become due and payable; or

(iii) default shall be made by the City in the performance of any obligation in respect of the Reserve and Redemption Account and such default shall continue for thirty (30) days after such default; or

(iv) the City shall (1) commence 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, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property or (4) be adjudicated a bankrupt or have entered against

it any order for relief in respect of 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 and such order continues in effect for a period of sixty (60) days without stay or vacation; or

(v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry of such order, judgment or decree; or

(vi) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control; or.(vii) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring such default to be remedied shall have been given to the City by the Trustee (which may give such notice whenever it determines that such a default is subsisting and shall give such notice at the written request of the registered owners of not less than a majority of registered owners of the principal amount of the Bonds then outstanding),

then in each and every such case the Trustee may, and upon the written request of the registered owners of a majority of the principal amount of the Bonds affected by the Event of Default and then outstanding under this Ordinance shall proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained in this Ordinance or in aid or execution of any power granted by this Ordinance or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce those rights.

During the continuance of an Event of Default, all moneys received by the Trustee under this Ordinance from the City or from any other source shall be applied by the Trustee in accordance with the terms of subparagraph (i) below.

(b) Notice of Default. The Trustee shall within ninety (90) days after the occurrence of an Event of Default, mail to the Bondholders at the

address shown on the Bond Register notice of all Events of Default known to the Trustee unless such defaults shall have been cured before the giving of such notice.

(c) Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights under this Ordinance, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

(d) Right of Bondholders to Control Proceedings. Anything in this Ordinance to the contrary notwithstanding, the registered owners of a majority in principal amount of the Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred due to such remedial proceedings.

(e) Right of Bondholders to Institute Suit. No registered owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under this Ordinance, or for any other remedy under this Ordinance or on the Bonds unless such registered owner previously shall have given to the Trustee written notice of an Event of Default as provided above, and unless also the registered owner, or registered owners, of a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee by this Ordinance, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred by the Trustee as a result, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy under this Ordinance; it being understood and intended that no one or more registered owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance, except in the manner provided in this Ordinance, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all registered owners of the outstanding Bonds. Nothing in this Section 16 contained

shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on such Bondholders Bonds out of the Incremental Taxes Fund or special funds and accounts provided for such payment, or the obligation of the City to pay the same, out of said taxes or special funds and accounts, at the time and place in the Bonds expressed.

(f) Suits by Trustee. All rights of action under this Ordinance, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production of the Bonds at the trial or other proceeding relative to the Bonds, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the registered owners of the Bonds affected by such suit or proceeding, subject to the provisions of this Ordinance.

(g) Remedies Cumulative. No remedy conferred by this Ordinance upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Ordinance or now or later existing at law or in equity or by statute.

(h) Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence in such default; and every power and remedy given by this Section 16 to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

(i) Application of Monies After Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply all monies, securities and funds received by the Trustee pursuant to any right given or action taken under the provisions of this Section 16 as follows and in the following order:

(i) First, to the payment of the reasonable and proper expenses of the Trustee, the Bond Registrar and paying agents, and thereafter;

(ii) Second, to the payment of principal or redemption premium, if any, and interest then due on the Bonds as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied as follows:

(a) first, to the payment to the persons so entitled of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the

payment ratably, according to the amounts due on such installments, to the persons entitled to such payment, without any discrimination or preference;

(b) second, to the payment to the persons so entitled of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal ratably according to the amount of such principal due on such date, to the persons entitled to payment without any discrimination or preference; and

(c) third, to the payment of the redemption premium, if any, on and the principal of any Bonds called for redemption pursuant to the provisions of this Ordinance.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the Bonds as provided above, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled to payment without any discrimination or preference.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agents, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which

shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the registered owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

SECTION 17. Pertaining to the Trustee. The Trustee under this Ordinance is the Trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set out as follows:

(a) Acceptance by Trustee. The Trustee shall accept the trusts hereby created by certificate of acceptance duly delivered, but only upon the terms and conditions set forth in this Section 17.

(b) Performance of Duties. The Trustee shall, prior to an Event of Default, and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Ordinance, using such care as a corporate Trustee ordinarily would use in performing trusts under a corporate indenture or trust or depositary agreement. The Trustee shall, during the existence of any such Event of Default which had not been cured, exercise such of the rights and powers vested in it by this Ordinance, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) Prior to an Event of Default under this Ordinance and after the curing of all such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed in any certificate or opinion furnished to the Trustee conforming to the requirements of this

Ordinance; but in the case of any such certificate or opinion which by any provision of this Ordinance is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine such certificate or opinion to determine whether or not it conforms to the requirements of this Ordinance.

(ii) At all times, regardless of whether or not any Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the registered owners of not less than a majority (or such larger percentage as is otherwise specifically required by the terms of the Ordinance) in aggregate principal amount of all the Bonds at the time outstanding.

(iii) None of the provisions contained in this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

(iv) The Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to take notice or be deemed to have notice of any default under this Ordinance, except failure by the City to cause to be made any of the payments to the Trustee required to be made by Section 9, unless the Trustee shall be specifically notified in writing of such default by the City or by the registered owners of a majority in aggregate principal amount of all Bonds then outstanding, and all notices or other instruments required by this Ordinance to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, addressed to its Trust Department, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as otherwise provided in this Ordinance.

(v) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Project Area and the Bonds, and to take such memoranda from and in regard to the Project Area and the Bonds as may be desired.

(vi) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(vii) Notwithstanding any other provision of this Ordinance, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Ordinance, any showings, certificates, opinions, appraisals or other information or corporate action or evidence of the foregoing, in addition to that by the terms of this Ordinance required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the withdrawal of any cash or the taking of any other action by the Trustee.

(viii) Before taking any action under this Section 17, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken.

(ix) All monies received by the Trustee or any paying agent shall, until used or applied or invested as provided in this Ordinance, be held in trust for the purposes for which they were received.

(c) Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) of this Ordinance:

(i) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond, or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii) any notice, request, direction, election, order or demand of the City mentioned in this Ordinance shall be sufficiently evidenced by an instrument signed in the name of the City by its Mayor or its City Clerk (unless other evidence in respect of any such notice, request, direction, election, order or demand be specifically prescribed in this Ordinance); and any resolution of the City Council of the City may be evidenced to the Trustee by a copy of such resolution certified by the City Clerk under the City seal;

(iii) the Trustee may consult with counsel (who may but need not be counsel for the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it pursuant to this Ordinance in good faith and in accordance with the opinion of such counsel; and

(iv) whenever in the administration of the trusts under this Ordinance, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence is specifically prescribed in this Ordinance) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the City; and such certificate of the City shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Ordinance upon the faith of the City.

(d) Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals in this Ordinance or in the Bonds (except the Trustee's certificate of authentication on the Bonds), all of which are made by the City solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Ordinance, or of any ordinance supplemental to this Ordinance, or of the Bonds, or the sufficiency of the taxes to pay the principal of and interest on the Bonds, or for the security afforded by this Ordinance or for the validity of any securities at any time held under this Ordinance, and the Trustee makes no representation with respect to the foregoing. The Trustee shall not be accountable for the use or application by the City of any Bonds authenticated and delivered under this Ordinance or of the proceeds of such Bonds, or for the use or application of any monies paid over by the Trustee in accordance with any provision of this Ordinance.

(e) Trustee May Acquire Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and may otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee under this Ordinance.

(f) Moneys Need Not Be Segregated. Subject to the provisions of Sections 9 and 19 of this Ordinance, all moneys received by the Trustee shall until used or applied as provided in this Ordinance, although held in trust for the purposes for which they were received, need not be segregated from other funds except to the extent required by this Ordinance or by law. Notwithstanding the foregoing, the Trustee shall invest moneys held by it under this Ordinance pursuant to the applicable provisions of this Ordinance.

(g) Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of registered owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of subparagraph (b)(viii) of this Section 17, shall do so if requested in writing by the registered owners of a majority in aggregate

principal amount of all Bonds then outstanding. The rights and obligations of the Trustee to intervene in any such judicial proceeding under this Section 17 are subject to the approval of a court of competent jurisdiction if approval of such intervention is otherwise required by law.

(h) Compensation of Trustee. The City covenants and agrees to cause to be paid from the Incremental Taxes Fund to the Trustee from time to time, and the Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts created by this Ordinance and in the exercise and performance of any of the powers and duties under this Ordinance of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the City will pay or reimburse the Trustee upon its request for all expenses (ordinary and extraordinary), disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Ordinance, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its negligence or bad faith. The City also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability, expense or advance incurred or made without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including fees for legal, engineering and other professional services deemed advisable by the Trustee and all costs and expenses of defending itself against any claim of liability in the premises. The obligations of the City under this paragraph to compensate the Trustee for services and to pay and/or reimburse the Trustee for expenses, disbursements, liabilities and advances shall constitute additional indebtedness under this Ordinance. In default of the payment of such additional indebtedness by the City, the Trustee shall have a lien for such additional indebtedness on any moneys held by the Trustee under this Ordinance prior to any rights in such moneys of the registered owners of the Bonds except funds held in trust by the Trustee for the benefit of the registered owners of particular Bonds.

(i) Qualifications of Trustee. There shall at all times be a Trustee under this Ordinance which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000; and shall be subject to supervision or examination by federal or state authority. Any such Trustee, except for a successor Trustee appointed under subparagraph (j)(iii) of this Section 17, shall have its principal office and place of business in the State of Illinois; provided, however, if there be no such corporation qualified under this Ordinance and willing to so act as Trustee, any such Trustee shall then meet the requirements of a successor Trustee set forth in subparagraph (j)(iii). If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining

authority above referred to, then for the purposes of this paragraph, the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in paragraph (j) of this Section 17.

(j) Resignation or Removal of Trustee and Appointment of Successor.

(i) The Trustee may at any time resign by giving written notice to the City and by giving to the Bondholders notice by publication of such resignation, which notice shall be published at least once in a financial newspaper or journal printed in the English language and customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and by first class mail to the names and addresses shown on the Bond Register. If, because of the temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of resignation in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Upon receiving such notice of resignation, the City promptly shall appoint a successor Trustee by an instrument in writing executed by order of the City Council of the City. If no successor Trustee shall have been so appointed and have accepted appointment within sixty (60) days after the publication of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide registered owner of a Bond or Bonds for at least six (6) months may, on behalf of himself or herself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(ii) In case at any time any of the following shall occur:

(1) the Trustee shall cease to be eligible in accordance with the provisions of paragraph (i) or subparagraph (j)(iii) of this Section 17 and shall fail to resign after written request for its resignation by the City or by any Bondholder who has been a bona fide registered owner of a Bond or Bonds for at least six (6) months; or

(2) the Trustee shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, the

City may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the City Council of the City or any Bondholder may, on behalf of himself or herself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(iii) The registered owners of a majority in aggregate principal amount of all the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by such Bondholders. Such successor Trustee shall be a corporation or association authorized under applicable laws to exercise corporate trust powers and may be incorporated or associated under the laws of the United States or of the State of Illinois. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in paragraph (i) of the Section 17.

(iv) The City, subject to the approval of the registered owners of a majority in aggregate principal amount of all the Bonds at the time outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

(v) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this paragraph (j) shall become effective upon acceptance of appointment by the successor Trustee as provided in paragraph (k) of this Section 17.

(k) Concerning the Successor Trustee. Any successor Trustee appointed as provided in paragraph (j) of this Section 17 shall execute, acknowledge and deliver to the City and to its predecessor Trustee an instrument accepting such appointment under this Ordinance, and upon such acceptance, the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under this Ordinance, with the same effect as if originally named as Trustee in this Ordinance; but nevertheless on the written request of the City or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts expressed in this Ordinance, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the City shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee of all such

rights, powers and duties. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all funds held or collected by such Trustee to secure the amounts due it as compensation reimbursement, expenses and indemnity afforded to it by paragraph (h) of this Section 17.

No successor Trustee shall accept appointment as provided in this paragraph (k) unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of paragraph (i) or subparagraph (j)(iii) of this Section 17.

Upon the acceptance of appointment by a successor Trustee as provided in this paragraph (k), the City shall publish notice of the succession of such Trustee to the trusts under this Ordinance at least once in a financial newspaper or journal, printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and shall mail a copy of such notice to each person whose name appears on the Bond Register. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of succession in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. If the City fails to publish and mail such notice within ten (10) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be published and mailed at the expense of the City.

(l) Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this Ordinance without the execution or filing of any paper or any further act on the part of any of the parties to this Ordinance, anything in this Ordinance to the contrary notwithstanding, provided that such successor Trustee shall be eligible under the provisions of paragraph (k) or subparagraph (j)(iii) of this Section 17.

(m) Financial Statements, Books and Accounts. The Trustee shall retain all financial statements furnished to it by the City pursuant to this Ordinance for at least a period of seven (7) years after the receipt of such financial statements. The Trustee shall provide an accounting to the City not less than thirty (30) days after the end of each fiscal year of the City showing all receipts, disbursements, fund balances, and investments relating to the Funds held by the Trustee under this Ordinance and shall otherwise assist the City in any reasonable manner in complying with Section 10(c) of this Ordinance.

(n) Trustee May Act Through Agents and Co-Trustees. The Trustee may execute any of the trusts or powers of this Ordinance and perform any duty under this Ordinance either directly or by or through its agents or attorneys. With the prior consent of the City given in writing by the Designated Officer, the Trustee may appoint a co-trustee or co-trustees having a principal place of business in the State of Illinois and who shall meet the requirements for a successor trustee set forth in paragraph (k) of this Section 17. The Trustee may delegate to such co-trustee or co-trustees such power, rights, duties, and responsibilities as the Trustee may deem necessary or desirable in order to permit the lawful execution of the trusts set forth in this Ordinance without qualifying to do business or otherwise subjecting itself to the jurisdiction of any regulatory authority of the State of Illinois.

SECTION 18. Evidence of Bondholder Action. Any request, direction or other instrument required by this Ordinance to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument, or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Ordinance and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws of such jurisdiction, has power to take acknowledgments within said jurisdiction, to the effect that the person signing such writing acknowledged before her the execution of such writing, or by an affidavit of a witness to such execution;

(b) The ownership of the Bonds shall be proved by the Bond Register.

SECTION 19. Payment and Discharge; Refunding. The Bonds may be discharged, payment provided for, and the City's liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the City shall pay or cause to be paid to the registered owners of the Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on the Bonds or any Additional Bonds, respectively, at the times and in the manner stipulated in the Bonds or any Additional Bonds, and in this Ordinance, (ii) all fees and expenses of the Trustee, the bond registrar and the paying agents shall have been paid, and (iii) the City shall keep, perform and observe all and singular the covenants and promises in the Bonds or any Additional Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights granted by

this Ordinance with respect to the Bonds or any Additional Bonds so paid, shall cease, determine and be void, and thereupon the Trustee shall execute and deliver to the City such instruments in writing as shall be requisite. If the City shall pay or cause to be paid to the registered owners of all outstanding Bonds or any Additional Bonds, as applicable, or of a particular maturity within any series of such Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on such Bonds or any Additional Bonds at the times and in the manner stipulated in them and in this Ordinance, such Bonds or any Additional Bonds, as applicable, shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the City to the registered owners of such Bonds or any Additional Bonds, as applicable, shall cease, terminate and become void and discharged and satisfied.

(b) Provisions for Payment. Bonds or any Additional Bonds, as applicable, the payment for or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds or any Additional Bonds), shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds or any Additional Bonds, as applicable, are to be redeemed prior to their maturity, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Trustee shall have been made for the giving of such notice. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds or any Additional Bonds, as applicable, and, if applicable, without rendering the interest on them taxable under the Internal Revenue Code of the United States.

The City may at any time surrender to the Trustee for cancellation by it any Bonds or any Additional Bonds, as applicable, previously authenticated and delivered under this Ordinance, which the City may have acquired in any manner whatsoever, and such Bonds or any Additional Bonds, as applicable, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of City's Liability. Upon the discharge of all indebtedness incurred under this Ordinance, or under any Additional Bonds issued under this Ordinance, or upon the deposit with the Trustee of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) of this Section 18) for the retirement of any particular Bonds or Additional Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners of such Bonds or

Additional Bonds shall after that be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Trustee for their payment, subject to the provisions of paragraph (d) of this Section 18.

(d) Unclaimed Moneys. The Trustee shall continue to hold in trust all moneys held by it for the payment of principal of and interest and redemption premium, if any, on the Bonds or Additional Bonds until they shall have been presented for payment. If, after the expiration of the pertinent statute of limitations (as to which the Trustee may rely upon counsel of its own choosing), any money remains unclaimed, the Trustee shall pay said money over to the City for use for any lawful corporate purpose or shall pay such money as is then otherwise provided by law.

SECTION 20. Supplemental Ordinances. Supplemental ordinances may be passed as follows:

(a) Supplemental Ordinances Not Requiring Consent of Bondholders. The City by the City Council of the City, and the Trustee from time to time, subject to the conditions and restrictions in this Ordinance contained, may pass and accept an ordinance or ordinances supplemental to this Ordinance, which ordinance or ordinances thereafter shall form a part of this Ordinance, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Ordinance, to add other covenants and agreements to be observed, or to surrender, restrict or limit any right or power reserved in this Bond Ordinance to, or conferred upon, the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the City may deemed necessary or desirable and not inconsistent with this Ordinance and which in the opinion of the Trustee shall not adversely affect the interests of the registered owners of the Bonds;

(iii) to designate one or more bond registrars or paying agents;

(iv) to comply with the provisions of Section 17(c) of this Ordinance when money and the Government Securities designated in accordance with that section to be sufficient to provide for the retirement of Bonds shall have been deposited with the Trustee;

(v) as to Bonds which are authorized but unissued under this Ordinance:

(1) to change the amount of Bonds authorized, or

(2) to change in any way the terms upon which such Bonds may be issued or secured; and

(vi) to provide for Additional Bonds pursuant to the provisions of Section 14 of this Ordinance.

Any supplemental ordinance authorized by the provisions of this Section 20 may be passed by the City and accepted by the Trustee without the consent of or notice to the registered owners of any of the Bonds at the time outstanding, notwithstanding any of the provisions of paragraph (b) of this Section 20, but the Trustee shall not be obligated to accept any such supplemental ordinance which affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise.

(b) Supplemental Ordinances Requiring Consent of Bondholders. With the consent (evidenced as provided in Section 16) of the registered owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, the City, by the City Council of the City may pass, and the Trustee may accept from time to time and at any time an ordinance or ordinances supplemental to this Ordinance for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or the creation of a preference or priority of any Additional Bond or Bonds over any Bond or Bonds or any other Additional Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the taxes pledged to the Bonds without the consent of the registered owners of all the Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such ordinance and upon the filing with the Trustee of evidence of the consent of Bondholders, the Trustee shall accept such supplemental ordinance (unless such supplemental ordinance affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, accept such supplemental ordinance).

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance of such proposed supplemental ordinance.

Promptly after the passage by the City and the acceptance by the Trustee of any supplemental ordinance pursuant to the provisions of this paragraph, the Trustee, at the expense of the City, shall send written notice of such supplemental ordinance to the registered owners of outstanding Bonds, Additional Bonds and Junior Lien Bonds. Such notice shall set forth in general terms the substance of such supplemental ordinance. Any failure of the City to give such notice, or any defect in such notice, shall not, however, in any way impair or affect the validity of any such supplemental ordinance.

(c) Supplemental Ordinance to Modify this Ordinance. Upon the execution of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be modified and amended in accordance with the supplemental ordinance and the respective rights, duties and obligations under this Ordinance of the City, the Trustee and all registered owners of Bonds outstanding under the Bonds shall be determined, exercised and enforced under this Ordinance subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be and be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Trustee May Rely Upon Opinion of Counsel Regarding Supplemental Ordinance. Subject to the provisions of Section 17(b), the Trustee may receive an opinion of counsel as conclusive evidence that any supplemental ordinance executed pursuant to the provisions of this section complies with the requirements of this section.

(e) Notation on Bonds. Bonds authenticated and delivered after the execution of any supplemental ordinance pursuant to the provision of this section may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds, so modified as to conform, in the opinion of the Trustee and the City Council of the City, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared by the City, authenticated by the Trustee and delivered without cost to the registered owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts.

SECTION 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and upon the acceptance of the duties under this Ordinance between the City and the Trustee, no changes, additions or alterations of any kind shall be made to this Ordinance, except as provided in it.

SECTION 22. Partial Invalidity. 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 23. Registered Form. The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest on the Bonds be excludable from the "gross income" of their registered owners for federal income tax purposes under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 24. List of Bondholders. The Trustee shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

SECTION 25. Rights and Duties of Trustee. If requested by the Trustee, the Mayor and City Clerk of the City are authorized to execute the Trustee's standard form of agreement between the City and the Trustee with respect to the obligations and duties of the Trustee under this Ordinance, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided in this Ordinance;

(b) to maintain a list of Bondholders and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided in this Ordinance;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds canceled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is directed by this Ordinance to file a certified copy of this Ordinance with the Trustee.

SECTION 26. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts of the foregoing, in conflict with the provisions of this Ordinance, are to the extent of such conflict repealed by this Ordinance.

SECTION 27. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based on the Bonds or upon any obligation, covenant or agreement in this Bond Ordinance contained against any past, present or future officer, director, member, employee or agent of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is expressly waived and released by this Ordinance as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

SECTION 28. Effective Date. This Ordinance shall be published in pamphlet form by the City Clerk, by causing to be printed at least 25 copies of this Ordinance, 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 it. This ordinance shall be in full force and effect upon its adoption and approval by the Mayor.

Passed on _____ ____, 1994.

_____
Mayor, City of Chicago

Recorded in the City Records
on _____, 1994.

Attest:

_____
City Clerk, City of Chicago

Acceptance By Trustee.

The Undersigned Trustee does hereby acknowledge receipt of a duplicate original of the above ordinance of the City of Chicago, Illinois, and does hereby agree to perform the trusts imposed in it.

Dated this _____ day of _____, 199____.

_____
Trustee

By: _____

Attest:

_____

[Seal]

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description Of The

Near South

Redevelopment Project Area.

A tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running; thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C. L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide, as opened by the City Council Proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof

to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the

west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5, a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of Original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

Chicago Guarantee Survey Company, an Illinois corporation licensed as an Illinois Professional Land Surveyor, hereby certifies that the legal description attached hereto correctly describes the boundaries of the tract of land to be included in the Amended Central Station Area Tax Increment Redevelopment Project, in Chicago, Illinois.

Chicago Guarantee Survey Company

By: (Signed) Gregory J. Han

[Seal]

Chicago Guarantee Survey Company
Professional Land Surveyor Corporation No. 1
State of Illinois

Exhibit "B".

Form Of Preliminary Official Statement

Dated _____, 1994.

New Issue -- Global Book Entry.

Subject to compliance by the City with certain covenants, in the opinion of Schiff Hardin & Waite and Carney & Brothers, Ltd., Co-Bond Counsel, under present law, interest on the Bonds is not includable in gross income for federal income tax purposes and thus is exempt from federal income taxes based on gross income. Interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax on individuals but will be taken into account in computing the corporate alternative minimum tax. Interest on the Bonds is not exempt from present Illinois income taxes. See the discussion under the heading "Tax Exemption".

$\$_____$*

City Of Chicago

Tax Increment Allocation Bonds

(Near South Redevelopment Project)

Series 1994A.

Dated: July 1, 1994

Due: December 1, as shown below

The Bonds will be issued in fully registered form in denominations of $5,000 or any integral multiple thereof. Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."), will act as the securities depository of the Bonds and its nominee will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by M.S.T.C.. For further details on ownership, payments, notices and other matters under the book-entry only system, see "Description of the Bonds -- Book-Entry System" herein.

Interest on the Bonds is payable on each June 1 and December 1, commencing December 1, 1994. Principal of and premium, if any, on each Bond is payable at maturity or prior redemption. All payments will be made by Cole Taylor Bank, Chicago, Illinois, as Trustee. The Bonds are subject to redemption prior to maturity as fully described herein.

Proceeds of the Bonds will be used for the purpose of (i) advance refunding $4,205,000 aggregate principal amount of the City's Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Series 1991A Bonds"), (ii) paying a portion of the Project Costs for Phase I Public Improvements and Phase II Improvements of the Near South Redevelopment Project described herein, (iii) funding certain capitalized interest, (iv) funding [a portion of] the debt service reserve requirement for the Bonds and (v) paying certain costs of issuance of the Bonds.

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* Preliminary subject to change.

The Bonds are special limited obligations of the City, payable solely and only from Pledged Revenues, including Incremental Property Taxes, as described herein, and from amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of The Bonds Will Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Any Payment Of The Principal Of, Or Interest Or Premium, If Any, On The Bonds.

$_____ Serial Bonds*

Maturity Date (December 1)	Principal Amount	Interest Rate	Price Or Yield	Maturity Date (December 1)	Principal Amount	Interest Rate	Price Or Yield

$_____ ____% Term Bonds due December 1, ____ -- Price __%*
(plus accrued interest from July 1, 1994)

The Bonds are offered when, as, and if issued by the City, subject to the delivery of the legal opinions of Schiff Hardin & Waite and Carney & Brothers, Ltd., Chicago, Illinois, Co-Bond Counsel. Certain legal matters will be passed upon for the City by its Corporation Counsel; and for the Underwriter by its co-counsel, Katten Muchin & Zavis and Armendariz & Magdziarz, Chicago, Illinois. It is expected that the Bonds, in definitive form, will be available for delivery in Chicago, Illinois, on or about _____, 1994.

Gardner Rich & Company.

_____, 1994

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* Preliminary subject to change.

City Of Chicago

Mayor
Richard M. Daley

City Treasurer
Miriam Santos

City Clerk
Ernest R. Wish

City Council
Committee On Finance
Edward M. Burke, Chairman

City Comptroller
Walter K. Knorr

Budget Director
Paul G. Vallas

Corporation Counsel
Susan S. Sher

Co-Bond Counsel
Schiff Hardin & Waite
Chicago, Illinois

Carney & Brothers, Ltd.
Chicago, Illinois

Consultant
Trkla, Pettigrew, Allen & Payne
Chicago, Illinois

This Official Statement does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, salesperson or any other person has been authorized

to give any information or make any representations, other than those contained herein, in connection with the offering of the Bonds, and, if given or made, such other information or representations must not be relied upon. The delivery of this Official Statement at any time does not imply that the information or opinions herein are correct as of any time subsequent to its date. The information set forth herein has been obtained by the Underwriters from the City, the Developer, M.S.T.C. and other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness. All expressions of opinion herein whether or not so stated as such are intended merely as such and not as representations of fact. No statement herein is to be considered as a contract with any purchaser or holder of the Bonds.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

Neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the redevelopment project herein described or in the affairs of the City, the Developer or any other party since the dates as of which information is given herein.

The Bonds will not be registered under the Securities Act of 1933, as amended, pursuant to an exemption from the registration requirement of such act, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity will have passed upon the accuracy or adequacy of this Official Statement or, other than the authorizing action by the City, approved the Bonds for sale. Any representation to the contrary may be a criminal offense.

[The City will provide upon request annual audited financial statements with respect to the Bonds and Pledged Revenues and will provide copies of such information to one or more major information providers in the state and local government securities market.]

In Connection With The Offering Of The Bonds, The Underwriters May Overallot Or Effect Transactions Which Stabilize Or Maintain The Market Prices Of The Bonds At Levels Above Those That Might Otherwise Prevail In The Open Market. The Underwriters Are Not Obligated To Take Such Actions, And Such Stabilizing Actions, If Commenced, May Be Discontinued At Any Time.

Official Statement.

$_____.

City Of Chicago

Tax Increment Allocation Bonds

(Near South Redevelopment Project)

Series 1994A.

Introduction.

This Official Statement, which includes the cover page and appendices, sets forth information concerning the City of Chicago (the "City") and the City's $_____* Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A (the "Bonds"). The Bonds are being issued under and pursuant to the Tax Increment Allocation Redevelopment Act, Section 11-74.4-1, et seq., of the Illinois Municipal Code, as supplemented and amended (the "Act"), and an ordinance adopted by the City Council of the City on _____, 1994, as amended and supplemented (the "Bond Ordinance"). The Bonds are special limited obligations of the City, payable solely and only from Pledged Revenues, as defined herein, and from the amounts on deposit in and pledged to the various funds and accounts established under the Bond Ordinance. Additional Bonds having a parity lien with the Bonds in the Pledged Revenues and these funds and accounts may be issued in accordance with the provisions of the Bond Ordinance. For additional information, see "Security For The Bonds" herein.

Proceeds of the Bonds will be used for the purposes of (i) advance refunding of $4,205,000 aggregate principal amount of the City's Tax Increment Allocation Bonds (Central Station Projects), Series 1991A (the "Series 1991A Bonds"), (ii) paying a portion of the Project Costs for Phase I Public Improvements and Phase II Improvements within the City's Near South Redevelopment Project Area described herein, (iii) funding certain

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* Preliminary, subject to change.

capitalized interest on the Bonds, (iv) funding [a portion of] the debt service reserve requirement for the Bonds, and (v) paying certain costs of issuance in connection with the Bonds. Cole Taylor Bank, with its principal office in Chicago, Illinois, is acting as Trustee under the Bond Ordinance.

The City's Near South Redevelopment Project Area was designated pursuant to an ordinance adopted by the City Council of the City on _____, 1994, and is referred to in this Official Statement as the "Expanded Project Area". The Expanded Project Area is an expansion of the Central Station Redevelopment Project originally established by the City in November of 1990 (the "Original Project Area"). The Expanded Project Area includes approximately 248 acres (the "Added Property") in addition to the approximately 127 acres included within the Original Project Area. See "Near South Redevelopment Project Area" herein.

The summaries of, and references to, all documents, agreements, ordinances, statutes, reports or other instruments referred to in this Official Statement do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each such document, agreement, ordinance, statute, report or instrument.

Certain words and terms used in this Official Statement and in the Bond Ordinance and not defined elsewhere have the meanings set forth in Appendix A to this Official Statement.

The City.

The City was incorporated in 1837, the City is a municipal corporation and home rule unit of local government under the 1970 Illinois Constitution and as such "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt". The General Assembly of the State of Illinois may limit, by a three-fifths vote of each legislative house, the amount of debt incurred by home rule municipalities. To date, it has not done so.

Description Of The Bonds.

General Description.

The Bonds shall be dated, mature and bear interest as described on the cover page hereof. Interest shall be computed on the basis of a 360-day year

consisting of twelve 30-day months. Interest shall be payable on June 1 and December 1 of each year, with the first interest payment date being December 1, 1994.

The Bonds shall be issued only in registered form in denominations of $5,000 or any integral multiple thereof.

The principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Trustee, or its successor in trust, upon presentation of such Bonds. Payment of interest on the Bonds shall be made to the registered owners thereof and shall be paid by check or draft of the Trustee mailed to the person in whose name each Bond is registered on the Record Date at his or her address as it appears on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such owner to the Trustee. (The "Record Date" is the 15th day of the month next preceding any regular interest payment date (June 1 or December 1) and the 15th day preceding any other interest payment date which is occasioned by a redemption of Bonds on a day other than a regular interest payment date.)

Redemption Prior To Maturity.

Mandatory Sinking Fund Redemption. The Bonds maturing on December ____, 20____, are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium, on December 1 of each of the years and in the principal amounts as follows:

Year	Amount

To the extent that such term Bonds have been previously called for redemption in part, other than from sinking fund payments, one or more annual sinking fund payments shall be reduced in an amount determined by the City, in its sole discretion, provided that any reduction of any annual sinking fund payment shall be in an amount of $5,000 or any integral multiple thereof.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the term Bonds through purchase in the open market. Bonds shall not be purchased in the open market at a price in excess of the principal amount of the Bonds plus the redemption premium, if any, applicable to the redemption of such Bonds on the next date on which they may be optionally redeemed, plus accrued and unpaid interest on the

principal of the purchased Bonds to the date of purchase. The total principal amount of the 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 payments determined by the City, in its sole discretion.

Optional Redemption. The Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part on any date on or after _____ 1, 20__, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be redeemed shall be of the maturities determined by the City, and by lot if less than all of a single maturity is so redeemed, at the redemption prices (expressed as percentages of principal amount) set forth in the following table, plus accrued interest to the date fixed for redemption:

Redemption Dates (Dates Inclusive)	Redemption Prices

General Redemption Provisions. In the event of a redemption of less than all the Bonds, the Trustee shall assign to each outstanding Bond of the maturity to be redeemed a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of such Bond. The Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of Bonds to be redeemed.

When the Trustee receives notice of the City's election to redeem Bonds, or when redemption of Bonds is required by the Bond Ordinance, the Trustee shall give notice to the Bondholders of the redemption of such Bonds. The notice shall specify 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 maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds 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 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 Trustee shall mail a copy of the notice, not less than 30 days or more than 60 days prior to the redemption date, to the registered owners of any Bonds or portions thereof which are to be redeemed at their last addresses, if any,

appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any holder to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

A second notice of redemption shall be given within 60 days after the redemption date by the same means as described above, to any registered owner of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner and within the same time period with respect to the actual redemption date.

Negotiability, Transfer, Exchange And Registry.

The Bonds shall be negotiable, subject to the following provisions for registration, exchange and transfer. So long as any of the Bonds shall remain outstanding, the City shall maintain and keep, at the corporate trust office of the Trustee, who is appointed Bond Registrar, books for the registration and transfer of Bonds. Upon presentation of any Bond for registration and transfer at that office, the City shall register or cause to be registered in those books, and shall permit to be transferred on those books, under such reasonable regulation as it or the Trustee may prescribe, any Bond entitled to registration or transfer.

Each Bond shall be transferable only by the registered owner of the Bond in person or by the owner's agent 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 agent. Upon the surrender for transfer of any such Bond, the City shall execute (and cause to be authenticated by the Trustee) and deliver a new Bond or Bonds registered as directed by the instrument of transfer, of the same aggregate principal amount and maturity as the surrendered Bonds. The Bonds may, upon surrender 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 such owner's duly authorized agent, be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate.

The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond be over due or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, 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 City nor the Trustee shall be affected by any notice to the contrary.

For every transfer or exchange of Bonds, the City 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 City, required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. No other charge shall be made by the City or the Trustee as a condition precedent to such transfer. The cost of preparing each Bond upon each transfer, and any other expenses of the City or the Trustee incurred in connection with the transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the City), shall be paid by the City. The City and the Trustee shall not be obliged to make any such transfer of Bonds (i) during the period beginning at the close of business on the 15th day of the calendar month next preceding any interest payment date and ending on such interest payment date, (ii) after notice calling such Bond for redemption has been mailed, or (iii) during a period of 15 days preceding mailing of a notice of redemption of such Bond.

Book-Entry System.

The following information concerning the Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."), has been furnished by it for use in this Official Statement. Neither the City nor the Underwriter takes responsibility for its accuracy or completeness.

The Bonds will initially be issued as registered bonds through a book-entry system operated by M.S.T.C., acting as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity as set forth on the cover page, each in the aggregate principal amount of such maturity, will be registered in the name of Kray & Co., as nominee for M.S.T.C.. M.S.T.C. has advised the City that it is a limited purpose trust company organized under the laws of the State of Illinois, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Illinois Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. M.S.T.C. was created to hold securities of participating members (the "Participants") and to facilitate the clearance and settlement of securities transactions among Participants in such securities through electronic book-entry changes in accounts of the Participants, thereby eliminating the need of physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the M.S.T.C. system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly.

Ownership interest in the Bonds may be purchased only by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each Participant will receive a credit balance in the records of M.S.T.C. in the amount of such Participant's interest in the Bonds, which will be evidenced by reports from M.S.T.C. to the Participants. Each such person for whom a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant and may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to M.S.T.C. which may affect such persons forwarded in writing by such Participant and to have notification made of all principal and interest payments. Neither The City Nor The Trustee Shall Have Any Responsibility Or Obligation In Any Respect To Such Participants Or The Persons For Whom They Act As Nominees With Respect To The Bonds.

M.S.T.C. will receive payment of interest and principal and premium, if any, on the Bonds from the City or Trustee, to be remitted to the Participants for the benefit of the beneficial owners, and thereafter paid by the Participants to the beneficial owners. The ownership interest of each beneficial owner in the Bonds will be recorded through the computerized book-entry system operated by M.S.T.C. and through the records of the Participants.

When reference is made to any action which is required or permitted to be taken by the beneficial owners, such reference relates only to those persons permitted to act (by statute, regulation or otherwise) on behalf of such beneficial owners for such purposes. When notices are given, they will be sent by the City or the Trustee to M.S.T.C. with a request that M.S.T.C. forward (or cause to be forwarded) the notices to the Participants so that such Participants may forward (or cause to be forwarded) the notices to the beneficial owners. Upon any partial optional redemption, M.S.T.C. will determine the interest in the Bonds to be redeemed by assigning a distinctive number for each $5,000 principal amount of such interests and will select the interests to be redeemed by lot. It will then be the responsibility of each Participant to select the interests to be redeemed for the accounts of the persons for whom such Participant holds interests in the Bonds as nominee.

It will be the responsibility of the Participants to furnish confirmations of purchases of the Bonds to the beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book-entries made by M.S.T.C. and the Participants who act on behalf of the beneficial owners. Beneficial owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided in the Ordinance. Interest, principal and premium, if any, will be paid by the Trustee to M.S.T.C., then paid by M.S.T.C. to the Participants, and thereafter paid by the Participants to the beneficial owners when due.

For every transfer and exchange of the Bonds, the City, the Trustee, M.S.T.C. and the Participants may charge the beneficial owner a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to it.

M.S.T.C. may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City is obligated to deliver Bond certificates as described in the Bond Ordinance. If the Designated Officer of the City determines that M.S.T.C. or a successor is incapable of discharging its responsibilities as a securities depository for the Bonds or that it is in the best interests of the beneficial owners that they be able to obtain certificated Bonds, the City may cause the Trustee to authenticate and deliver Bond certificates to Participants. If M.S.T.C. is no longer to serve as securities depository for the Bonds, M.S.T.C., the City and the Trustee shall cooperate with one another in taking appropriate action to make available separate certificates evidencing the Bonds to the Participants having Bonds credited to their M.S.T.C. accounts or arrange for another securities depository operating a book-entry securities depository to maintain custody of certificates evidencing the Bonds.

On or prior to the issuance of the Bonds, M.S.T.C. will agree and represent that M.S.T.C. will, subject to M.S.T.C.'s rules and bylaws and to requirements of law, hold the Bonds as securities depository for the Participants.

The City and the Trustee will have no responsibility or obligation with respect to (i) the accuracy of the records of M.S.T.C., Kray & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than a registered owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner, of any amount with respect to principal of, premium, if any, or interest on the Bonds.

Security For The Bonds.

Limited Obligations.

The Bonds, together with the interest and premium, if any, thereon, are limited obligations of the City, payable solely from Pledged Revenues, including Incremental Property Taxes, and the amounts on deposit in and pledged to the various funds and accounts provided for in the Bond Ordinance. No holder of any Bond will have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or

premium, if any, thereon. The Bonds Do Not Constitute An Indebtedness Of The City Or A Loan Of Credit Thereof Within The Meaning Of Any Statutory Or Constitutional Provision.

Pledge Of Pledged Revenues.

The Bonds are secured by a pledge of Pledged Revenues, including all of the moneys on deposit in the Incremental Taxes Fund, a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Bond Ordinance. This pledge is irrevocable until the obligations of the City are discharged under the Bond Ordinance. All of the Pledged Revenues shall be set aside as collected and be deposited by the City Treasurer in the Incremental Taxes Fund.

Within the Incremental Taxes Fund, the following accounts will be established: the "Program Expenses Account", the "Principal and Interest Account", the "Reserve and Redemption Account", the "Rebate Account", and the "General Account". Within the Principal and Interest Account, a Capitalized Interest Subaccount will be established. With the exception of the General Account, all of the accounts within the Incremental Taxes Fund will be held by the Trustee.

Incremental Taxes Fund.

In accordance with the provisions of the Act and the Bond Ordinance, the Incremental Property Taxes are to be paid to the City Treasurer and then deposited into the Incremental Taxes Fund. All Incremental Property Taxes deposited in the Incremental Taxes Fund shall be transferred by the City Treasurer to the Trustee for application by the Trustee in accordance with the Bond Ordinance. All amounts received by the Trustee shall be applied as follows:

Program Expenses Account. The Trustee shall first credit to and shall deposit into the Program Expenses Account an amount of Incremental Property Taxes sufficient to pay Program Expenses for the current Bond Year.

Principal and Interest Account. The Trustee shall next transfer the balance of the Incremental Property Taxes into the Principal and Interest Account. Except as provided below, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds and any Additional Bonds as the same become due. Accrued and capitalized interest received upon the sale of the Bonds deposited in the Capitalized Interest Subaccount within the Principal and Interest Account shall be used to pay interest coming due on the Bonds prior to applying any other moneys for that purpose.

On or before 30 days prior to each principal payment date on the Bonds or any Additional Bonds, the Trustee shall determine (i) the amount of Pledged Revenues, together with investment earnings on the Pledged Revenues, credited to the Principal and Interest Account and (ii) the amount of proceeds of the Bonds or any Additional Bonds, if applicable, together with investment earnings on those proceeds credited to the Capitalized Interest Subaccount. Moneys credited to the Capitalized Interest Subaccount shall be deemed the first moneys available to pay interest on the Bonds and on the Additional Bonds, as applicable, and shall be applied by the Trustee to interest coming due on the Bonds and on the Additional Bonds as applicable. The Trustee shall determine the amount necessary to pay principal of, interest, and redemption premium and expenses, if any, on such principal payment date, which amount shall be paid from the Principal and Interest Account.

After the required payments have been made from the Principal and Interest Account, excess funds in that account shall first be transferred by the Trustee to the Reserve and Redemption Account and shall next be paid by the Trustee to the City Comptroller for transfer to the City Treasurer for deposit into the General Account.

Reserve and Redemption Account. The Trustee shall next transfer the balance of the Pledged Revenues into the Reserve and Redemption Account until the aggregate amount in such account equals the Debt Service Reserve Requirement. The Debt Service Reserve Requirement equals [Maximum Annual Debt Service]. Thereafter no such payments shall be made into that account, except that when any money is paid out of that account payments shall be resumed and continued until that account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. The Trustee shall value the investments in the Reserve and Redemption Account, on the basis of market value, on the 15th business day preceding each June 1 and December 1, commencing December 1, 1994.

Moneys on deposit in the Reserve and Redemption Account shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds or any Additional Bonds.

An amount equal to [10%] of the aggregate principal amount of the Bonds shall be deposited in the Reserve and Redemption Account at closing. Available Incremental Property Taxes and earnings on balances will be used to increase the Reserve and Redemption Account balance to the Debt Service Reserve Requirement of [Maximum Annual Debt Service].

General Account. The balance of the Pledged Revenues remaining after crediting the required amounts to the respective accounts provided for above shall be credited to the General Account. Moneys on deposit in the

General Account shall be transferred by the City Treasurer or the Trustee first, if necessary, to remedy any deficiencies in any account in the Incremental Taxes Fund, including the Rebate Account; second, for the propose of crediting the amounts to the respective accounts established under any indenture with respect to any Junior Lien Bonds; and then for one or more of the following purposes without any order or priority:

(i) for the purpose of paying any Project Costs;

(ii) for the purpose of redeeming Bonds or Additional Bonds;

(iii) for the purpose of purchasing Bonds or Additional Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase;

(iv) for the purpose of paying principal of or interest on any Junior Lien Bonds;

(v) for the purpose of redeeming any Junior Lien Bonds;

(vi) for the purpose of purchasing any Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(vii) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

[Pursuant to the [Amended] Redevelopment Agreement, the City and the Developer have agreed that amounts on deposit in the General Account shall first be used to pay Project Costs, including to reimburse the Developer for certain Project Costs expended from its own funds.]

Rebate Account. There shall be deposited into the Rebate Account amounts necessary to fund the Rebate Account in anticipation of making required rebate payments to the United States. The amount to be so deposited will be certified to the Trustee from time to time by the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account. Amounts on deposit in the Rebate Account are not pledged to the payment of the Bonds or any Additional Bonds.

Investments. The moneys on deposit in the Incremental Taxes Fund and the various accounts in the Incremental Taxes Fund may be invested from time to time in Qualified Investments pursuant to directions from the City to the Trustee (or by the City directly if in the General Account). Any such investments may be sold from time to time by the City as

moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the Trustee and the City Treasurer shall sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created in the Incremental Taxes Fund. Any earnings on such investments in the Reserve and Redemption Account shall be deposited in the Rebate Account at the direction of the City to the extent required to fund the Rebate Account in anticipation of making required rebate payments to the United States. In the absence of such direction, such investment earnings shall be credited to and held in the Reserve and Redemption Account so long as the balance therein is less than the Debt Service Reserve Requirement, and next shall be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

Additional Bonds; Junior Lien Bonds.

Subject to compliance with the conditions described below, the City may issue Additional Bonds or Junior Lien Bonds for the purposes authorized in the Redevelopment Plan. Any such Additional Bonds will share ratably and equally with the Bonds in the Incremental Property Taxes and the funds and accounts established by the Bond Ordinance. Additional Bonds shall not have any terms creating a preference or priority of any series of Additional Bonds over the Bonds or any other series of Additional Bonds; [provided, however, that the City may provide for the establishment of separate sub-accounts within the Reserve and Redemption Account relating to a particular series of Additional Bonds. The creation of such separate sub-accounts shall not create a preference of one series of Additional Bonds over the Bonds or any other series of Additional Bonds, even if amounts on deposit in any such sub-account shall secure only the series of Additional Bonds with respect to which such subaccount is established.]

Any Junior Lien Bonds shall be subordinate to the Bonds and any Additional Bonds and shall have the terms established in the ordinances supplemental to the Bond Ordinance authorizing such issuance of Junior Lien Bonds.

No Additional Bonds may be issued unless all of the following conditions have been met:

(a) All payments required to be made by the City into the Program Expenses Account, the Principal and Interest Account and the Reserve and Redemption Account shall have been made.

(b) [A debt service reserve requirement for the Additional Bonds, calculated and established on the same basis as the Debt Service Reserve Requirement for the Bonds, shall be established. The City may, but is not required to, establish a separate subaccount within the Reserve and

Redemption Account of the Incremental Taxes Fund relating to such series of Additional Bonds and may, but is not required to, authorize the deposit with the Trustee of a reserve fund credit instrument (including, but not limited to, a surety bond or a letter of credit) to meet the debt service reserve requirement for such Additional Bonds. Any supplemental ordinance authorizing the issuance of Additional Bonds must provide that the debt service reserve requirement with respect to the Additional Bonds be funded at the time of the issuance with the proceeds of such Additional Bonds in an amount which is the lesser of (i) the debt service reserve requirement of such Additional Bonds, or (ii) the maximum amount permissible under the Code, as then in effect (unless provision is made in such supplemental ordinance for the debt service reserve requirement to be satisfied by a reserve fund credit instrument).]

[(c) There shall be furnished to the Trustee either:

(i) a certificate of an authorized officer of the City demonstrating that the aggregate amount of Incremental Property Taxes deposited in the Incremental Taxes Fund in the Bond Fund immediately preceding the Bond Year during which any supplemental ordinance authorizing the issuance of Additional Bonds shall be adopted shall have been equal to at least 125% of Maximum Annual Debt Service calculated for the then current and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds proposed to be issued; or

(ii) a report prepared by an independent consultant having nationally recognized urban redevelopment and tax increment financing expertise, stating that, based upon such consultant's review, in the opinion of such consultant, projected Incremental Taxes to be generated will be at least equal to 125% of actual annual debt service in each year calculated for all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds proposed to be issued; provided that for purposes of such report (x) Incremental Taxes shall not be projected for any residential single-family development unless (1) construction or rehabilitation has commenced on at least 50% of the residential units in the development, and (2) not less than 25% of the units in the development are under Contracts for Sale, and (y) Incremental Taxes shall not be projected for any commercial, industrial, multi-family rental or other development unless (1) construction or rehabilitation has commenced on such development, and (2) construction and permanent financing is in place for the entire cost of the development. For purposes of this paragraph, the term "construction has commenced" means the visible commencement of actual construction on the site of a building or buildings that can be readily recognized as commencement of the building or buildings and that is done with the intention to continue until the building or buildings is completed, and the term "Contract for Sale" means a

contract for sale of a residence in which the buyer has deposited with the seller not less than 10% of the purchase price.

Notwithstanding the foregoing restrictions, the City may refund part or all of the Bonds or any Additional Bonds then outstanding, if the Principal and Interest Requirements are not increased for the then current Bond Year or any succeeding Bond Year on all Bonds and Additional Bonds then outstanding, taking into account the Additional Bonds then proposed to be issued. Any Additional Bonds issued in such a refunding will share ratably and equally in the Incremental Property Taxes with the portion, if any, of the Bonds and Additional Bonds which are not refunded.

(d) Any Additional Bonds shall be payable as to principal on December 1 and as to interest on June 1 and December 1 in each year in which principal and interest come due.]

Estimated Sources And Uses Of Funds.

The estimated sources and uses of funds are as follows:

Sources Of Funds.

Proceeds of the Bonds	$ _____

Uses Of Funds.

Advance Refund Series 1991A Bonds	_____
Phase 1 Public Improvements	_____
Phase 2 Improvements	_____
Capitalized Interest[1]	_____
Deposit to Reserve and Redemption Account	_____
Issuance Costs[2]	_____
TOTAL USES:	$_____

[1] Interest on the Bonds is capitalized through _____ 1, 199__.

[2] Issuance Costs include the Underwriter's Discount and Cost of Issuance.

Tax Increment Financing.

The Act authorizes the use of tax increment financing as a means for municipalities, after the approval of a "redevelopment plan and project", to redevelop "blighted", "conservation" or "industrial park conservation" areas by financing redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue is derived from the increase in the equalized assessed valuation of real property within the redevelopment area over and above the equalized assessed valuation in effect at the time the redevelopment area is established. Any such increase in equalized assessed valuation above the certified initial equalized assessed valuation is then multiplied, on an annual basis, by the aggregate tax rate resulting from the levy of real property taxes by all units of local government having taxing power over that real property. The product of this calculation is the amount of incremental real estate tax revenues generated within the redevelopment area. For additional information, see "Real Property Assessment, Tax Levy And Collection Procedures" herein.

Tax increment financing does not generate revenues by increasing tax rates. Instead, it generates revenues by allowing a municipality to capture all tax revenues resulting from increases in the equalized assessed valuation within the area which has been designated for redevelopment. The incremental real estate tax revenue is deposited into a special tax allocation fund from which redevelopment project costs and principal of and interest on obligations issued to finance the redevelopment are paid. Under tax increment financing, all overlapping taxing districts continue to receive real estate tax revenue based on the certified initial equalized assessed valuation. When the amount of incremental real estate tax revenue applicable to the redevelopment area is greater than the amount required to pay for expected redevelopment project costs and principal of and interest on obligations issued to pay such costs, the municipality may declare a surplus and return such money to the County for distribution excess incremental real estate tax revenue to the overlapping taxing districts.

To finance redevelopment costs, a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. These redevelopment costs include costs of studies and surveys, costs associated with the acquisition of land, costs of rehabilitation or repair of existing public or private buildings, costs of construction of public works or improvements, costs of job retraining programs and financing costs. Subject to certain limitations, tax increment financing may also apply to certain interest costs incurred by the developer of a project.

For an area to be designated as a tax increment financing redevelopment area, a municipality must demonstrate that the prospective redevelopment area qualifies as a "blighted area" or as a "conservation area" within the definitions set forth in the Act. A "blighted area" may be either improved or

vacant. If the area is improved, five or more of the following factors must be present: age, dilapidation, obsolescence, deterioration, illegal use of individual structures, structures below minimum code standards, excessive vacancies, overcrowding of structures and community facilities, lack of ventilation, light or sanitary facilities, inadequate utilities, excess land coverage, deleterious land-use or layout, depreciation of physical maintenance or lack of community facilities. If the area is vacant, the municipality must find that its sound growth is impaired by a combination of two or more of the following factors: obsolete platting, diversity of ownership, tax delinquencies, flooding, deterioration of site improvements on adjacent land, or the area consists of an unused quarry, railyard or disposal site.

Before adopting the necessary ordinances to create a redevelopment area, a municipality must hold a public hearing and convene an advisory joint review board to consider the proposal. The joint review board consists of a representative selected by each taxing district, having taxing power over the area, and a member of the public. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to create a redevelopment area.

Bondowner's Risk.

The following is a summary of some of the risks that may affect the security for the Bonds. The following summary is not intended to be complete and does not purport to identity all possible risks that should be considered by prospective Bondholders. For further discussion of risks, see the Consultant's Report attached hereto as Appendix B.

Limited Source Of Payment.

The Bonds are limited obligations of the City, payable solely from Pledged Revenues set aside in the Incremental Taxes Fund, consisting primarily of Incremental Property Taxes derived by the City from the Redevelopment Project Area. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation. No holder of the Bonds will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest or premium, if any, on the Bonds. The Phase I Developer (as defined below) has no obligation to make any payments of the principal of, or interest or premium, if any, on the Bonds.

Assumptions In Projections.

The Consultant (as defined below) has projected Incremental Property Taxes for the Expanded Project Area as set forth in the Consultant's Report. Valuation amounts reflect the consultant's analysis of the Expanded Project Area in the context of the Consultant's familiarity with the practices and procedures used in determining the assessed valuation of taxable real property in Cook County, Illinois. The Consultant has made certain assumptions, including, but not limited to, the initial tax base, future equalized assessed valuation, future tax rates, and dates of completion and occupancy of various projects included within the Expanded Project Area. These assumptions, in some cases, are based on representations made to the consultant by the Phase I Developer. The assumptions made by the Consultant in the preparation of its report should be reviewed carefully and in their entirety. Some assumptions may not materialize, and unanticipated events and circumstances may occur; therefore, the actual results achieved during the projection period may vary from the projections and the variations could be material.

Changes In Multiplier And Tax Rates.

The multiplier may vary substantially in future years. (See "Real Property Assessment, Tax Levy And Collection Procedures -- Equalization".) A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Expanded Project Area and, therefore, the Incremental Property Taxes available to pay debt service on the Bonds.

The future tax rates of the Units (described in "Real Property Assessment, Tax Levy And Collection Procedures -- Tax Levy"), either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the Units would decrease the amount of Incremental Property Taxes available to pay debt service on the Bonds. Decreases in the composite tax rate of the Units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation. (See also "Real Property Assessment, Tax Levy And Collection Procedures -- Property Tax Limits", herein).

Additional Bonds.

Subject to the satisfaction of the tests regarding the issuance of Additional Bonds described under "Security For The Bonds -- Additional Bonds; Junior Lien Bonds", Additional Bonds secured on a parity with the Bonds under the Bond Ordinance may be issued by the City.

Assessed Valuation Petitions.

A taxpayer may contest the assessed valuation of a parcel as determined by the County Assessor. To the extent that any taxpayer files a successful petition to reduce its assessed valuation, the Incremental Property Taxes will be decreased; such reduction may have a materially adverse effect on the owners of the Bonds.

Changes In Law.

There can be no assurance that future changes in law or tax levy and collection procedures will not adversely affect the amount of Incremental Property Taxes collected by the City, and any such adverse effect may be material.

Failure To Pay Real Estate Taxes.

In the event that the Phase I Developer or any other taxpayer in the Expanded Project Area should fail to pay real estate taxes as they become due and payable, such failure will decrease the Incremental Property Taxes available to pay debt service on the Bonds. No assurance can be given that the County, on behalf of the City, will be able to collect the taxes levied or that such collections, if made, will be made in a timely fashion. For a description of the remedies of the City in the event of nonpayment of taxes, see "Real Property Assessment, Tax Levy And Collection Procedures -- Collection".

Results Of Operation.

No market feasibility study has been performed to determine the real estate market conditions that exist in the Expanded Project Area. Results of operation of projects and development within the Expanded Project Area will depend, in part, on the rental rates and tenant occupancy levels, which may be adversely affected by competition, suitability of the Expanded Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the area of the Expanded Project Area, vandalism, rising operating costs, and similar factors. Poor operating results of projects and developments within the Expanded Project Area may cause the assessed value of the Expanded Project Area to be reduced, and may increase the risk that a foreclosure could occur for one or more of the parcels in the Expanded Project Area.

Damage Or Destruction Of Improvements.

Substantial damage to or destruction of improvements that have been or will be constructed in the Expanded Project Area could cause a material decline in the assessed value of property in the Expanded Project Area, and could impair the ability of the taxpayers in the Expanded Project Area to pay their respective portions of real estate taxes. While it is expected that the improvements constructed in the Expanded Project Area will be insured under various fire and extended coverage insurance policies, there can be no assurance that such insurance will be available throughout the term of the Bonds. Furthermore, the proceeds of any such insurance policies will not be assigned as security for the payment of real estate taxes or of the Bonds. In addition, any insurance proceeds may not be sufficient to repair or rebuild improvements, or the restoration of improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed values of property in the Expanded Project Area remaining depressed for an unknown period of time. Any such decline in the assessed value of property within the Expanded Project Area would decrease the amount of Incremental Property Taxes available to pay debt service on the Bonds.

Foreclosure.

In the event that any portion of the improvements within the Expanded Project Area Should be foreclosed, such foreclosure may have an adverse impact on the valuations of such improvements for real estate tax purposes, thereby decreasing the Incremental Property Taxes available to pay debt service on the Bonds.

Limited Remedies.

The practical realization of any remedies in connection with the Bond Ordinance and the Bonds are in many respects dependent upon judicial or administrative actions, which are often subject to discretion and delay. Under existing constitutional, statutory and judicial law, any such remedies may not be readily available or may be limited. A court may decide not to order the specific performance of covenants contained in such documents. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, moratorium, reorganization or other laws of general application affecting the enforcement of creditors' rights and by equitable principles.

Estimated Debt Service And Debt Service Coverage.

The following table is based on certain information derived from the Consultant's Report, prepared by Trkla, Pettigrew, Allen & Payne, Inc. (the "Consultant"), attached to this Official Statement as Appendix B and on certain assumptions made by the Underwriter, as referenced in the following footnotes.

Bond Year Ending December 1	Estimated Incremental Taxes(1)	Estimated Reserve Fund Cash Flow(2)	Estimated Amounts Available for Debt Service	Total Annual Debt Service(3)	Amounts Available in Capitalized Interest Sub-account	Net Annual Debt Service(4)	Estimated Debt Service Coverage (5)
1994							
1995							

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(1) Based on the Consultant's Report.

(2) [Earnings on Reserve and Redemption Account estimated at ____% per annum. Investment earnings on the amount on deposit in the Reserve and Redemption Account will be retained therein until the amount on deposit equals the Debt Service Reserve Requirement. Ten percent (10%) of the aggregate principal amount of the Bonds will be deposited in the Reserve and Redemption Account on the date of issuance of the Bonds. It is expected that a portion of the Incremental Taxes collected in the Bond Year ending July 1, 199__ will be deposited in the Reserve and Redemption Account, and thereafter the amount on deposit therein will equal the Debt Service Reserve Requirement. Amounts on deposit in the Reserve and Redemption Account are assumed to be made available to pay debt service on the final maturity of the Bonds.

(3) Includes estimated Program Expenses, which are assumed to be $_____, inflated at a rate of ____% per annum.

(4) Net Annual Debt Service equals Total Annual Debt Service minus Amounts Available in Capitalized Interest Subaccount.

(5) Estimated debt service coverage equals incremental taxes divided by Net Annual Debt Service.]

Bond Year Ending December 1	Estimated Incremental Taxes(1)	Estimated Reserve Fund Cash Flow(2)	Estimated Amounts Available for Debt Service	Total Annual Debt Service(3)	Amounts Available in Capitalized Interest Sub-account	Net Annual Debt Service(4)	Estimated Debt Service Coverage (5)
1996							
1997							
1998							
1999							
2000							
2001							

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(1) Based on the Consultant's Report.

(2) [Earnings on Reserve and Redemption Account estimated at ____% per annum. Investment earnings on the amount on deposit in the Reserve and Redemption Account will be retained therein until the amount on deposit equals the Debt Service Reserve Requirement. Ten percent (10%) of the aggregate principal amount of the Bonds will be deposited in the Reserve and Redemption Account on the date of issuance of the Bonds. It is expected that a portion of the Incremental Taxes collected in the Bond Year ending July 1, 199__ will be deposited in the Reserve and Redemption Account, and thereafter the amount on deposit therein will equal the Debt Service Reserve Requirement. Amounts on deposit in the Reserve and Redemption Account are assumed to be made available to pay debt service on the final maturity of the Bonds.

(3) Includes estimated Program Expenses, which are assumed to be $_____, inflated at a rate of ____% per annum.

(4) Net Annual Debt Service equals Total Annual Debt Service minus Amounts Available in Capitalized Interest Subaccount.

(5) Estimated debt service coverage equals incremental taxes divided by Net Annual Debt Service.]

Bond Year Ending December 1	Estimated Incremental Taxes(1)	Estimated Reserve Fund Cash Flow(2)	Estimated Amounts Available for Debt Service	Total Annual Debt Service(3)	Amounts Available in Capitalized Interest Sub-account	Net Annual Debt Service(4)	Estimated Debt Service Coverage (5)
2002							
2003							
2004							
2005							
2006							
2007							
2008							
2009							

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(1) Based on the Consultant's Report.

(2) [Earnings on Reserve and Redemption Account estimated at ____% per annum. Investment earnings on the amount on deposit in the Reserve and Redemption Account will be retained therein until the amount on deposit equals the Debt Service Reserve Requirement. Ten percent (10%) of the aggregate principal amount of the Bonds will be deposited in the Reserve and Redemption Account on the date of issuance of the Bonds. It is expected that a portion of the Incremental Taxes collected in the Bond Year ending July 1, 199__ will be deposited in the Reserve and Redemption Account, and thereafter the amount on deposit therein will equal the Debt Service Reserve Requirement. Amounts on deposit in the Reserve and Redemption Account are assumed to be made available to pay debt service on the final maturity of the Bonds.

(3) Includes estimated Program Expenses, which are assumed to be $_____, inflated at a rate of ____% per annum.

(4) Net Annual Debt Service equals Total Annual Debt Service minus Amounts Available in Capitalized Interest Subaccount.

(5) Estimated debt service coverage equals incremental taxes divided by Net Annual Debt Service.]

Bond Year Ending December 1	Estimated Incremental Taxes(1)	Estimated Reserve Fund Cash Flow(2)	Estimated Amounts Available for Debt Service	Total Annual Debt Service(3)	Amounts Available in Capitalized Interest Sub-account	Net Annual Debt Service(4)	Estimated Debt Service Coverage (5)
2010							
2011							
2012							
2013							

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(1) Based on the Consultant's Report.

(2) [Earnings on Reserve and Redemption Account estimated at ____% per annum. Investment earnings on the amount on deposit in the Reserve and Redemption Account will be retained therein until the amount on deposit equals the Debt Service Reserve Requirement. Ten percent (10%) of the aggregate principal amount of the Bonds will be deposited in the Reserve and Redemption Account on the date of issuance of the Bonds. It is expected that a portion of the Incremental Taxes collected in the Bond Year ending July 1, 199__ will be deposited in the Reserve and Redemption Account, and thereafter the amount on deposit therein will equal the Debt Service Reserve Requirement. Amounts on deposit in the Reserve and Redemption Account are assumed to be made available to pay debt service on the final maturity of the Bonds.

(3) Includes estimated Program Expenses, which are assumed to be $_____, inflated at a rate of ____% per annum.

(4) Net Annual Debt Service equals Total Annual Debt Service minus Amounts Available in Capitalized Interest Subaccount.

(5) Estimated debt service coverage equals incremental taxes divided by Net Annual Debt Service.]

Near South Redevelopment Project Area.

General.

The Near South Redevelopment Project Area (referred to herein as the "Expanded Project Area") consists of approximately 375 acres located immediately south of Chicago's Central Loop Business District, directly west of Lake Shore Drive and the cultural complex of the Field Museum, the Shedd Aquarium and the Adler Planetarium and north of the McCormick Place Exposition facilities. Approximately 100 acres of the area was created during the latter half of the 19th century by the filling of a portion of Lake Michigan and its shoreline for the purpose of providing rights-of-way for the Illinois Central Railroad Company. A map depicting the Expanded Project Area is set forth on page ____ of Appendix B attached hereto.

The development of the Expanded Project Area is governed by the "Central Station Development Guidelines" adopted by the Chicago Plan Commission on March 1, 1990, the "Central Station Planned Development Amendment" to the Chicago Zoning Ordinance adopted by the City Council on April 6, 1990 and "Master Plan I" implementing the Central Station Plan of Development adopted by the Chicago Plan Commission on June 13, 1991 and amended on July 15, 1993.

Original Project Area.

In November, 1990, the City adopted the initial Central Station Redevelopment Project and Plan (the "Original Area Redevelopment Plan") designating as a redevelopment project area approximately 127 acres of the Expanded Project Area. The Original Project Area is shown on the map at page ____ of Appendix B attached hereto. At the time of adoption of the Original Area Redevelopment Plan, a substantial portion of the property within the Original Project Area was controlled by several entities described below under the heading "The Phase I Developer".

Consistent with the guidelines set forth in the Original Area Redevelopment Plan, a Master Plan I was proposed by the Phase I Developer, and adopted by the Chicago Plan Commission, that contemplates the private development of a multi-phase, multi-use commercial and residential development to be constructed on the Phase I Developer-controlled parcels within the Original Project Area over a 20-year period. See below "Status of Private Development Pursuant to Redevelopment Agreement".

The Original Area Redevelopment Plan contemplated a series of infrastructure improvements to be financed by tax increment revenues derived in respect to the Original Project Area ("Phase I Public Improvements"). These Phase I Public Improvements included property

acquisition, site preparation, relocation, roadways and related improvements, parks and open space and job training and related costs and improvements. The aggregate cost of the Phase I Public Improvements is currently estimated at approximately $13,500,000 (1991 dollars). See below "Status of Phase I Public Improvements".

Redevelopment Agreement.

[In November, 1991 the City entered into a Redevelopment Agreement (the "Redevelopment Agreement") with the Phase I Developer. Pursuant to the Redevelopment Agreement, among other things (i) the City authorizes the Phase I Developer to carry out [a portion of] the Phase I Public Improvements in accordance with plans and specifications approved by the City; (ii) the Phase I Developer agrees not to contest certain taxes; (iii) the Phase I Developer agrees to cause certain private improvements to be insured in such amounts and against such risks as the City may reasonably require; and (iv) the Phase I Developer is prohibited from transferring its interest (other than sales of completed units) in the developed property until it completes the Phase I Public Improvements and certain private improvements.]

[Amendment to Redevelopment Agreement]

The Phase I Developer.

The Phase I Developer consists collectively of four separate entities: (i) Central Station Limited Partnership, (ii) 1304 South Indiana Avenue Limited Partnership, (iii) Forest City Central Station, Inc. and (iv) Central Station Development Corporation. These entities were formed by Forest City Enterprises, Inc., Fogelson Properties, Inc., G. W. Fogelson and B. J. Spathies to acquire and own private improvements within the Original Redevelopment Project Area. Forest City Enterprises, Inc. is a 73 year old, publicly held Ohio corporation whose stock is traded on the American Stock Exchange. Members and relatives of the Cleveland-based Ratner family own a majority of the shares of Forest City Enterprises, Inc.. Forest City Enterprises, Inc. is subject to the information reporting requirements of the Securities Exchange Act of 1934 and accordingly files reports and other information with the Securities and Exchange Commission, including Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q.

Status Of Private Development Pursuant To Redevelopment Agreement.

The private development completed to date consists primarily of residential construction on Phase I Developer controlled parcels located between 14th Street and 15th Street. Approximately 150 townhomes and condominium units have been constructed to date as part of three

developments: (i) Park Row, a 69-unit townhome development, all of which have been constructed; (ii) Harbor Square, an 88-unit condominium development of which 55 units have been constructed to date; and (iii) Centennial Court, a 23-unit townhome development of which 17 units have been constructed to date.

The Phase I Developer has proposed the construction of two additional townhome developments: (i) Prairie Place, a 116-unit townhome development; and (ii) Lincoln Commons, a 23-unit townhome development situated outside the Original Project Area but within the Expanded Project Area. Such additional townhome developments, together with proposed commercial development in the area north of 14th Street, is in the planning stage, and no assurance can be given that such further development will take place.

Status Of Phase I Public Improvements.

To date, the following Phase I Public Improvements have been completed: the construction of Indiana Avenue, from Roosevelt Road to 16th Street, the extension of Roosevelt Road, from Michigan Avenue to Indiana Avenue and the construction of the combined outfall sewer on 14th Street, between Indiana Avenue and State Street. Currently underway are the construction of Prairie Avenue, 14th and 15th Streets, from Indiana Avenue to Prairie Avenue, 15th Street Park and McFetridge Park.

The Phase I Public Improvements are being constructed by the Phase I Developer in accordance with plans and specifications approved by the City. Pursuant to the Redevelopment Agreement the City is obligated to reimburse the Phase I Developer for the cost of the Phase I Public Improvements. It is anticipated that the amount to be derived from the issuance of the Bonds for this purpose (approximately $8,000,000), together with amounts previously paid to the Phase I Developer, will fully reimburse the Phase I Developer for the cost of the Phase I Public Improvements.

Expanded Project Area.

In June, 1994, the City determined to expand the Original Project Area by designating an additional approximately 248 acres as part of the Near South Redevelopment Project Area. The Expanded Project Area is shown on the map on page ____ of Appendix B attached hereto.

The Expanded Project Area encompasses a total of 38 blocks that contain a total of 297 buildings devoted principally to office, institutional, residential, retail and commercial use. The area contains various conditions that have impeded sound growth and development. A number of unimproved parcels exist. A significant number of the buildings in the area have deteriorated

and are currently vacant. A number of streets, sidewalks and alleys are in a deteriorating condition.

Expanded Area Redevelopment Plan.

The Expanded Area Redevelopment Plan provides for significant public investment to foster the growth and development, including property acquisition, site preparation, rehabilitation of existing buildings, roadways and related improvements, utility improvements, parks and open space, transit improvements, developer subsidies, job training cost and administration (the "Phase II Improvements"). The aggregate cost of the Phase II Improvements is currently estimated at approximately $65,000,000 (1994 dollars).

It is anticipated that approximately $[11,000,000] of the aggregate cost of the Phase II Improvements will be paid from proceeds of the Bonds. The balance of the cost of the Phase II Improvements will be funded by Additional Bonds, Junior Lien Bonds and Incremental Property Taxes deposited in the General Account under the Bond Ordinance.

Consultant's Report.

The City has received from the Consultant the report attached to this Official Statement as Appendix B. The report documents and the Consultant's estimates of the Incremental Property Taxes to be available for payment of Principal of and Interest on the Bonds, as well as a number of limiting conditions on those estimates.

The Bond Ordinance.

The following is a summary of certain provisions of the Bond Ordinance. Other provisions of the Bond Ordinance are described earlier herein. Neither the following summary nor the descriptions contained elsewhere in this Preliminary Official Statement are intended to be comprehensive or definitive and are qualified in their entireties by reference to such documents, copies of which are available for review prior to the issuance and delivery of the Bonds at the office of the City Comptroller, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, and thereafter at the office of the Trustee.

Application Of Bond Proceeds.

Accrued interest received by the City upon the sale of the Bonds shall be deposited in the Capitalized Interest Subaccount of the Principal and Interest Account and be used to pay interest coming due on the Bonds. Capitalized interest derived from the proceeds of the Bonds in an amount sufficient to pay interest on the Bonds from their date of issuance through and including _____ 1, 199__, shall also be deposited to the Capitalized Interest Subaccount.

[Pursuant to an Escrow Deposit Agreement between the City and _____, as Escrow Agent (the "Escrow Agent"), an Escrow Account will be established and held by the Escrow Agent. A portion of the proceeds from the sale of the Bonds will be deposited in the Escrow Account for the purpose of advance refunding the Series 1991A Bonds.]

Pursuant to the Bond Ordinance, a Project Fund and an Expense Fund will be established and maintained by the Designated Officer of the City. A portion of the proceeds from the sale of the Bonds will be deposited in the Expense Fund. Amounts in this Fund will be disbursed for payment of expenses incurred in the issuance of the Bonds in accordance with usual City disbursement procedures. Moneys not disbursed from the Expense Fund within six months will be transferred to the Project Fund, and any deficiencies in the Expense Fund will be paid by disbursement from the Project Fund.

A portion of the proceeds from the sale of the Bonds will be deposited in the Project Fund. Amounts in the Project Fund will be used to pay a portion of the costs of Phase I Public Improvements and Phase II Improvements and fees and expenses incidental thereto.

An amount equal to [10%] of the aggregate principal amount of the Bonds shall be deposited in the Reserve and Redemption Account at closing. Available Incremental Taxes and earnings on balances will be used to increase the Reserve and Redemption Account balance to the Debt Service Reserve Requirement of Maximum Annual Debt Service.

Trustee.

The Bond Ordinance provides for the appointment of the Trustee and sets forth the duties and responsibilities of the Trustee.

General Covenants.

Under the Bond Ordinance, the City covenants as follows:

Payment of Bonds. The City will cause to be paid from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and the Bond Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

Discharge of Liens. The City will pay and discharge, or cause to be paid and discharged, from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds; provided, however, nothing contained in the Bond Ordinance will require the City to make any such payment so long as the City in good faith is contesting the validity of such claims.

Maintenance of Books and Records; Financial Statements. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the Bonds and to the Pledged Revenues. Such books of record and accounts will at all times during business hours be subject to the inspection of the registered owners of not less than ten percent of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare or cause the preparation of, within 180 days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, audited financial statements with respect to the preceding fiscal year showing the Pledged Revenues received and disbursements from the funds and accounts created by the Bond Ordinance, on a consolidated basis, as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public account. The City will furnish a copy of such statements to the Trustee and the Trustee is authorized to furnish such statements to any registered owner upon written request.

Defense of Claims. The City will preserve and protect the security of the Bonds and the rights of the registered owners and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds will be incontestable by the City.

Further Actions. The City will execute and deliver any and all instruments and assurances, as may be reasonably necessary or proper to

carry out the intention of, or to facilitate the performance of, the Bond Ordinance, and to better assure and confirm unto the registered owners the rights and benefits provided in the Bond Ordinance.

Events Of Default And Remedies.

Each of the following constitutes an Event of Default pursuant to the Bond Ordinance:

(a) default in the payment of the principal of or redemption premium, if any, on any Bond or any Additional Bond when the same becomes due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) default in the payment of any installment of interest on any Bond or any Additional Bond when and as such installment of interest becomes due and payable; or

(c) default by the City in the performance of any obligation in respect of the Reserve and Redemption Account and such default shall continue for 30 days thereafter; or

(d) the City (i) commences 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, (ii) makes an assignment for the benefit of its creditors, (iii) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (iv) is adjudicated as bankrupt or has entered against it any order for relief in respect of 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 and such order continues in effect for a period of 60 days without stay or vacation; or

(e) a court of competent jurisdiction enters an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approves a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable federal or state laws or statute and such order, judgment or decree is not vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property, and such custody or control is not terminated or stayed within 60 days from the date of assumption of such custody or control; or

(g) the City defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the

Bonds or in the Bond Ordinance on the part of the City to be performed, and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied has been given to the City by the Trustee (which may give such notice whenever it determines that such a default is subsisting and shall give such notice at the written request of the registered owners of not less than a majority in principal amount of the Bonds then outstanding).

Upon the occurrence of an Event of Default under the Bond Ordinance, the Trustee may, and upon the written request of the registered owners of a majority in principal amount of the Bonds affected by an Event of Default and then outstanding shall, proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained in the Bond Ordinance or in aid or execution of any power granted in the Bond Ordinance or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, deems most effectual to protect and enforce such rights.

Supplemental Ordinances.

Without the consent of, or notice to, any of the registered owners of the Bonds or any Additional Bonds, the City may pass and the Trustee may accept an ordinance or ordinances supplemental to the Bond Ordinance for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City in the Bond Ordinance, to add other covenants and agreements to be observed or to surrender, restrict or limit any right or power reserved to or conferred upon the City;

(b) to make provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Bond Ordinance, or in regard to matters or questions arising under the Bond Ordinance, as the City may deem necessary or desirable and not inconsistent with the Bond Ordinance and which in the opinion of the Trustee will not adversely affect the interests of the registered owners of the Bonds;

(c) to designate one or more bond registrars or paying agents;

(d) to comply with the provisions of the Bond Ordinance pertaining to termination of the City's liability when money and the Government Securities sufficient to provide for the retirement of Bonds have been deposited with the Trustee (see "Discharge of the Bond Ordinance");

(e) as to Bonds which are authorized but unissued (i) to change the amount of Bonds authorized, or (ii) to change in any way the terms upon which Bonds may be issued or secured; and

(f) to provide for the issuance of Additional Bonds.

In addition to supplemental ordinances for the purposes described above, upon the consent of the registered owners of not less than a majority in aggregate principal amount of the Bonds then outstanding, the City may pass and the Trustee may accept any other supplemental ordinance or ordinances for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Bond Ordinance or of any supplemental ordinance; provided, however, that no such modification or amendment may (i) extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal of, interest or redemption premium, if any, on any Bond without the express consent of the registered owner of such Bond, or (ii) permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, reduce the percentage of Bonds required for an affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Bonds of the right to payment of the Bonds from the Pledged Revenues without the consent of the owners of all Bonds then outstanding.

Discharge Of The Bond Ordinance.

If the City (a) pays or causes to be paid to the registered owners of the Bonds and any Additional Bonds, the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein and in the Bond Ordinance, (b) pays or causes to be paid all fees and expenses of the Trustee, the bond registrar and the paying agent and (c) performs all of its covenants in the Bonds and in the Bond Ordinance, then the Bond Ordinance and the rights granted thereby will terminate.

Bonds and any Additional Bonds will be deemed to have been paid within the meaning of the Bond Ordinance when sufficient moneys or sufficient Government Securities have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds); provided, however, that if such Bonds are to be redeemed prior to maturity, notice of redemption has been given as provided in the Bond Ordinance or arrangements satisfactory to the Trustee have been made for the giving thereof.

Real Property Assessment, Tax Levy And Collection Procedures.

Assessment.

The Cook County Assessor (the "Assessor") is responsible for the assessment of all taxable real property within the County, except for certain railroad property and pollution control equipment assessed directly by the State of Illinois (the "State"). One-third of the real property in the County is reassessed each year on a repeating triennial schedule established by the Assessor. The City is being reassessed in 1994; suburbs in the west and southern portions of the County were last reassessed in 1993; and suburbs in the northern and northwestern portions of the County were last reassessed in 1992.

Real property in the County is separated into nine classifications for assessment purposes. After the Assessor establishes the fair cash value of a parcel of land, that value is multiplied by one of the classification percentages to arrive at the assessed valuation (the "Assessed Valuation") for the parcel. The current classification percentages range from 16 percent for certain residential, commercial and industrial properties to 36 percent and 38 percent, respectively, for other industrial and commercial property.

The Assessor has established procedures enabling taxpayers to contest their Assessed Valuations. Taxpayers can also petition for review of their assessments by the Cook County Board of (Tax) Appeals. In addition, limited judicial review of an Assessed Valuation can be made during the collection process when the County Collector makes application to the Circuit Court for judgment for unpaid taxes.

Equalization.

After the Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Cook County Board of (Tax) Appeals or the Cook County Assessor's Office, the Illinois Department of Revenue is required by statute to review the Assessed Valuation. The Illinois Department of Revenue establishes an equalization factor (the "Equalization Factor"), commonly called the "multiplier", for each county, to make all valuations uniform among the 102 counties in the State. Under Illinois law, the aggregate of the assessments within each county is to be equalized at $33\frac{1}{3}$ percent of the estimated fair cash value of the real property located within the county prior to any applicable exemptions.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Cook County Board of (Tax) Appeals or the Cook County Assessor's Office, is multiplied by the Equalization Factor to determine the equalized assessed valuation (the "Equalized Assessed Valuation") of that

parcel. The Equalized Assessed Valuation for each parcel is the final property valuation used for determining tax liability. The aggregate Equalized Assessed Valuation for all parcels in any taxing body's jurisdiction, after reduction for all applicable exemptions, plus the valuation of property assessed directly by the State, constitutes the total real estate tax base for the taxing body and is the figure used to calculate tax rates (the "Assessment Base"). The Equalization Factor for a given year is used in computing the taxes extended for collection in the following year. The following table sets forth the Equalization Factors for the last ten years:

Tax Year	Equalization Factor
1983	1.9122
1984	1.8445
1985	1.8085
1986	1.8486
1987	1.8916
1988	1.9266
1989	1.9133
1990	1.9946
1991	2.0523
1992	2.0897

In 1991, the Governor of Illinois signed into law legislation providing for 1992 and for subsequent years' tax levies, the Equalized Assessed Valuation used to determine any applicable tax limits is the one for the immediately preceding year and not the current year. This legislation impacts taxing districts with rate limits only and does not apply to the City. See "Property Tax Limits" below.

Exemptions.

The annual homestead exemption provides for the reduction of the Equalized Assessed Valuation of certain property owned and used exclusively for residential purposes by the amount of any increase over the 1977 Equalized Assessed Valuation, up to a maximum reduction of $4,500.

Additional exemptions exist for (i) senior citizens, with the Assessor authorized to reduce the Equalized Assessed Valuation on a senior citizen's home by $2,500, and (ii) disabled veterans, with the Assessor authorized annually to exempt up to $50,000 of the Assessed Valuation of certain property owned and used exclusively by such veterans or their spouses for residential purposes. A homestead improvement exemption allows owners of single-family residences to make up to $30,000 in home improvements without increasing the Assessed Valuation of their property for at least four years. For rehabilitation of certain historic property, the Equalized Assessed Valuation is limited for eight years to the value when the rehabilitation work began.

Tax Levy.

There are over 800 units of local government (the "Units") located in whole or in part in the County which have taxing power. The major Units having taxing power over property within the City are the City, the Chicago Park District, the Chicago Board of Education, the Chicago School Finance Authority, Community College District No. 508, the Metropolitan Water Reclamation District of Greater Chicago, the County and the Forest Preserve District of Cook County.

As part of the annual budgetary process of the Units, each year in which the determination is made to levy real estate taxes, proceedings are adopted by the designated body for each Unit. The tax levy proceedings impose the Units' respective real estate taxes in terms of a dollar amount. Each Unit certifies its real estate tax levy, as established by the proceedings, to the County Clerk's Office. The remaining administration and collection of the real estate taxes is statutorily assigned to the County Clerk and the County Treasurer, who is also the County Collector (the "County Collector").

After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit by dividing the levy of each Unit by the Assessment Base of the respective Unit. If any tax rate thus calculated or any component of such a tax rate (such as a levy for a particular fund) exceeds any applicable statutory rate limit, the County Clerk disregards the excessive rate and applies the maximum rate permitted by law.

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all the Units having jurisdiction over the particular parcel. The County Clerk enters in the books prepared by the County Collector (the "Warrant Books") the tax (determined by multiplying that total tax rate by the Equalized Assessed Valuation of that parcel), along with the tax rates, the Assessed Valuation and the Equalized Assessed Valuation. The Warrant Books are the County Collector's authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

The Property Tax Code imposes procedural limitations on a Unit's real estate taxing powers and requires that notice in prescribed form must be published if the aggregate annual levy is estimated to exceed 105 percent of the levy of the preceding year, exclusive of levies for debt service and election costs. A public hearing must also be held, which may be in conjunction with the budget hearing of the Unit on the adoption of the annual levy. No amount in excess of 105 percent of the preceding year's levy may be used as the basis for issuing tax bills to property owners unless the levy is accompanied by Certification of Compliance with the foregoing procedures. The Property Tax Code does not impose on the City any limitation on the rate or the amount of the levy to pay principal of and interest on the City's general obligation bonds and notes. The City has complied with the Property Tax Code with respect to levy year 1994. See "Property Tax Limits" below.

The City is authorized to issue tax increment bonds for the redevelopment of vacant or blighted areas. Tax revenues resulting from increases in the Equalized Assessed Valuation of property in a redevelopment area are pledged for the payment of the tax increment bonds. Taxes levied for other purposes are extended at rates which take the tax increment financing into account. See "Tax Increment Financing" herein.

Collection.

Property taxes are collected by the County Collector who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. The first installment is an estimated bill equal to one-half of the prior year's tax bills. The second installment is for the balance of the current year's tax bill, and is based on the current levy, assessment and equalization, and for affected Units, the tax rates, and reflects any changes from the prior year in those factors. Taxes on railroad real property used for transportation purposes are payable in one lump sum on the same date as the second installment. For all years, March 1 is the first installment penalty date (that is, the date after which interest is due on unpaid amounts); the second installment is due the later of August 1 or 30 days after the mailing of the tax bills.

The County may provide for tax bills to be payable in four installments instead of two. The County has not determined to require payment of tax bills in four installments.

During the periods of peak collections, tax receipts are forwarded to each Unit weekly. Upon receipt of taxes from the County Collector, the City Treasurer credits the taxes received to the funds for which they were levied.

At the end of each collection year, the County Collector presents the Warrant Books to the Circuit Court and applies for a judgment for all unpaid taxes. The court order resulting from the application for judgment provides for an annual sale of all unpaid taxes shown on the year's Warrant Books (the "Annual Tax Sale"). The Annual Tax Sale is a public sale, at which time successful tax buyers pay the unpaid taxes plus penalties. Unpaid taxes accrue penalties at the rate of 1.5 percent per month from their due date until the date of sale. Taxpayers can redeem their property by paying the amount paid at the sale, plus a maximum of 18 percent for each six-month period after the sale. If no redemption is made within two years, the tax buyer receives a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and are eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

A scavenger sale (the "Scavenger Sale"), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is scheduled to be held every two years on all property on which two or more years' taxes are delinquent. The sale price of unpaid taxes is the amount bid at the Scavenger Sale, which may be less than the amount of the delinquent taxes. Redemption periods vary from six months to two and one-half years depending upon the type and occupancy of the property.

Property Tax Limits.

State of Illinois. The Property Tax Code limits (a) the amount of property taxes that can be extended for the counties that are contiguous to the County and certain non-home rule taxing districts located in those counties and (b) the ability of those counties and taxing districts to issue general obligation bonds without voter approval. Certain legislative proposals have in the past been introduced in the Illinois General Assembly that would apply these limitations to all counties, home rule units and taxing districts in the State, including the City. The Illinois Property Tax Cap Referendum Law requires that an advisory referendum posing the question "Should The Illinois General Assembly Limit Annual Property Tax Extension Increases To A Maximum Of Five Percent Or As Provided By The Consumer Price Index, Whichever Is Less", be placed on the ballots in the County for the November 1994 general election. The adoption of any such limits by the Illinois General Assembly may, in future years, adversely affect the City's ability to levy property taxes to finance operations at current levels and the City's power to issue additional general obligation debt without the prior approval of voters.

The City. On March 8, 1993, the City Council of the City adopted an ordinance (the "City Tax Limitation Ordinance"), limiting, beginning in 1994, the City's aggregate property tax levy to an amount equal to the prior year's aggregate property tax levy plus the lesser of (a) 5% or (b) the percentage increase in the annualized Consumer Price Index for all urban consumers for all items, as published by the United States Department of Labor, during the 12-month period most recently announced prior to the filing of the preliminary budget estimate report. The City Tax Limitation Ordinance provides a safe harbor for that portion of any property tax debt service levy equal to the aggregate interest and principal payments on the City's general obligation bonds and notes during the period commencing January 2, 1993 and ended January 1, 1994, subject to annual increase in the manner described above for the aggregate levy.

Cook County. On March 1, 1994, the Board of Commissioners of the County adopted an ordinance (the "County Property Tax Relief Ordinance") limiting, beginning in 1995, the increase in the aggregate property tax levy for the County's corporate, public safety and health funds at 5% or the rate of inflation, whichever is less. The property tax levy limitation contained in the County Property Tax Relief Ordinance excludes the County's debt service levy, and the County may increase its property tax levy with a two-thirds vote of its Commissioners.

Underwriting.

The Underwriters have agreed, subject to certain conditions, jointly and severally, pursuant to a contract of purchase, to purchase the Bonds at a price equal to $_____ (representing an underwriting discount of $_____ and an original issue discount equal to $_____) plus accrued interest to the date of delivery. The purchase contract requires the Underwriters to purchase all of the Bonds if any are purchased.

Legal Matters.

The Bonds will be offered for sale subject to the approval of legality by Schiff Hardin & Waite and Carney & Brothers, Ltd., Chicago, Illinois, Co-Bond Counsel. Certain legal matters will be passed upon for the City by its Corporation Counsel, and for the Underwriter, by Katten Muchin & Zavis and Armendariz & Magdziarz, Chicago, Illinois. In addition, appropriate certificates in connection with such matters and matters affecting the requirements which must be met in order for the interest on the Bonds to be excludible from gross income for federal income tax purposes will be obtained from the City.

Litigation.

There is no litigation pending in any court or, to the knowledge of the City, threatened, questioning the corporate existence of the City, or which would restrain or enjoin the issuance or delivery of the Bonds, or which concerns the proceedings of the City taken in connection with the Bonds.

Tax Exemption.

In the opinions of Co-Bond Counsel, interest on the Bonds under present law is not includible in "gross income" for federal income tax purposes and thus is exempt from federal income taxes based on gross income. This opinion is subject to compliance by the City with its covenant described below.

Certain requirements must be met in order for the interest on the Bonds to be excludible for gross income for federal income tax purposes. These requirements relate to the use and investment of various proceeds and funds of the City in connection with the Bonds and the use of property financed by the Bonds. The City has covenanted to comply with all of these requirements. If the City were to fail to comply with these requirements, interest on the Bonds could become includable in gross income for federal income tax purposes retroactively to the date the Bonds are issued.

Co-Bond Counsel are also of the opinion that interest on the Bonds is not an item of tax preference for purposes of computation of the alternative minimum tax for individuals or corporations. Interest on the Bonds is, however, included in "earnings and profits" of certain corporations and thus may be taken into account in calculation of the alternative minimum tax for those corporations. Interest on the Bonds may also be taken into account in calculating federal income taxes based in whole or in part on "earnings and profits" for certain corporations, such as the branch profits tax and the environmental tax.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain institutions, certain insurance companies, certain S Corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Bonds should consult their tax advisor as to applicability of any of those collateral consequences.

Interest on the Bonds is not exempt from present Illinois income taxes.

No Rating.

No application was made to any rating agency requesting a credit rating on the Bonds.

Miscellaneous.

The summaries or descriptions in this Official Statement of provisions in the Bond Ordinance, the Redevelopment Plan and Project and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions and do not constitute complete statements of such documents or provisions. Reference is made to the complete documents relating to such matter for further information, copies of which will be furnished by the City upon written request delivered to the Office of the City Comptroller, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602.

Any statements made in this Official Statement indicated to involve matters of opinion or estimates are represented as opinions or estimates in good faith. There is no assurance that the facts will materialize as so opined or estimated.

The City has authorized the distribution of this Official Statement.

This Official Statement has been duly executed and delivered by the City Comptroller on behalf of the City.

City of Chicago

By: _____
City Comptroller

Appendices "A", "B" and "C" attached to this Preliminary Official Statement read as follows:

Appendix "A".
(To Preliminary Official Statement)

Certain Definitions.

"Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, Division 74.4 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-74.4-1, et seq., as amended and supplemented from time to time.

"Additional Bonds" means any Bonds issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds under the Bond Ordinance.

"Aggregate Certified Initial Equalized Assessed Value" means the aggregate of the Certified Initial Equalized Assessed Value of each piece of property in the Original Project Area and in areas encompassing the Added Property.

"Bond Year" means a 12-month period commencing on December 1 of each calendar year and ending on November 30 in the next succeeding calendar year, provided, however, that the initial Bond Year with respect to the Bonds shall commence on the date of issuance and end as of November 30, 1994.

"Certified Initial Equalized Assessed Value" means (i) with respect to the Original Project Area, in the aggregate, $_____; (ii) with respect to the Added Property, in the aggregate, $_____; and (iii) with respect to the Expanded Project Area, the sum of (i) and (ii), in each case as certified by the Clerk of the County of Cook, Illinois in accordance with Section 11-74.4-9 of the Act.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of the City.

"Debt Service Reserve Requirement" means as of the date of calculation, an amount of money equal to [Maximum Annual Debt Service].

"Designated Officer" means the Comptroller of the City or his or her designees or assigns.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest on any of such obligations) of

the character described in this definition as long as the receipt, certificate or other evidence of an ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safe keeping on behalf of the holders of the receipt, certificate or other evidence of ownership interest in them.

"Incremental Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Expanded Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Expanded Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Expanded Project Area over and above the Certified Initial Equalized Assessed Value of each such piece of property.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within its meaning.

"Junior Lien Bonds" shall mean obligations of the City payable from Pledged Revenues which are specifically subordinate and junior to the Bonds and any Additional Bonds.

"Maximum Annual Debt Service" means, at any given time of determination, an amount equal to the maximum principal and interest requirement on the Bonds then outstanding in the current or in any succeeding calendar Bond Year by reason of stated maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund.

"Phase I Developer" means, collectively, Central Station Development Corporation, an Illinois corporation, Central Station Limited Partnership, an Illinois limited partnership, 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership, and Forest City Central Station, Inc., an Ohio corporation.

"Pledged Revenues" means Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, premium, if any, and interest on the Bonds, including, without limitation, amounts on deposit in and pledged to various funds and accounts (other than the Rebate Account) as provided in the Bond Ordinance, together with interest earnings thereon.

"Principal and Interest Requirements" means, for any Bond Year, the amount required to pay the principal (including mandatory sinking fund

redemption payments) of and interest due on all outstanding Bonds and any Additional Bonds during such Bond Year.

"Program Expenses" means, in any Bond Year, all initial and ongoing administrative expenses related to or incurred in connection with the Bonds and any Additional Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar, or paying agent, (ii) the expected annual fees or premiums of any issuer or provider of any credit enhancement with respect to the Bonds or any Additional Bonds, which expected annual fees may include additional amounts owing to such issuer or provider pursuant to any reimbursement or other agreement, other than reimbursement obligations arising from any draw or payment under such credit enhancement instrument and other than payments on the Bonds, (iii) fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code, and (iv) auditing fees incurred in connection with the preparation of the financial statements required pursuant to the Bond Ordinance; but excluding, specifically, expenses of the City relating specifically to the administration of the Project.

"Project Costs" means those costs included in the definition of "Redevelopment Project Costs" in the Act as in effect on the effective date of the Bond Ordinance and shall also include any costs added to the definition of "Redevelopment Project Costs" in the Act from time to time after the effective date of the Bond Ordinance; in no event, however, shall the removal of a cost from the definition of "Redevelopment Project Costs" from and after the effective date of the Bond Ordinance cause such cost not to be a "Project Cost" within the meaning of the Bond Ordinance.

"Qualified Financial Institution" means the Trustee and any bank trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims paying abilities are rated in any of the three highest rating categories (without reference to subcategories) by a Rating Agency. For purposes of this definition, the term "financial services company" shall include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into any transaction pertaining to, applicable or limited to a Qualified Financial Institution.

"Qualified Investments" means Government Securities and any of the following securities which at the time of investment of any amounts in any Fund or Account established pursuant to the Bond Ordinance are legal investments under the laws of the State of Illinois for such Fund or Account:

(a) obligations of the Export-Import Bank of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Finance Bank, the Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration, the

Federal Farm Bank and the Federal Home Loan Mortgage Association, including obligations of any other agency or corporation which has been or may be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America, which obligations of such agency or corporation have been approved for inclusion among such a list of agency or corporation obligations by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions of any such obligations (which may consist of specified portions of the interest on any such obligations) of the character described in this clause, which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause;

(b) direct and general obligations of the State of Illinois;

(c) direct and general obligations of any state, other than Illinois, which obligations are rated in either of the two highest rating categories by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds;

(d) repurchase agreements for obligations described in the definition of Government Securities and in clause (a) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least $50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee as if it or its agent in that capacity were the holder of the underlying obligations) with a market value at least equal to the repurchase amount;

(e) negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in the definition of Government Securities or in subparagraph (a), (b) or (c) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps

which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations), and provided 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, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation or any successor agency or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on such deposits, investment agreements or similar banking arrangements or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements;

(f) money market funds investing solely in Government Securities; and

(g) investment agreements with Qualified Financial Institutions.

"Rating Agency" means any of Standard & Poor's Rating Group, Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co. or Fitch Investors Service, Inc., and their respective successors and assigns.

Appendix "B".
(To Preliminary Official Statement)

Consultant's Report.

Estimate of Incremental Property Taxes

Tax Increment Allocation Bonds
(Near South Redevelopment Project)
Series 1994A
Chicago, Illinois

Secured By
Pledged Incremental Property Taxes
Resulting From The Near South
Redevelopment Project Area

Prepared For:
The City Of Chicago

Prepared By:
Trkla, Pettigrew, Allen & Payne, Inc.
Chicago, Illinois

June 9, 1994

Executive Summary.

On November 28, 1990, the City of Chicago, Illinois (the "City") adopted the Central Station Area Tax Increment Financing Redevelopment Project and Plan (the "Original Area Redevelopment Plan") which provides for the redevelopment of approximately 127 acres (the "Original Project Area"). The Original Project Area is located south of the Chicago Loop and is generally bounded on the north by 11th Street, on the south by Cullerton Street, on the east by the southbound lanes of Lake Shore Drive, and on the west by Michigan Avenue (between 11th and 14th Streets), Indiana Avenue (between 14th and 16th Streets), and the Illinois Central Railroad right-of-way (between 16th and Cullerton Streets).

On _____ 1994, the City amended the Original Area Redevelopment Plan (the "Near South Redevelopment Project and Plan") to provide for the redevelopment of approximately 248 additional acres (the "Added Property"). The Added Property is located immediately west of the Original Project Area, and is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets), the Illinois Central Railroad right-of-way (between 16th and 18th Streets) and Calumet Avenue (between 18th and 21st Streets).

The Original and the Near South Redevelopment Project and Plans (collectively referred to as the "Expanded Area Redevelopment Plan") were adopted to overcome conditions of blight and obsolescence found throughout the approximately 375 acres contained within the Original Redevelopment Project Area and Added Property (collectively referred to as the "Expanded Project Area"), and to improve the economic and physical well-being of the City.

The development of the Original Project Area is governed by the "Central Station Development Guidelines" adopted by the Chicago Plan Commission on March 1, 1990, the "Central Station Planned Development Amendment" to the Chicago Zoning Ordinance adopted by the City Council on April 6, 1990 and "Master Plan I" implementing the Central Station Plan of

Development adopted by the Chicago Plan Commission on June 13, 1991 and amended on July 15, 1993.

In November 1991, the City entered into a Redevelopment Agreement (as defined herein) with the Phase I Developer (as defined herein) and issued Tax Increment Allocation Bonds (Central Station Project), Series 1991A in the amount of $4,440,000, of which $4,205,000 are currently outstanding (the "Outstanding Bonds"), to fund certain public infrastructure improvements to stimulate private investment in the Original Project Area. The Outstanding Bonds are secured by Pledged Incremental Property Taxes resulting from the Original Project Area. Pursuant to the Redevelopment Agreement, the Phase I Developer has constructed and is required to complete the construction of certain public and private improvements, collectively referred to as the "Phase I Improvements". See the information set forth under the caption "The Redevelopment Project Area" in the Official Statement for a more complete description of the responsibilities of the City and the Phase I Developer. The Phase I Improvements include Phase I Public Improvements and Phase I Private Improvements. Phase I Public Improvements include constructed and to-be-constructed public infrastructure improvements which are more fully described in Section 2, Expanded Area Redevelopment Plan Overview. The Phase I Private Improvements include the construction of residential dwellings.

Currently, the Phase I Developer is engaged in constructing 180 residential townhomes and condominiums. See Section 2, Expanded Area Redevelopment Plan Overview, for a more detailed description of these residential developments. Presently, 138 of the 180 residential units are in various stages of construction -- from foundations in place to units completed and occupied. The Phase I Developer reports that all 180 units will be completed and occupied by the spring of 1995. Currently, the average sales price of all units is approximately $310,000.

In addition to the Phase I Private Improvements, several developers have presented to the City various proposals for development within the Expanded Project Area. Included in this Report, and collectively referred to as the "Proposed Developments", are the following three proposed developments: (1) the Cultural Center (defined herein), (2) Prairie Place (defined herein) and (3) Lincoln Commons (defined herein). These Proposed Developments are included in this Report as part of the Phase II Private Improvements that may be, but are not required to be constructed within the Expanded Project Area. Phase II Private Improvements may contain more developments than the Proposed Developments.

Additionally, the City is currently contemplating certain additional public improvements and facilities to stimulate the Phase II Private Improvements. These contemplated improvements and facilities are referred to as the "Phase II Public Improvements". Collectively, Phase II Private Improvements and Phase II Public Improvements are referred to as the "Phase II Improvements".

To continue to achieve the objectives of the Expanded Area Redevelopment Plan, the City proposes to issue Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A (the "Bonds"). The Bonds will be secured by Pledged Incremental Property Taxes resulting from increases in the E.A.V. of the Expanded Project Area. Use of Bond Proceeds is estimated as follows:

$ 5,000,000	Refund Outstanding Bonds
8,000,000	Phase I Public Improvements
5,000,000	Phase II Private Improvements
4,000,000	Phase II Public Improvements
$22,000,000	TOTAL[1]

Scope Of This Report.

Trkla, Pettigrew, Allen & Payne, Inc. ("T.P.A.P.") has been engaged by the City to estimate potential Incremental Property Taxes to be generated by the reassessment of land and improvements, as well as developments named in this Report, and other assumptions contained in this Report. T.P.A.P. has relied upon information from various parties, including Cook County officials, City officials, and the Phase I Developer to estimate Incremental Property Taxes. No representations or assurances can be made that the receipt of Incremental Property Taxes will be realized at the levels estimated in this Report. The receipt of Incremental Property Taxes may be adversely impacted by future economic conditions. T.P.A.P. has not conducted any market feasibility study to determine real estate market conditions which exist in the Expanded Project Area. Consideration of market conditions is outside the scope of T.P.A.P.'s engagement.

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1 This estimate excludes capitalized interest, debt service reserves, Bond issuance costs and professional fees. All estimated costs are subject to change up through the day of Bond closing.

Any purchaser of the Bonds must make an independent judgment as to whether the assumptions on which this Report is based are reasonable in light of general market conditions as well as the conditions of findings and risks described in this Report. Additionally, purchasers of the Bonds should review the risks set forth in the Official Statement, of which this Report is a part.

This Report dated _____, 1994 is T.P.A.P.'s final Report. T.P.A.P. has no obligation to update this Report for any reason.

Key Findings.

T.P.A.P.'s key findings are summarized below:

1. Projected Incremental Property Taxes Attributable to Reassessment within the Expanded Project Area, and Phase I Private Improvements. T.P.A.P. estimated Incremental Property Taxes with respect to the Expanded Project Area utilizing two alternative tax rates. See item 8, Tax Rate, in Section 4, Overview of Assumptions and Calculation of Incremental Property Taxes, for a description of the two alternative tax rates. Summarized here are the estimated Incremental Property Taxes as a result of (i) the reassessment of land and improvements contained within the Expanded Project Area, (ii) the assessment of the Phase I Private Improvements, and (iii) other assumptions and conditions contained in this Report. Using Alternative I Tax Rate (defined herein), T.P.A.P. estimates that approximately $74,680,000 in Incremental Property Taxes will be generated over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $793,000 in collection year 1994 to $8,160,000 in collection year 2013. Using Alternative II Tax Rate (defined herein), T.P.A.P. estimates that approximately $90,565,000 in Incremental Property Taxes will be generated over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $750,000 in collection year 1994 to $6,250,000 in collection year 2013.

2. Projected Incremental Property Taxes Attributable to Proposed Developments. Summarized here are the estimated Incremental Property Taxes to be generated within the Expanded Project Area as a result of (i) the assessment of Proposed Developments, and (ii) other assumptions and conditions contained in this Report. Using Alternative I Tax Rate, T.P.A.P. estimates that approximately $18,605,000 in Incremental Property Taxes will be generated over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $275,000 in collection year 1996 to $1,335,000 in collection year 2013. Using the Alternative II Tax Rate, T.P.A.P. estimates that approximately $17,765,000 in

Incremental Property Taxes will be generated over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $290,000 in collection year 1996 to $1,180,000 in collection year 2013.

3. Summary of Conclusions. Based on information provided by the various parties named in this Report and other findings discussed in this Report, and current assessment practices of Cook County, Illinois, as well as the State's current legislation regarding taxation of real property and subject to the conditions, risks and assumptions stated herein, T.P.A.P. is of the opinion that the estimated Incremental Property Taxes stated in this Report reasonably reflect levels of property tax revenue which can be achieved if the properties within the Expanded Redevelopment Project Area remain economically viable over the life of the Bonds.

1.

Definitions.

"Act" means the Tax Increment Allocation Redevelopment Act, as amended and supplemented from time to time, and specifically as supplemented by the Local Government Debt Reform Act.

"Added Property" means the approximately 248 acres of land added to the Original Project Area by the adoption of the Near South Redevelopment Area Project and Plan, and which is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets) and the Illinois Central Railroad right-of-way (between 16th and 18th Streets), and Calumet Avenue (between 18th and 21st Streets). See Figure 2b for an illustration of the Added Property.

"Assessor" means the County Assessor's Office.

"A.V." means the County Assessed Valuation of real property.

"Bonds" means the Tax Increment Allocation Bonds (Expanded Central Station Project), Series 1994A, of the City for the furtherance of the Expanded Area Redevelopment Plan which are secured by Incremental Property Taxes.

"Central Station Private Development Program" means the approximately 20 year multiple-phase, mixed-use development program and plan to be undertaken by the Phase I Developer within the Original Project

Area. That development program will provide for commercial, retail, exhibition, office, hotel, residential, institutional, public and recreational uses of the Phase I Developer Controlled Property.

"Certified Initial E.A.V." means the estimated E.A.V. of all taxable real property within the Expanded Project Area at the time the Expanded Area Redevelopment Plan is adopted, which is the combined total of $3,223,423 of Certified Initial E.A.V. for the Original Redevelopment Project, plus an estimated $124,718, 560 of 1992 E.A.V. for the Added Property, or a total of $127, 941,983, and which serves as the E.A.V. base from which Incremental E.A.V. and Incremental Property Taxes are calculated.

"City" means the City of Chicago, Illinois.

"County" means Cook County, Illinois.

"C.P.I." means the United States Consumer Price Index.

"E.A.V." means Equalized Assessed Valuation as equalized by the State Equalization Factor for the County.

"Expanded Area Redevelopment Plan" means the Near South Redevelopment Area Project and Plan adopted by the City on _____ ____, 1994.

"Expanded Project Area" means collectively the Original Project Area and the Added Property.

"F.M.V." means the estimated Fair Market Values as determined by the Assessor for each taxable parcel within the Expanded Project Area.

"Fund" means the Special Tax Allocation Fund established by the City and required by State law to be maintained in connection with the Expanded Area Redevelopment Plan for the receipt of Incremental Property Taxes.

"I.C.R.R." means the Illinois Central Railroad.

"I.C.R.R. Parcel" means approximately 36 acres of vacant land in fee simple and 34 acres of air rights over the railroad right-of-way of METRA purchased by the Phase I Developer from the I.C.R.R. on April 17, 1990.

"Incremental Property Tax" or "Incremental Property Taxes" means the portion of property taxes estimated to be generated from E.A.V. over and above the Certified Initial E.A.V. as a result of the reassessment of land and improvements as well as new and proposed developments within the Expanded Project Area.

"Indiana Parcel" means approximately two acres of land in fee simple purchased by the Phase I Developer on June 27, 1989, and generally

bounded on the north by 13th Street, on the south by 14th Street, on the east by Indiana Avenue, and on the west by the alley east of Michigan Avenue.

"METRA" means the Commuter Rail Division of the Regional Transportation Authority having jurisdiction over the six-county Chicago metropolitan region.

"Non-Taxed Property" means property not assessed for real estate taxes by the County and controlled by I.C.R.R. or other tax-exempt entities including, but not limited to, METRA, the Chicago Park District, the City and the Metropolitan Pier and Exposition Authority.

"Official Statement" means the document of the City describing the Bonds.

"Original Area Redevelopment Plan" means the Central Station Area Tax Increment Financing Redevelopment Project and Plan adopted by the City on November 28, 1990.

"Original Project Area" means the approximately 127 acres of land designated as the Central Station Area Tax Increment Financing Redevelopment Project and Plan on November 28, 1990, which is generally bounded on the north by 11th Street (as extended east over the I.C.R.R. and METRA rights-of-way), on the south by Cullerton Street (as extended east over same said rights-of-way), on the east by the eastern edge of the southbound lanes of Lake Shore Drive, and on the west by the western edge of Michigan Avenue (between 11th and 14th Streets), the western edge of Indiana Avenue (between 14th and 16th Streets), and the western edge of the I.C.R.R. right-of-way (between 16th and Cullerton Streets).

"Other Taxable Property" means non-Phase I Developer Controlled Property located within the Expanded Project Area and which is assessed by Cook County and subject to real property taxes.

"Outstanding Bonds" means the $4,400,000 Tax Increment Allocation Bonds (Central Station Project), Series 1991A, of which $4,205,000 is outstanding.

"Phase I Developer" means collectively the following four separate entities: Central Station Limited Partnership, 1304 South Indiana Avenue Limited Partnership, Forest City Central Station, Inc. and Central Station Development Corporation.

"Phase I Developer Controlled Property" means approximately 72 acres of property contained within the I.C.R.R. Parcel and the Indiana Parcel, illustrated in Figure 5, which are controlled by the Phase I Developer.

"Phase I Improvements" means collectively the Phase I Public Improvements and Phase I Private Improvements.

"Phase I Private Improvements" means the 180 residential townhomes and condominiums constructed or in various phases of construction by the Phase I Developer, and which are contained within the following three residential developments: Harbor Square, Park Row and Centennial Court.

"Phase I Public Improvements" means the first phase of the public infrastructure and public facilities required to be constructed pursuant to the Redevelopment Agreement by the Phase I Developer, and which are illustrated in Figure 3, Public Redevelopment Program: Original Area, and titled "Phase I Public Improvements Constructed" and "Phase I Public Improvements Required to be Constructed by the Phase I Developer Pursuant to the Redevelopment Agreement".

"Phase II Improvements" means the possible public and private improvements to be constructed in the Expanded Project Area and includes the Prairie Place and Lincoln Commons developments and the Cultural Center described in this Report.

"Pledged Incremental Property Taxes" means the actual Incremental Property Taxes distributed by the County to the City, and which are used to secure principal and interest payments on the Bonds.

"Proposed Developments" means the private improvements included within the Phase II Improvements, specifically Prairie Place, Lincoln Commons and the Cultural Center.

"Public Redevelopment Program" means public infrastructure and public facility improvements to be constructed by the City in the Expanded Project Area, either under direct supervision by the City or through a developer acting as the City's agent.

"Redevelopment Agreement" means the Redevelopment Agreement, as amended by the First Amendment to Central Station Redevelopment Agreement, as amended from time to time, entered into by the Phase I Developer and the City which provides the framework which the City and Phase I Developer will use in implementing a portion of the Central Station Private Development Program and a portion of the Public Redevelopment Program for the Original Project Area.

"Report" means this Report of Estimated Incremental Property Taxes prepared by T.P.A.P..

"R.O.W.s" means right(s)-of-way.

"State" means the State of Illinois.

"State Equalization Factor" means a multiplication factor issued by the Illinois Department of Revenue to the County which is applied to assessed

valuations and designed to make all real estate valuations statewide 33⅓ percent of F.M.V..

"Tax Code" means the five-digit number assigned by the County which identified the taxing districts having jurisdiction over the same parcels. The principal Tax Codes for the Expanded Project Area are 76015 and 76016.

"Tax Limitation Act" means the Property Tax Extension Limitation Act, Public Act 87-17 of the State.

"T.I.F." means Tax Increment Financing.

"T.P.A.P." means Trkla, Pettigrew, Allen & Payne, Inc., located in Chicago, Illinois.

2.

Expanded Area Redevelopment Plan Overview.

On November 28, 1990, the City adopted the Original Area Redevelopment Plan pursuant to the Act to overcome conditions of blight and obsolescence, and to improve the economic and physical well-being of the City. The Original Project Area contains approximately 127 acres, is located south of the Chicago Loop, and is generally bounded on the north by 11th Street, on the south by Cullerton Street, on the east by the southbound lanes of Lake Shore Drive, and on the west by Michigan Avenue (between 11th and 14 Streets), Indiana Avenue (between 14th and 16th Streets) and the Illinois Central Railroad right-of-way (between 16th and Cullerton Streets).

During the process of implementing the Original Area Redevelopment Plan, it became evident to the City that changes in the boundaries of the Original Project Area and the Public Redevelopment Program were necessary in order to achieve the goals and objectives as set forth in the Original Area Redevelopment Plan. Accordingly, on _____, 1994, the City adopted the Expanded Area Redevelopment Plan to overcome conditions of blight and obsolescence within the Expanded Redevelopment Project Area. The Added Property contains approximately 248 acres, is located immediately west of the Original Project Area, and is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets), the Illinois Central Railroad right-of-way (between 16th and 18th Streets) and Calumet Avenue (between 18th and 21st Streets).

Figure 1, Redevelopment Project Area Setting, illustrates the location of the Original Project Area and the Added Property within Chicago's south Loop region, as well as the locations of other major developments or facilities within or near the south Loop region. Figure 2a, Original Project Area and Block Configuration, and Figure 2b, Added Property and Block Configuration, illustrate the boundaries and County block number configurations of the Original Project Area and the Added Property. The total land area (including alleys and rights-of-way) within the Expanded Project Area is approximately 375 acres.

Public Redevelopment Program.

Pursuant to the Act and the Expanded Area Redevelopment Plan, the City has constructed and proposes to construct, or cause to be constructed, certain public infrastructure improvements and public facilities to stimulate private investment within the Expanded Project Area. All or a portion of the proposed public improvements and public facilities are anticipated to be funded through tax increment allocation bonds, and possibly other available public funds, over the life of the Expanded Area Redevelopment Plan. Summarized below are the public infrastructure improvements and public facilities to be undertaken in the Expanded Project Area.

Original Project Area. Figure 3, Public Redevelopment Program: Original Project Area, illustrates the Phase I Public Improvements which have been and will be constructed in the Original Project Area and certain other public improvements which may be constructed in that area as part of the Expanded Area Redevelopment Plan. Completed Phase I Public Improvements include: (1) reconstruction of Roosevelt Road, between Michigan Avenue and Indiana Avenue; (2) reconstruction of Indiana Avenue between Roosevelt Road and 16th Street; and (3) construction of the outfall sewer extending west from Indiana Avenue at 14th Street. Phase I Public Improvements to be constructed include: (1) construction of 14th Street, between Michigan and Prairie Avenues; (2) construction of 15th Street, between Indiana and Prairie Avenues; (3) construction of Prairie Avenue, between 14th and 15th Streets; (4) construction of a new park north of 14th Street and east of Indiana Avenue; and (5) construction of a new park south of 15th Street. Possible additional public improvements to the Original Project Area include new and improved roadways, new parks and open space.

Added Property. Figure 4, Public Redevelopment Program: Added Property, illustrates public infrastructure improvements and public facilities proposed to be undertaken by the City within the Added Property pursuant to the Expanded Area Redevelopment Plan. Proposed improvements may include, but are not limited to: resurfacing or reconstruction of all existing street pavement which is currently in a

deteriorating condition; repair or reconstruction of all deteriorating curbs and gutters; replacement or reconstruction of sidewalks as part of a comprehensive streetscape/pedestrian walkway system for major parts of the amended area; and coordination and implementation of transit station and structure improvements with other public improvement projects.

Private Development Program.

Original Project Area.

Concurrent with the City's Original Area Redevelopment Plan initiative, four separate entities -- Central Station Limited Partnership, 1304 South Indiana Limited Partnership, Forest City Central Station, Inc. and Central Station Development Corporation (collectively referred to as the "Phase I Developer") -- were formed by Forest City Enterprises, Inc., Fogelson Properties, Inc., G. W. Fogelson and B. J. Spathies to implement the Central Station Private Development Program. On June 27, 1989 the Phase I Developer purchased approximately 2 acres of land in fee simple (the "Indiana Parcel"). On April 17, 1990 the Phase I Developer purchased from the Illinois Central Railroad (the "I.C.R.R.") approximately 36 acres of vacant land in fee simple, and 34 acres of air rights over the railroad right-of-way of METRA, the Commuter Rail Division of the Regional Transportation Authority (the "I.C.R.R. Parcel"), collectively referred to as the Phase I Developer Controlled Property. Figure 5, Property Control: Original Area, illustrates the approximately 72 acres of land and air rights controlled by the Phase I Developer.

The private development of the Original Redevelopment Project Area is governed by the "Central Station Development Guidelines" adopted by the Chicago Plan Commission on March 1, 1990, the "Central Station Planned Development Amendment" to the Chicago Zoning Ordinance adopted by the City Council on April 6, 1990 and "Master Plan I" implementing the Central Station Plan of Development adopted by the Chicago Plan Commission on June 13, 1991 and amended on July 15, 1993.

The Phase I Developer has begun implementing the Central Station Private Development Program. Under the Central Station Private Development Program, the Phase I Developer plans to construct, or cause to be constructed, commercial, retail, exhibition, office, hotel, residential, institutional, recreational and public developments. Summarized below are the Phase I Private Improvements which have been or are currently being constructed by the Phase I Developer.

Phase I Private Improvements. The Phase I Private Improvements consist of three residential townhome/condominium developments containing a total of 180 units which are presently in various stages of construction and which are located on approximately 10 acres of Phase I

Developer Controlled Property. Those developments include: (1) Park Row, containing 69 townhomes with an average sales price of approximately $350,000; (2) Harbor Square, containing 88 condominiums with an average sales price of approximately $235,000; and (3) Centennial Court, containing 23 townhomes with an average sales price of approximately $475,000. Figure 6, Phase I Private Improvements and Proposed Developments, illustrates the Phase I Private Improvements which are under construction. For a more complete description of their construction status, please refer to Section 4, Overview of Assumptions and Calculation of Incremental Property Taxes.

Expanded Project Area.

To stimulate additional private investment within the Expanded Project Area, the City proposes to issue Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A (the "Bonds"). Use of Bond Proceeds is estimated as follows:

$ 5,000,000	Refund Outstanding Bonds
8,000,000	Phase I Public Improvements
5,000,000	Phase II Private Improvements
4,000,000	Phase II Public Improvements
$22,000,000	TOTAL[1]

The estimated $9,000,000 used to fund Phase II Improvements is to stimulate private development within the Expanded Project Area.

Proposed Developments. Several developers have presented to the City various proposals for development within the Expanded Project Area.

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1 This estimate excludes capitalized interest, debt service reserves, Bond issuance costs and professional fees. All estimated costs are subject to change up through the day of Bond closing.

The City directed T.P.A.P. to estimate Incremental Property Taxes for proposed developments which either (1) reduce E.A.V. within the Expanded Project Area or (2) are to be undertaken by developers with whom the City has a proven joint development track record within the Expanded Project Area. These criteria narrowed the proposed developments to the following Proposed Developments:

-- Cultural Center. Soka Gakkai International proposes to construct an approximately 26,000 square foot cultural center on approximately 2.62 acres of land in the Added Property.

-- Prairie Place. The Phase I Developer reports that construction of this 119-unit townhome development will commence in fall 1994, and all units will be occupied by fall 1996. The Prairie Place townhomes are expected to have an average sale price of $340,000 per unit.

-- Lincoln Commons. The Phase I Developer reports that construction of this 48-unit townhome development will commence in fall 1994, and all units will be occupied by December 1995. The Lincoln Commons townhomes are expected to have an average sale price of $160,000 per unit.

Figure 6, Phase I Private Improvements and Proposed Developments, illustrates the locations of Phase I Private Improvements and Proposed Developments.

3.

Assumptions And Conditions Of Findings.

T.P.A.P. was engaged by the City of Chicago to prepare an estimate of Incremental Property Taxes that may be generated by increases in E.A.V. within the Expanded Project Area as a result of (i) reassessments of land and improvements, (ii) assessments of Phase I Private Improvements, (iii) assessments of Proposed Developments, and (iv) application of the assumptions contained in this Report.

T.P.A.P. has relied on various assumptions outlined in Section 4, Overview of Assumptions and Calculations of Incremental Property Taxes. These assumptions are based on conclusions reached from the review and analysis of information and data collected during the compilation of this Report. This information and data were provided by various parties, including the City, County, State and other sources. No assurance can be

made, however, that this information and data are accurate, complete or reliable.

T.P.A.P. has not conducted any market feasibility study to determine the real estate market conditions which exist in the Expanded Project Area. Consideration of real estate market conditions is outside the scope of T.P.A.P.'s engagement. It is the responsibility of the readers of this Report to ascertain whether the Phase I Private Improvements and Phase II Improvements and the assumptions contained in this Report are reasonable, in light of local and regional market influences, and to determine their affect on Incremental Property Taxes.

In addition to the continuing validity of the assumptions, the estimate of Incremental Property Taxes contained in this Report is dependent upon the following conditions and actions not occurring. Any alteration in the assumptions or conditions described herein may affect the estimate of Incremental Property Taxes. Since the conditions are outside the control of T.P.A.P. and their occurrence and/or magnitude of occurrence cannot be predicted with certainty, T.P.A.P. has identified them, but cannot determine the effect they will have on the estimates made in this Report.

1. Possible Future Actions by the State:

   a. Changes in the State Equalization Factor caused by a change in the County assessment rates or the method by which the State calculates this factor.

   b. Changes in legislation affecting the ability of the County to assess property by the assessment rates defined in the County's Property Classification Ordinance.

   c. Legislative changes in the level and method of providing assistance to local governments, which may affect local government's reliance upon property tax revenues.

   d. Changes in the Tax Limitation Act which would further limit the ability of local governments to extend or increase property tax rates or levies.

   e. A revision to State law requiring tax rates to be set against the current year's E.A.V., instead of the prior year.

   f. Changes in property tax laws which may affect or delay the timing or distribution of property taxes.

2. Possible Future Actions by the City:

   a. Amendments to the Chicago Property Tax Limitation Ordinance or the enactment of any additional ordinances which may further restrict the ability of the City to extend or increase property tax levies.

   b. Failure to administer the Expanded Project Area, including managing T.I.F. funds for the timely payment of principal and interest on the Bonds.

3. Possible Future Actions by the County:

   a. A change in the method of estimating the fair market value (F.M.V.) of property in the County.

   b. A change in the assessment rates contained in the Property Classification Ordinance and which are applied to the estimated F.M.V..

   c. Amendments to the Cook County Property Tax Relief Ordinance, or the enactment of any additional ordinances which may further restrict the ability of the County to extend or increase property tax levies.

   d. A failure of the County Treasurer to distribute Incremental Property Taxes in a timely manner to the City or designated Trustee.

4. Possible Future Actions by Other Taxing Agencies:

   A reduction in a taxing agency's property tax levy for whatever reason, which may result in a reduction in the property tax rate and Incremental Property Taxes.

5. Possible Future Actions by Property Owners:

   a. The failure of the current or future owners and their managers, leasing agents or other professionals to maintain the economic viability of their property and to act promptly to replace tenants, or sell their property to new occupants, once the premises are vacated.

   b. The filing for bankruptcy, which may result in the non-payment of real estate taxes, and may prevent unpaid taxes from being offered at the County's annual tax sale.

c. Successful application by one or more owners for the reduction of A.V. of a property below the levels estimated in this Report.

d. Successful application by one or more owners for the reduction of A.V. through any of the County's special assessment classifications designed to stimulate investment, the collective result of which may be a reduction in Incremental Property Taxes.

e. The failure to pay property taxes in a timely manner.

f. The conveyance of property by one or more owners to tax-exempt entities, the collective result of which maybe a reduction in Incremental Property Taxes.

6. General Economic Conditions:

a. A lower than historic inflationary growth in property values within the Expanded Project Area, i.e., below the inflation estimates assumed in this Report.

b. Adverse environmental conditions, which may prevent or delay the construction of the Phase I or Phase II Improvements or render all or a portion of the Expanded Project Area unusable if discovered after completion.

c. Real estate market conditions, neighborhood changes, rezoning, federal, state or local economic conditions, etc. may prevent or delay the sale of residential units, or reduce the value of real estate within the Expanded Project Area.

7. Force Majeure Conditions:

a. Riots, civil disturbances, vandalism, fires, various natural disasters or other "acts of God" affecting the conditions and viability of properties, which may reduce or eliminate Incremental Property Taxes.

b. Labor strikes, or shortages in materials or labor which may delay construction of the Phase I Improvements and Phase II Improvements and reduce Incremental Property Taxes.

4.

Overview Of Assumptions And Calculation Of Incremental Property Taxes.

This section provides an overview of the assumptions and methodologies used in estimating the Incremental Property Taxes to be generated within the Expanded Project Area. Incremental Property Taxes are the portion of real estate taxes generated from E.A.V. over and above the Certified Initial E.A.V. established by the County Clerk's Office for the Expanded Project Area. The Expanded Project Area begins generating Incremental Property Taxes after the total E.A.V. of all taxable real property within the Expanded Project Area exceeds the Certified Initial E.A.V..

General Methodology For Calculating Equalized Assessed Valuation.

E.A.V. is calculated for each property within the Expanded Project Area as follows:

	Estimated Fair Market Value
x	Assessment Rate
=	Assessed Valuation
x	State Equalization Factor
=	Equalized Assessed Valuation

General Methodology For Calculating Incremental Property Taxes.

Incremental Property Taxes for the Expanded Project Area are calculated as follows:

	Total Equalized Assessed Valuation
–	Certified Initial E.A.V.
=	Incremental E.A.V.
x	Tax Rate
=	Gross Incremental Property Taxes
x	Tax Collection Rate
=	Incremental Property Taxes

Assumptions Underlying Incremental Property Taxes.

Each of the factors outlined in the above calculations and assumed for this analysis are reviewed below.

1. Estimated Fair Market Value ("F.M.V.").

The County Assessor assesses a parcel of property by (a) estimating the F.M.V. of the land and improvements of that parcel, (b) multiplying the F.M.V. by the appropriate assessment rate to derive the assessed valuation ("A.V."), and (c) multiplying the A.V. by the State Equalization Factor to derive the equalized assessed valuation ("E.A.V.") of that parcel. Due to the multiple assessment rates (see Item 2, Assessment Rates) and large number of parcels within the Expanded Project Area (over 1,000) containing various assessment rates, the value of most properties within the Expanded Project Area is reviewed and summarized later in Item 4, Calculation of Estimated E.A.V. and Percent of Full Assessment: 1993 -- 2013.

Reviewed below and summarized in Table 1, Estimated Fair Market Value of Value Enhancements, are the estimated F.M.V. attributed to or generated by Phase I Improvements and Proposed Developments (excluding the Cultural Center). Included in Table 1 and as described more fully below is an estimate of average sales price per unit, estimated F.M.V. per unit, total F.M.V., construction commencement and occupancy schedules, and an estimate of the percent of full assessment achieved through the year in which each development or value enhancement is fully assessed. Figure 7, Phase I Private Improvements and Development Schedule, illustrates the location and timing of construction and occupancy of the Phase I Private Improvements currently being constructed.

F.M.V. Of Residential Development.

The assumed F.M.V. of residential developments which are contained in the Phase I Private Improvements and Proposed Developments is based on research of the ratio of F.M.V. to sales price, for similar residential properties in the nearby Dearborn Park II neighborhood. In Dearborn Park II, F.M.V. ranges from 55 percent to 65 percent of sales price. For the purpose of estimating the F.M.V. and Incremental Property Taxes for the residential developments contained in the Phase I Private Improvements and Proposed Developments, a ratio of F.M.V. to sales price of 60 percent is used.

Current assessment practices are as follows. Assessment notices or notices of impending assessments are mailed by the Assessor

generally by August in the year of assessment, i.e., August, 1993 for 1993 assessments. Newly constructed improvements that are occupied after August are generally first assessed in the next following year. Improvements occupied before August and less than one year are assessed pro rata for the length of time the improvement is occupied for that year. Additionally, for improvements which have more than one tenant, the assessment is also prorated by the level of occupancy for the improvement in that year. Collectively, these pro rata assessments are referred to in this Report as "Percent of Full Assessment", where "Full Assessment" means the full potential A.V. for a property if 100 percent occupied for the full year.

Reviewed below are the types, amounts and timing of Phase I Improvements which are constructed, currently being constructed and proposed to be constructed within the Expanded Project Area.

Phase I Private Improvements Constructed And Currently Being Constructed.

Presently, the Phase I Developer is constructing three residential developments, including Park Row (69 units), Harbor Square (88 units), and Centennial Court (23 units). Collectively, Harbor Square and Park Row are referred to as "Burnham Place". The Phase I Developer reports progress on each residential development in terms of units "sold" and units on which there is a "deposit" for purchase. Units "sold" refers to units which have either been (1) sold, closed and occupied, or (2) are "under contract for construction" and 10 percent of the purchase price therefor has been paid by the prospective buyer. Units "under contract for construction" include units which are either presently under construction or required to be constructed pursuant to the Redevelopment Agreement. Units with a "deposit" include those units on which prospective buyers have placed $5,000 refundable deposits to tentatively secure their purchases.

Park Row. Of the 69 units, 61 units are sold, and 1 unit has a deposit for purchase. All 69 units are either constructed or are currently being constructed, and 29 constructed units are occupied. All units are anticipated to be occupied by Fall, 1994. The average sales price and F.M.V. of the units is approximately $350,000 and $210,000, respectively. The estimated percent of Full Assessment for the years 1993, 1994 and 1995 is 0 percent, 67 percent and 100 percent, respectively.

Harbor Square. Of the 88 total units, 56 units are sold, and 1 unit has a deposit for purchase. A total of 55 units are constructed or are currently being constructed, and 20 units are

occupied. All units are anticipated to be constructed and occupied by spring 1995. The average sales price and F.M.V. of the units is approximately $235,000 and $140,000, respectively. The estimated percent of Full Assessment for the years 1993, 1994, 1995 and 1996 is 6 percent, 33 percent, 87 percent and 100 percent, respectively.

Centennial Court. Of the 23 total units, 14 units are sold, and 1 unit has a deposit for purchase. A total of 10 units are currently being constructed, none of which are occupied. All units are anticipated to be constructed and occupied by Fall, 1994. The average sales price and F.M.V. of the units is approximately $475,000 and $285,000, respectively. The estimated percent of Full Assessment for the years 1993, 1994 and 1995 is 0 percent, 29 percent and 100 percent, respectively.

Phase I Public Improvements Constructed On Unimproved Vacant Land In The Original Project Area.

As Phase I Public Improvements consisting of roads, utilities and parks are constructed upon unimproved vacant land, the County reclassifies such land from unimproved vacant land to improved vacant land. Summarized in Table 1, Estimated Fair Market Value of Value Enhancements, are the assumed F.M.V.s of improved vacant land, and reviewed in Item 6, Calculation of Equalized Assessed Valuation: 1993 -- 1998, is the application of the F.M.V.s discussed below.

The assumed F.M.V. and resulting E.A.V. of improved vacant land adjacent to Roosevelt Road and Indiana and Prairie Avenues is based on the F.M.V. of improved vacant land within the Chicago South Loop area, including improved vacant properties within the newly created residential community of Dearborn Park II. For purposes of estimating Incremental Property Tax, F.M.V.s per square foot of $20, $23 and $25 are used for improved land along Prairie Avenue, Indiana Avenue and Roosevelt Road, respectively.

Proposed Developments.

Summarized below are Proposed Developments included in the Phase II Improvements which fulfill the City's criteria for inclusion in this Report,

namely that the Proposed Developments either (1) reduce E.A.V. or (2) are to be undertaken by a developer with which a successful track record has been established with the City within the Expanded Redevelopment Project Area.

Cultural Center. On February 10, 1994 Soka Gakkai International filed an Institutional Plan Development application with the City for the construction of the Cultural Center. Once completed, the Assessor will reclassify the property from taxable to tax-exempt, thereby reducing E.A.V..

Prairie Place. The Phase I Developer proposes to construct a 119-unit townhome development on approximately 3.2 acres of Phase I Developer Controlled Property located east of the to-be-constructed Prairie Avenue, and south of the proposed extension of 14th Street. The Phase I Developer reports that construction will begin in Fall, 1994, and all units are anticipated to be occupied by Fall, 1996. Prairie Place townhomes are estimated to have an average sales price and F.M.V. of approximately $350,000 and $210,000, respectively. The estimated percent of Full Assessment for the years 1994, 1995, 1996 and 1997 is 0 percent, 30 percent, 80 percent and 100 percent, respectively.

Lincoln Commons. The Phase I Developer proposes to construct a 48-unit townhome development on approximately 0.5 acres of land located south of 14th Street, and west of Indiana Avenue. The Phase I Developer has options to purchase the privately controlled portions of the site and must negotiate with the City for conveyance of City-owned property, including an alley and right-of-way. The Phase I Developer reports that control of the site will be secured and construction will begin in Fall, 1994, and all units will be occupied by December 1995. Lincoln Commons townhomes are estimated to have an average sales price and F.M.V. of approximately $320,000 and $192,000, respectively. The estimated percent of Full Assessment for the years 1994, 1995 and 1996 is 0 percent, 44 percent and 100 percent, respectively.

Except for the Proposed Developments reviewed above, no other proposed private developments are included for the purpose of estimating Incremental Property Taxes contained in this Report.

2. Assessment Rates.

In 1973, the County adopted the Property Classification Ordinance. The County assesses a property by (a) classifying the property or improvement by its type of use, (b) estimating its

F.M.V. and (c) multiplying its F.M.V. by the appropriate assessment rate described below:

Cook County Major Property Classifications		Assessment Rate
1	Vacant Land	22%
2	Residential (6 units or less)	16
3	Residential (more than 6 units)[1]	33
4	Not-For-Profit	30
5a	Commercial	38
5b	Industrial	36

Since the adoption of the Property Classification Ordinance, there has been no change in the assessment rates for Class 1, 3 and 4 properties. However, assessment rates have changed for Class 2 and 5 properties. The assessment rate for Class 2 property, residential structures with six units or less, decreased from 22 percent to 17 percent in 1976, and to 16 percent in 1977, where the rate has remained unchanged. Property Classes 5a and 5b, commercial and industrial properties, in Cook County underwent a change in its assessment practices between 1986 and 1989. Prior to 1986, commercial and industrial properties were assessed at 40 percent of their estimated F.M.V.. Starting with 1986 assessments and ending with 1989 assessments, commercial property assessments were reduced by one-half of one percent each year; i.e., in 1989 and in all subsequent years commercial properties were assessed at 38 percent of their estimated F.M.V.. During the same period industrial property assessments were reduced by 1 percent each year; i.e., in 1989 and in all subsequent years industrial properties are assessed at 36 percent of their F.M.V..

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1 Residential property containing more than six units excludes condominiums and attached townhouses which are owned separately and are assessed at 16 percent.

According to the Assessor, the County has no plan or proposal to change the assessment rates for any of its property classifications from their current rates.

Estimates of Incremental Property Taxes contained in this Report assume the assessment rates for all property classifications will remain at their current levels over the period studied in this Report.

3. State Equalization Factor (Multiplier).

The distribution of State grants-in-aid for education, highways and public assistance is based on a formula which includes a component of assessed valuation. To achieve more uniform assessments on a county-by-county basis for the equitable distribution of these grants-in-aid, the State issues an Equalization Factor (or "Multiplier") for each county which is designed to make all real estate valuations uniform among the 102 counties in the State. Assessments on a countywide basis are equalized at 33⅓ per cent of estimated F.M.V.. The Multiplier is computed annually for each county from sales and A.V. data collected on properties which have sold during the year.

Because the Cook County Classification Ordinance stipulates varying assessment rates for different types of property, total assessments equal less than one-third of the total taxable F.M.V.. Consequently, the County/State Equalization Factor has historically been greater than 1.0000. During the years 1988 through 1992, the County/State Equalization Factor was 1.9266, 1.9133, 1.9946, 2.0523 and 2.0897, respectively. For purposes of estimating Incremental Property Taxes, the five year average of 1.9953 is used.

4. Calculation Of Estimated E.A.V. And Percent Of Full Assessment: 1993 -- 2013.

The three components of the calculation of the estimated E.A.V. and percent of Full Assessment for the property within the Expanded Project Area are: (1) value of existing properties, (2) value enhancements, and (3) value removals. These three components are reviewed below and summarized in Table 2, Calculation of Estimated E.A.V. and Potential Full Assessments: 1993 -- 2013.

Value Of Existing Properties.

The total 1992 E.A.V. of properties within the Original Project Area is $11,689,913. The total 1992 E.A.V. of properties within the Added Property is $124,718,560. The total 1992 E.A.V. of properties within the Expanded Project Area is $136,408,473.. E.A.V. is estimated to increase in the future by the inflation factor outlined in Item 5. Because the inflation factor varies by the type of property, the E.A.V. for the Expanded Project Area is divided into the following four categories: (1) land within the Original Project Area ($8,979,560); (2) improvements along Michigan Avenue within the Original Project Area ($2,710,353); (3) small vacant buildings within the Added Property ($1,856,943); and (4) all other land and improvement value within the Added Property ($122,861,617).

E.A.V. projections are calculated using the five year average State Equalization Factor. Because the five year average State Equalization Factor is less than the 1992 factor, the 1993 E.A.V. of existing properties is estimated to be less than the 1992 E.A.V. of these properties.

It is assumed that the County will be unable to properly code all parcels within the Added Property in a timely manner for the City to capture 1993 Incremental Property Taxes in the 1993 second installment tax bill due in August/September 1994. Therefore, the E.A.V. of the Added Property is not included in the calculation of 1993 E.A.V..

Value Enhancements.

As redevelopment activities occur, value enhancements are expected to occur as a result of the following three general events: (1) unimproved vacant land is reclassified and reassessed as improved vacant land; (2) unimproved vacant land is reclassified and reassessed as residential property; and (3) improved vacant land is reclassified and reassessed as residential property.

The following specific events are expected to occur within the Expanded Project Area and increase its E.A.V.. All values listed below are expressed in 1993 E.A.V., and exclude any impact due to inflation. Depending on assumed inflation, actual E.A.V. added in future years may be greater than the E.A.V. listed below:

- The Burnham Place and Centennial Court residential developments are estimated to enhance E.A.V. by approximately $10,660,000 over the four year period 1993 through 1996, and at the following percentages of Full Assessment over such period: 2.2 percent, 47.1 percent, 95.2 percent and 100 percent, respectively.

-- The Prairie Place and Lincoln Commons Townhomes are estimated to enhance E.A.V. by approximately $9,186,000 over the three year period 1995 through 1997, and at the following percentages of Full Assessment over such period: 32.1 percent, 83.1 percent, and 100.0 percent, respectively.

-- The improvement of Roosevelt Road, and Indiana and Prairie Avenues will cause the reclassification of unimproved vacant land to improved vacant land, resulting in an estimated enhanced E.A.V. of approximately $5,182,000 in 1994. This enhancement of E.A.V. is based on approximately 592,000 square feet becoming improved vacant land at an average estimated F.M.V. of $19.94 per square foot.

Value Removals.

Table 2, Calculation of Estimated E.A.V. and Percent of Full Assessments: 1993 -- 2013, illustrates the total E.A.V. (1993 Dollars) and percent of total E.A.V. estimated to be removed within the Expanded Project Area due to (1) the reclassification of unimproved vacant land to public rights-of-way, (2) the removal of unimproved vacant land value as a result of its reclassification to improved vacant land, (3) the removal of unimproved land value as a result of its reclassification to residential properties, (4) the demolition of Michigan Avenue improvements in preparation for the widening of Michigan Avenue, (5) the removal of small vacant building improvements within the Added Property, and (6) the reclassification of taxable properties (i.e., the Cultural Center) to tax-exempt. The total E.A.V. (1993 dollars) estimated to be removed by the above listed events is $8,263,128 and is estimated to occur over an eleven-year period beginning in 1993.

The following specific events are expected to occur within the Expanded Project Area and reduce the value of E.A.V. within the Expanded Project Area. All values listed below are expressed in the 1993 E.A.V., and exclude any impact due to inflation. Depending on assessed inflation, actual E.A.V. removed in future years may be greater than the E.A.V. listed below:

-- The reclassification of taxable unimproved vacant land to public streets and rights-of-way (approximately 175,000 square feet of taxable property) is estimated to reduce E.A.V. by approximately $500,000 in 1995.

-- The demolition of building improvements along Michigan Avenue is estimated to reduce E.A.V. by approximately $2,587,916 over the four year period 1995 through 1998 when it is assumed the Michigan Avenue widening project will be undertaken. The value of such improvements is not inflated, and is instead assumed to remain constant until such time as the

improvements are demolished. Additionally, when projecting value removal for the Michigan Avenue improvements, the five year average State Equalization Factor is used.

-- The demolition of small vacant buildings in the Added Property is estimated to reduce E.A.V. by approximately $1,865,940 over the ten year period 1994 through 2003. The value of such improvements is not inflated, and is instead assumed to remain constant until such time as the small vacant buildings are estimated to be removed. Additionally, when projecting value removal for these improvements, the five year average State Equalization Factor is used.

-- The reclassification of taxable property to tax-exempt as a result of the construction of the Cultural Center is estimated to reduce E.A.V. by approximately $362,275 in 1995. Additionally, when projecting value removal for the Cultural Center, the five year average State Equalization Factor is used.

-- The removal of unimproved vacant land values as a result of the reclassification of such land to improved vacant land following the construction of Phase I Public Improvements is estimated to reduce the value of unimproved vacant land by approximately $1,132,000. This reduction is estimated to occur in 1994, and includes approximately 430,000 square feet of unimproved vacant land along Roosevelt Road and Indiana and Prairie Avenues. This reduction is offset by the value enhancement of reclassifying the land to improved vacant land as reviewed under Value Enhancements.

-- The removal of unimproved vacant land values as a result of the reclassification of such land to residential properties following the construction of Phase I Private Improvements is estimated to reduce the value of unimproved vacant land by approximately $680,000. This reduction is estimated to occur over the four year period 1993 through 1996, and at the following percent of full assessment for the four year period: 2.2 percent, 47.1 percent, 95.2 percent and 100.0 percent, respectively.

-- The removal of unimproved vacant land values as a result of the reclassification of such land to residential properties following the construction of Prairie Place and Lincoln Commons is estimated to reduce the value of improved vacant land by approximately $1,144,000 in E.A.V.. This reduction is estimated to occur over the three year period 1995 through 1997, and at the following percent of full assessment for the three year period: 32.1 percent, 83.1 percent, and 100.0 percent, respectively.

5. Triennial Adjustment/Inflation Provision.

In 1990, the County Assessor's Office changed its reassessment schedule from every four years to every three years. The most recent reassessment for South Township, which includes the Expanded Project Area, occurred in 1991. According to the Assessor, South Township will be reassessed in 1994 and every three years thereafter.

Based on current trends, residential and commercial E.A.V. in the near south Loop region of Chicago has been increasing at an average annual rate of between two and six percent. This Report assumes the following reassessment increases:

-- The values of the Phase I Developer Controlled Property, Phase I Private Improvements and Proposed Developments are estimated to increase at 3.0 percent per annum, or approximately 9.27 percent per triennial reassessment period beginning in the 1994 triennial reassessment year.

-- The values of improvements located on the east side of Michigan Avenue, between Roosevelt Road and 14th Street, and the value of small vacant buildings in the Added Property are estimated to increase at 0 percent per annum over the entire period during which the improvements are assumed to be demolished, or removed from assessment.

-- The value of Other Taxable Property within the Expanded Project Area is estimated to increase at 2.0 percent per annum.

6. Calculation Of Equalized Assessed Valuation: 1993 -- 1998.

Table 3, Calculation of Estimated E.A.V.: 1993 -- 1998, illustrates the calculation of estimated E.A.V. for the period 1993 through 1998. The five principal components of the calculations included in Table 3 are: (1) value of existing properties, (2) value enhancements, (3) value removals, (4) inflation, and (5) percent of Full Assessment. Estimated 1993 E.A.V. for these components is outlined in Item 4, Calculation of Estimated E.A.V. and Percent of Full Assessment: 1993 -- 2013.

7. Certified Initial Equalized Assessed Valuation.

The Certified Initial E.A.V. of the Expanded Project Area is estimated to be $127,941,983, consisting of the Certified Initial E.A.V. of the Original Project Area and the estimated initial E.A.V. of the Added Property. For purposes of this Report, this E.A.V. serves as the Certified Initial E.A.V. of the Expanded Project Area from which future E.A.V. and Incremental Property Taxes are calculated.

The base year of the Original Project Area is 1989 as established by the adoption of the Original Area Redevelopment Plan on November 28, 1990. The Certified Initial Equalized Assessed Value is $3,223,423 as corrected and certified by the County Clerk on August 12, 1991.

The base year of the Added Property is 1992 as established by the adoption of the Expanded Area Redevelopment Plan on _____ ___, 1994. The Certified Initial Equalized Assessed Value is estimated at $124,718,560. This amount is subject to verification and certification by the County.

8. Tax Rate.

The aggregate tax rate for all taxing agencies is applied to incremental E.A.V. to generate Incremental Property Taxes. The aggregate tax rate for a property is determined by aggregating the tax rates for each taxing district included as part of the applicable Tax Code.

Summarized below are historic aggregate tax rates for the taxing districts within the principal Tax Codes with respect to the Expanded Project Area.

1986	10.352%
1987	9.660
1988	9.927
1989	10.197
1990	9.964
1991	9.311
1992	9.659

Recently, the State, City and County have passed legislation or ordinances designed to provide property tax relief. These legislative changes are summarized below:

Tax Limitation Act. All taxing agencies within the County, except for home rule municipalities, are subject to the provisions of the Tax Limitation Act (Public Act 87-17) passed by the Illinois General Assembly on July 18, 1991. Although the City is not governed by the provisions of the Tax Limitation Act, the Tax Limitation Act requires that prior year E.A.V. be used to determine the rate at which taxes are to be extended in the current year with respect to property within the City.

Under the Tax Limitation Act, Illinois property taxes are levied in one year but extended for collection the next year. In the County, the County Clerk is required under the Tax Limitation Act to use the prior year E.A.V. to determine the rate at which taxes are to be extended in the current year. In order to determine that rate, the County Clerk first calculates the maximum allowable levy for a particular fund. This is done by dividing the current proposed tax levy by the prior year E.A.V. of all property within the taxing district. If the resulting proposed tax rate exceeds any applicable tax rate limit, the County Clerk reduces the proposed levy to the amount produced by the maximum allowable rate multiplied by the prior year E.A.V.. That levy amount becomes the maximum allowable levy for the current tax year, which the County Clerk divides by the current year E.A.V. to determine the actual rate to extend against the current year E.A.V.. If this resulting rate exceeds the maximum allowable rate, the County Clerk reduces the rate to the maximum rate. The resulting rate is then extended against the current year E.A.V. of each taxable parcel within the taxing district.

T.P.A.P. conducted a tax rate analysis using historic E.A.V., tax levies, and tax rates for Tax Codes 76015 and 76016 to determine the hypothetical impact the Tax Limitation Act would have had on historic years. Summarized in Table 4, Historic and Hypothetically Adjusted Historic Tax Rates: 1986 -- 1992, for Tax Codes 76015 and 76016 are the historic tax rates and the tax rates which would have resulted had the Tax Limitation Act been in effect (the "Hypothetically Adjusted Tax Rates"). The effect of the Tax Limitation Act is that it lowers the tax rate in each year, particularly in reassessment years: 1987, 1988 and 1991. During reassessment years the tax rate is reduced by as much as 5.2 percent (in 1991) and in non-reassessment years by as much as 1.9 percent (in 1990).

Table 4.

Historic And Hypothetically Adjusted Historic Tax Rates: 1986 -- 1992.

Year	Historic Tax Rates	Hypothetically Adjusted Historic Tax Rates	Total Change	Percent Change
1986	10.352%	10.252%	-0.100	-1.0%
1987*	9.660	9.309	-0.351	-3.6
1988*	9.927	9.635	-0.292	-2.9
1989	10.197	10.194	-0.003	-0.03
1990	9.964	9.776	-0.188	-1.9
1991*	9.311	8.824	-0.487	-5.2
1992[1]	9.659	9.659	N.A.	N.A.
Average Tax Rates.				
Reassessment years	9.633	9.256	-0.377	-3.910
Non-Reassessment years	10.043	9.970	-0.073	-0.727

* Reassessment year

1. The historic and hypothetically adjusted historic tax rates are the same for 1992, since the Tax Limitation Act first affects the 1992 tax rate.

City And County Ordinances.

The City and County have each adopted tax limitation ordinances. The City adopted the Chicago Property Tax Limitation Ordinance in 1993, affecting levies beginning with 1993 levies, and the County adopted the Cook County Property Tax Relief Ordinance in 1994, affecting levies beginning with 1995 levies. Both ordinances are designed to limit the annual growth of their respective levies to the lesser of five percent or the percent change in the United States Consumer Price Index (C.P.I.). However, both ordinances have provisions to override the limits and extend levies greater than five percent or the C.P.I..

T.P.A.P. conducted a tax rate analysis to determine the potential impact of the City and County ordinances on future City and County tax levies and rates. The analysis adjusts the average hypothetically adjusted historic tax rates for reassessment and non-reassessment years (as shown in Table 4) by the estimated impact the ordinances will have on future City and County tax rates. For the purpose of estimating future City and County levies, the lessor of (i) five percent, (ii) the immediately preceding five-year average annual percent change in historic levies, or (iii) the five-year average annual percent change in the C.P.I. was selected to increase the levies in future years. For the City, the five-year average annual percent change in its historic levy was selected, which is 3.7 percent. For the County, the five-year average annual percent change in the C.P.I. was selected, which is 3.9 percent.

The estimated future levies are then divided by the estimated future E.A.V. for the City and County. Estimated future E.A.V. for the overall City and County is determined by multiplying the respective 1992 E.A.V. for the City and the County by the average annual growth rate in E.A.V. for the City and County, which is 8.0 percent and 8.3 percent, respectively. Summarized in Table 5, Estimated Future Tax Rates: 1993 -- 2012, are the estimated future tax rates derived from this analysis.

Table 5.

Estimated Future Tax Rates: 1993 -- 2012.

Year	Estimated Future Tax Rate
1993	9.432%
1994*	8.685
1995	9.182
1996	9.064
1997*	8.332
1998	8.842
1999	8.738
2000*	8.019
2001	8.542
2002	8.450
2003*	7.743
2004	8.277
2005	8.196
2006*	7.499
2007	8.043
2008	7.971

* Reassessment year

Year	Estimated Future Tax Rate
2009*	7.283
2010	7.836
2011	7.772
2012*	7.092

In estimating Incremental Property Taxes, two sets of tax rates are used, resulting in two alternate estimates of Incremental Property Taxes. Reviewed below are the tax rates used in each alternative.

Alternative 1 uses the tax rates derived in the tax rate analysis for the Tax Limitation Act. In this alternative it is assumed that both the City and County will override their ordinances each year for the purpose of extending taxes. The tax rates assumed are 9.256 percent in reassessment years, and 9.970 percent in non-reassessment years.

Alternative 2 uses the tax rates derived in the tax rate analysis conducted for the Tax Limitation Act and for the City and County ordinances. These rates vary over the period 1993 through 2012, and are summarized in Table 5.

9. Tax Collection Rate.

The collection rate attempts to account for taxes which are uncollected or are the result of errors in assessments. T.P.A.P.'s analysis assumes the Phase I Developer and all property owners will pay property taxes by October of each year. However, tax delinquencies and errors in assessments may occur and therefore an overall tax collection rate for the Expanded Project Area is estimated at 97.5 percent.

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* Reassessment year

10. Calculation Of Incremental Property Taxes.

Table 6, Calculation of Incremental Property Taxes: 1993 -- 1998, illustrates the calculation of Incremental Property Taxes estimated to be generated by the Expanded Project Area, and separately estimates the Incremental Property Taxes to be generated by the Proposed Developments. For illustration purposes, the Alternative 1 tax rate assumption is used in this table. Section 5, Estimated Incremental Property Taxes: Historic and Future, summarizes the estimated Incremental Property Taxes for the remaining 19 years.

11. Timing Of Incremental Property Tax Collection.

Generally, Incremental Property Taxes are received and deposited into the Fund by October of the year following the year of levy, i.e., real estate tax increments, resulting from 1993 tax levies against E.A.V, are collected and deposited into the Fund by October, 1994 and are available for debt service by November, 1994. This assumes no delinquent taxes. The summary of Incremental Property Tax revenues at the end of this Report illustrates collections for each annual period ending November 28.

12. Assessment And Project Duration.

It is assumed that the Expanded Project Area will continue to be assessed at the levels set forth in this analysis, and that the developments and the Expanded Area Redevelopment Plan will remain in place for the length of time required to retire the Bonds. According to the Act, all obligations issued by the City shall be retired within twenty (20) years of their date of issuance, and no later than twenty-three (23) years from the adoption of the ordinances establishing the Original Project Area.

5.

Estimated Incremental Property Taxes: Historic And Future.

Historic Incremental Property Taxes.

The Original Project Area has been generating Incremental Property Taxes since assessment year 1991 for taxes collected in 1992. Summarized in Table 7, Historic Incremental Property Taxes Collected: 1992 -- 1993, are the historic Incremental Property Taxes distributed to the City by the

County based on County records. While the amounts shown are based on the most current data available from the County, the amounts may be subject to change due to overpayment of taxes, taxes sold in error or overassessments later reduced as a result of final judgments on certificates of error ("C. of E.s"), or other reasons. With respect to the Original Project Area, Incremental Property Taxes (including interest payments by the County to the City) collected to date are approximately $1,629,380. Annual collections range from $812,403 for the 1991 assessment year to $816,977 for the 1992 assessment year. The percent of Incremental Property Taxes distributed to the City (including interest payments) for 1991 and 1992 is 107.8 percent, and 99.9 percent, respectively.

Future Incremental Property Taxes.

Summarized below are the estimated future Incremental Property Taxes collected for the Expanded Project Area. Estimates of future Incremental Property Taxes assume no delays or reductions in real estate taxes as a result of taxpayers contesting their A.V.s, filing for C. of E.s, filing bankruptcy petitions, or any other remedy taxpayers may seek to lower their tax obligations below that which is estimated in this Report.

Two sets of Incremental Property Taxes are estimated in this analysis. The first set uses the tax rates estimated in the Alternative 1 tax rate impact analysis (See Item 8 in Section 4). The second set uses the tax rates estimated in the Alternative 2 tax rate impact analysis (See Item 8 in Section 4). Reviewed below and summarized in Table 8, Estimated Incremental Property Taxes Collected 1994 -- 2013, are the estimated Incremental Property Taxes resulting from the two sets of tax rate assumptions.

Table 7.

Historic Incremental Property Taxes Collected: 1992 -- 1993.

Original Redevelopment Project Area.

Assessment Year	1991	1992
Collection Year	1992	1993

Current E.A.V.	$11,101,892 [1]	$11,689,913 [3]
Certified Initial E.A.V.	$ 3,140,868 [2]	$ 3,223,423
Incremental E.A.V.	$ 7,961,024	$ 8,466,490
Tax Rate	9.474%	9.659%
Potential Incremental Property Taxes	$ 754,227	$ 817,778

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1 Based on $13,799,815 in 1991 E.A.V., less $2,697,923 in 1991 E.A.V. attributed to tax-exempt parcels controlled by METRA (17-15-112-007 and -009; 17-22-110-006, -008 and -010; 17-22-304-025 and -029) and Metropolitan Pier Exposition Authority (M.P.E.A.) (17-22-304-030 and 17-27-205-003). In 1991, METRA and M.P.E.A. did not file their tax-exempt status with Cook County, which created an artificially high 1991 E.A.V. for the Original Redevelopment Project Area. These taxes were forfeited (i.e., not sold) in the 1991 tax sale, and therefore no tax sale in error occurred on any of these parcels which would have incorrectly increased the amount of Incremental Property Taxes paid by the County into the Fund and created a liability on the Fund to repay to the County taxes sold and distributed in error. A liability of this extent for 1991 taxes paid in 1992 does not exist for the Fund.

2 The Amended Certified Initial E.A.V. for the Original Redevelopment Project Area is $3,223,423. However, 1991 County Distribution Reports indicate an initial E.A.V. of $3,140,868 for tax distribution purposes in 1991 (paid 1992).

3 Based on $12,589,751 in 1992 E.A.V., less $899,838 in 1992 E.A.V. attributed to the tax-exempt parcels controlled by M.P.E.A.. In 1992, METRA filed its tax-exempt status, while M.P.E.A. did not file its tax-exempt status with the County. Since M.P.E.A. did not file its tax-exempt status with the County, it created an artificially high 1992 E.A.V. for the Original Redevelopment Project Area. These taxes were forfeited (i.e., not sold) in the 1992 tax sale, and therefore no tax sale in error occurred on any of these parcels which would have incorrectly increased the amount of Incremental Property Taxes paid by the County into the Fund and created a liability on the Fund to repay to the County taxes sold and distributed in error. A liability of this extent for 1992 taxes paid in 1993 does not exist for the Fund.

County Distributions of Incremental Property Taxes [4]		
Total Distributions (As of 12/31/93)	$ 812,403	$ 816,977
Percent Distribution To Date	107.7%	99.9%

Alternative 1.

Alternative 1 uses the tax rates estimated in the first tax rate impact analysis (See Item 8 in Section 4). Summarized below are T.P.A.P.'s estimates of Incremental Property Taxes using this set of tax rates.

Expanded Project Area: T.P.A.P. estimates that the reassessment of land and improvements contained within the Expanded Project Area, the Phase I Private Improvements and other assumptions contained in this Report, will generate approximately $90,565,000 in Incremental Property Taxes over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $793,000 in collection year 1994 to $8,160,000 in collection year 2013.

Proposed Developments: T.P.A.P. estimates the Proposed Developments will generate approximately $18,605,000 in Incremental Property Taxes over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $275,000 in collection year 1996 to $1,335,000 in collection year 2013.

Total Incremental Property Taxes estimated to be collected in Alternative 1 for the 19 year period is $109,170,000, ranging from approximately $793,000 in collection year 1993 to $9,500,000 in collection year 2013.

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4 Based on Cook County Collection and Distribution Reports, and includes interest payments made by the County for delinquent taxes and for time between receipt and distribution of funds by the County.

Alternative 2.

Alternative 2 uses the tax rates estimated in the second tax rate impact analysis (See Item 8 in Section 4). Summarized below are T.P.A.P.'s estimates of Incremental Property Taxes using this set of tax rates.

Expanded Project Area: T.P.A.P. estimates that the reassessment of land and improvements contained within the Expanded Project Area, the Phase I Private Improvements and other assumptions contained in this Report, will generate approximately $74,680,000 in Incremental Property Taxes over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $750,000 in collection year 1994 to $6,253,000 in collection year 2013.

Proposed Developments: T.P.A.P. estimates the Proposed Developments will generate approximately $17,765,000 in Incremental Property Taxes over the remaining 19 year period of the Expanded Project Area ending November 28, 2013, ranging from $289,000 in collection year 1996 to $1,182,000 in collection year 2013.

Total Incremental Property Taxes estimated to be collected in Alternative 2 for the 19 year period is $92,445,000, ranging from approximately $750,000 in collection year 1993 to $7,435,000 in collection year 2013.

[Figures 1, 2a, 2b, 3, 4, 5, 6 and 7 and Tables 1, 2, 3, 6 and 8 referred to in this Consultant's Report printed on pages 55108 through 55120 of this Journal.]

Exhibit "C".

Form Of Amendment To Original Area Redevelopment Agreement.

First Amendment

To

Central Station Redevelopment Agreement ("First Amendment").

(Continued on page 55121)

Figure 1.

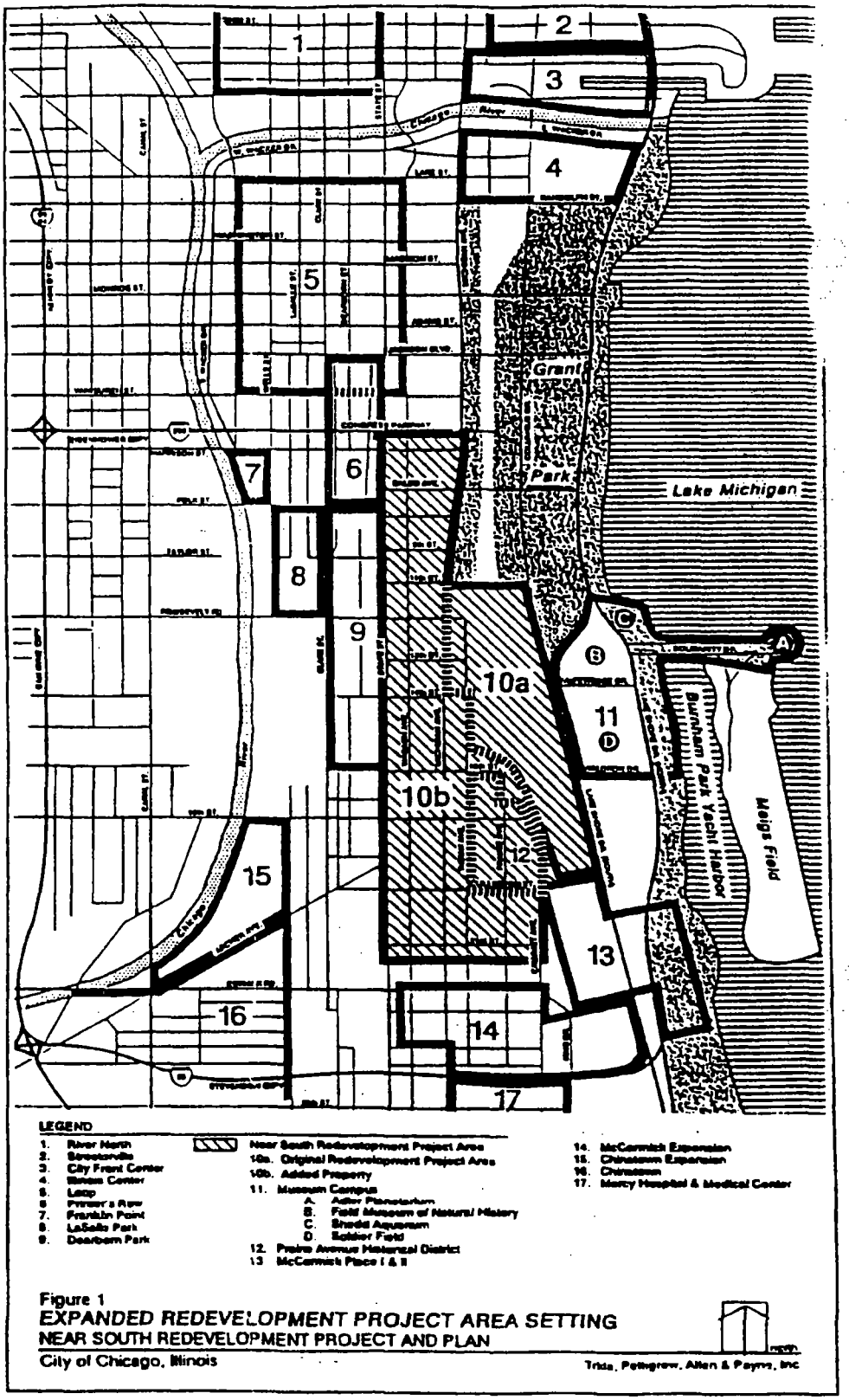

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10a
10b
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Grant Park
Lake Michigan
Burnham Park Yacht Harbor
Meigs Field
LEGEND
1. River North
2. Streeterville
3. City Front Center
4. Illinois Center
5. Loop
6. Printer's Row
7. Franklin Point
8. LaSalle Park
9. Dearborn Park
Near South Redevelopment Project Area
10a. Original Redevelopment Project Area
10b. Added Property
11. Museum Campus
A. Adler Planetarium
B. Field Museum of Natural History
C. Shedd Aquarium
D. Soldier Field
12. Prairie Avenue Historical District
13. McCormick Place I & II
14. McCormick Expansion
15. Chinatown Expansion
16. Chinatown
17. Mercy Hospital & Medical Center
Figure 1
EXPANDED REDEVELOPMENT PROJECT AREA SETTING
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois
Trkla, Pettigrew, Allen & Payne, Inc

Figure 2a.

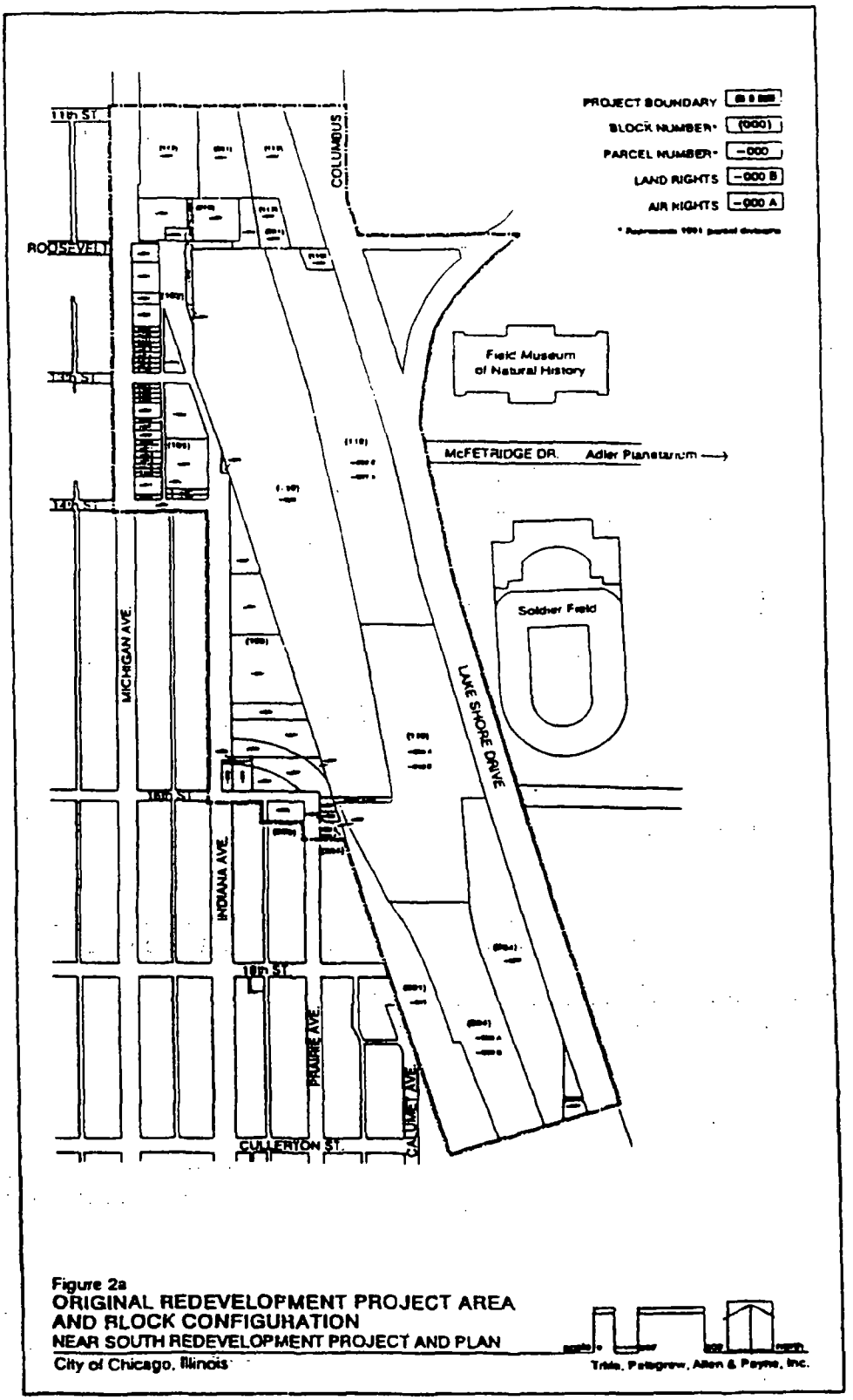


Figure 2a
ORIGINAL REDEVELOPMENT PROJECT AREA
AND BLOCK CONFIGURATION
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

Tribe, Pettigrew, Allen & Payne, Inc.

Figure 2b.

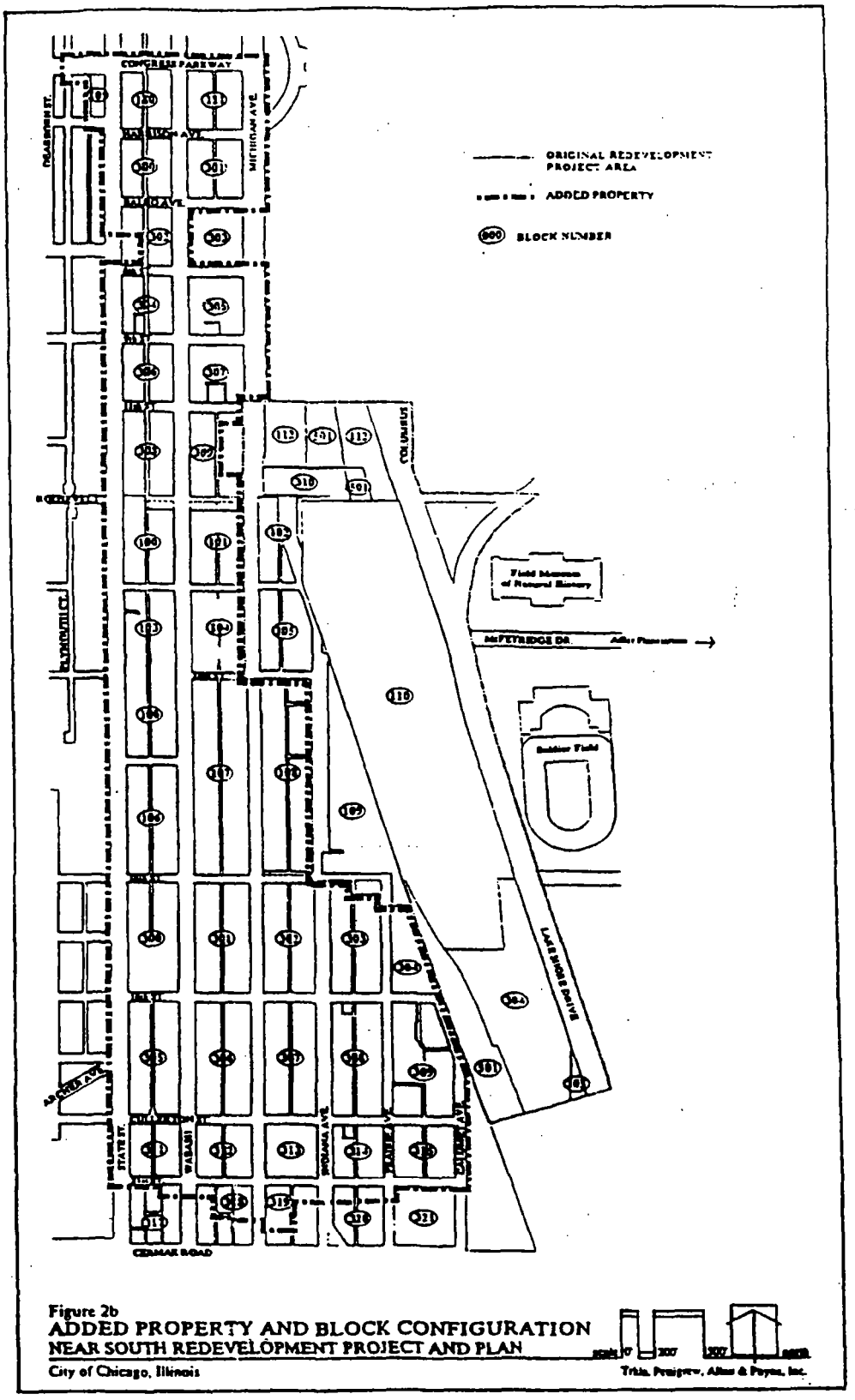


Figure 2b
ADDED PROPERTY AND BLOCK CONFIGURATION
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

Figure 3.

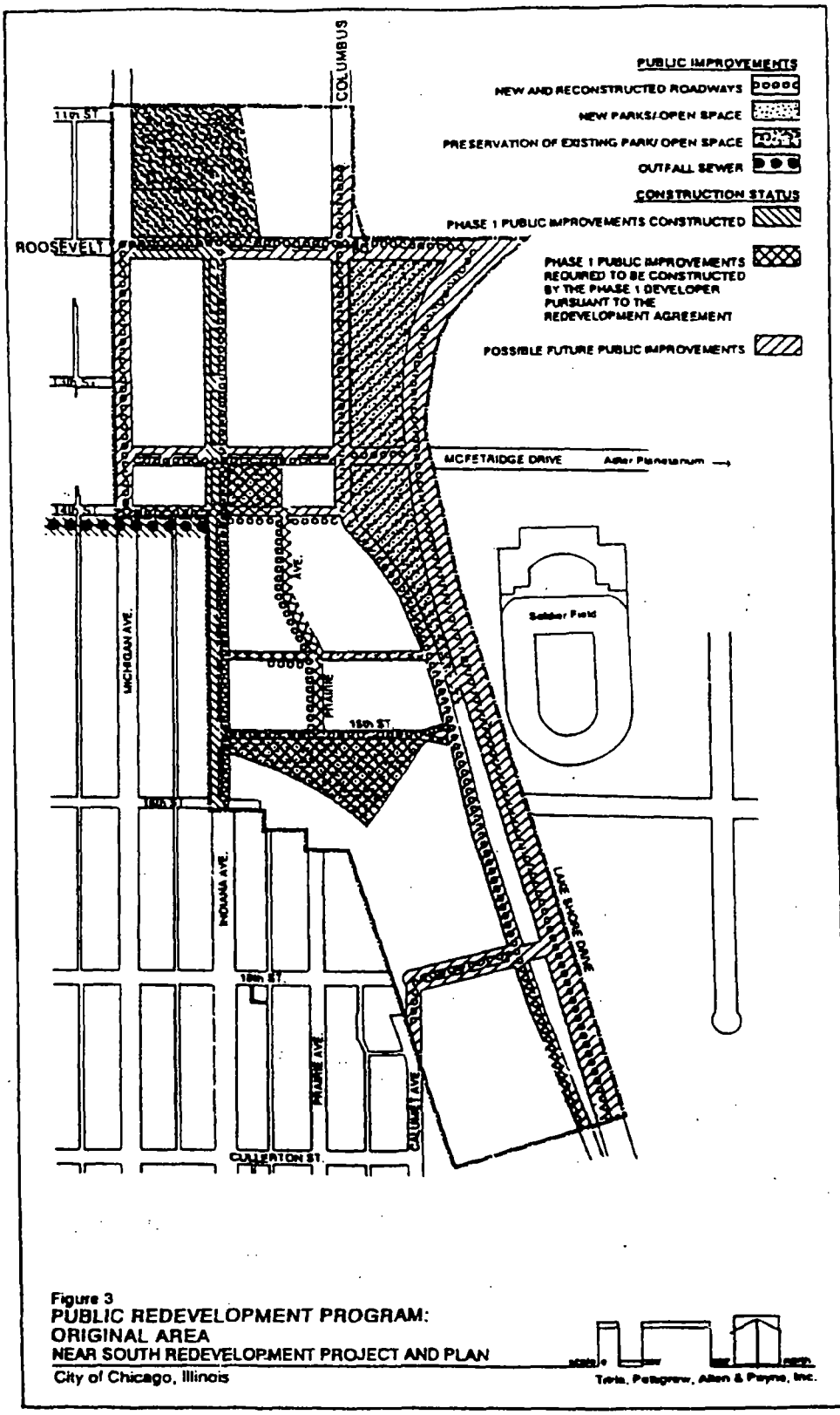


Figure 3
PUBLIC REDEVELOPMENT PROGRAM:
ORIGINAL AREA
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

Teska, Pellegrew, Allen & Payne, Inc.

Figure 4.

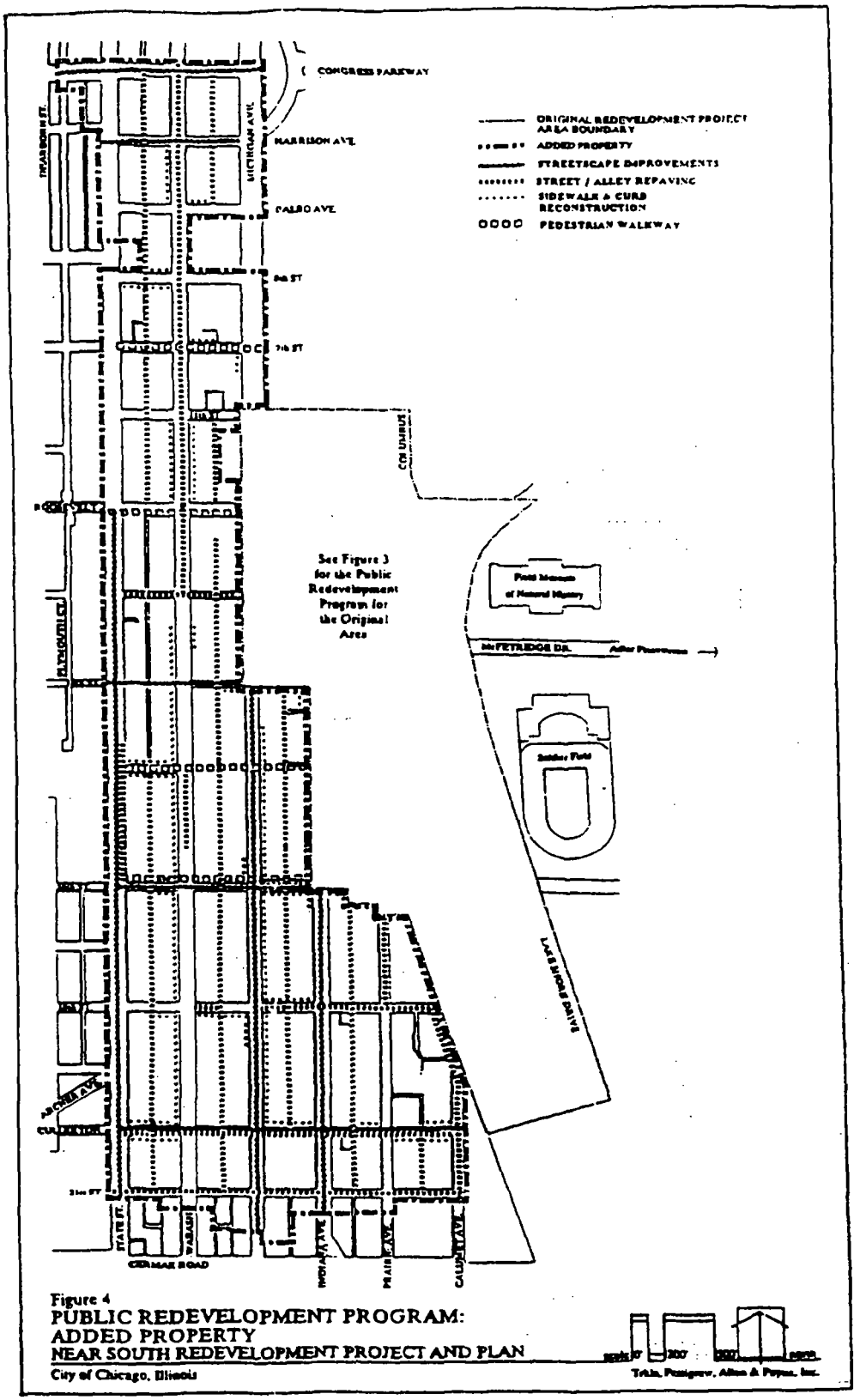


Figure 4
PUBLIC REDEVELOPMENT PROGRAM:
ADDED PROPERTY
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

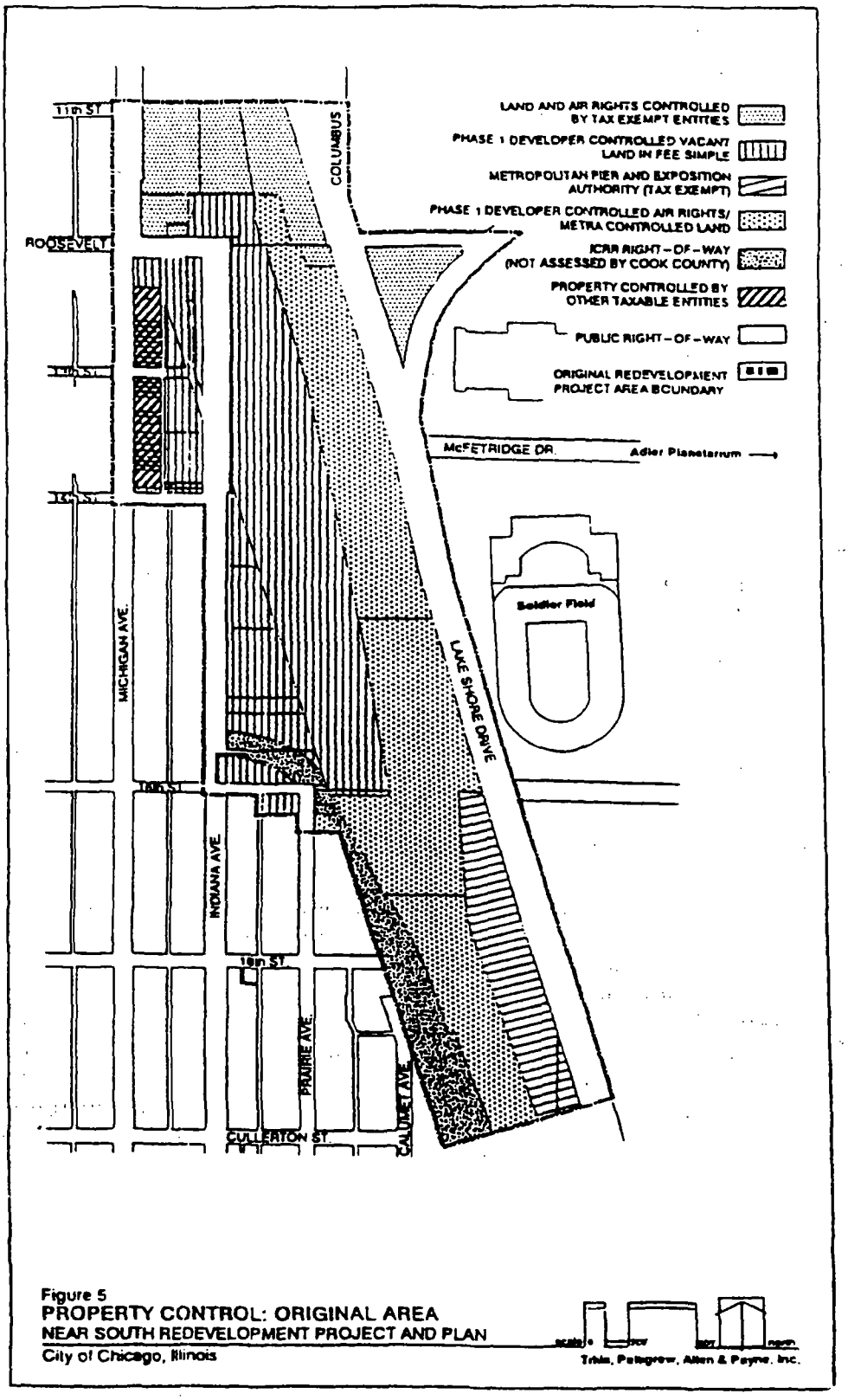


Figure 5
PROPERTY CONTROL: ORIGINAL AREA
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

Tibbs, Pettegrew, Allen & Payne, Inc.

Figure 6.

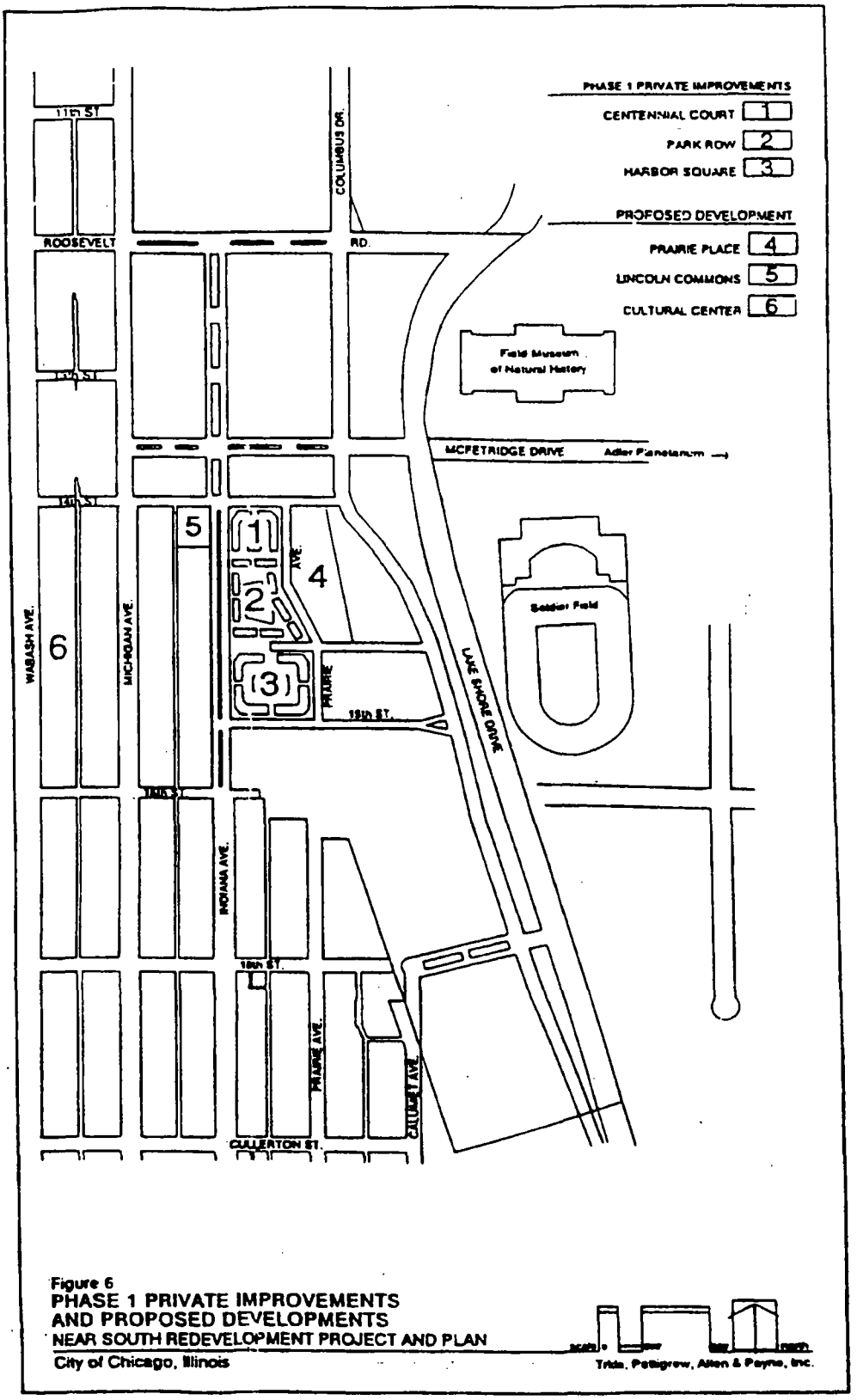

PHASE 1 PRIVATE IMPROVEMENTS
CENTENNIAL COURT 1
PARK ROW 2
HARBOR SQUARE 3
PROPOSED DEVELOPMENT
PRAIRIE PLACE 4
LINCOLN COMMONS 5
CULTURAL CENTER 6
11th ST.
ROOSEVELT RD.
COLUMBUS DR.
Field Museum of Natural History
McFETRIDGE DRIVE
Adler Planetarium
Soldier Field
LAKE SHORE DRIVE
WABASH AVE.
MICHIGAN AVE.
INDIANA AVE.
PRAIRIE AVE.
CALUMET AVE.
PRAIRIE
14th ST.
16th ST.
18th ST.
19th ST.
CULLERTON ST.
1
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Figure 6
PHASE 1 PRIVATE IMPROVEMENTS
AND PROPOSED DEVELOPMENTS
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois
Trkla, Pettigrew, Allen & Payne, Inc.

Figure 7.

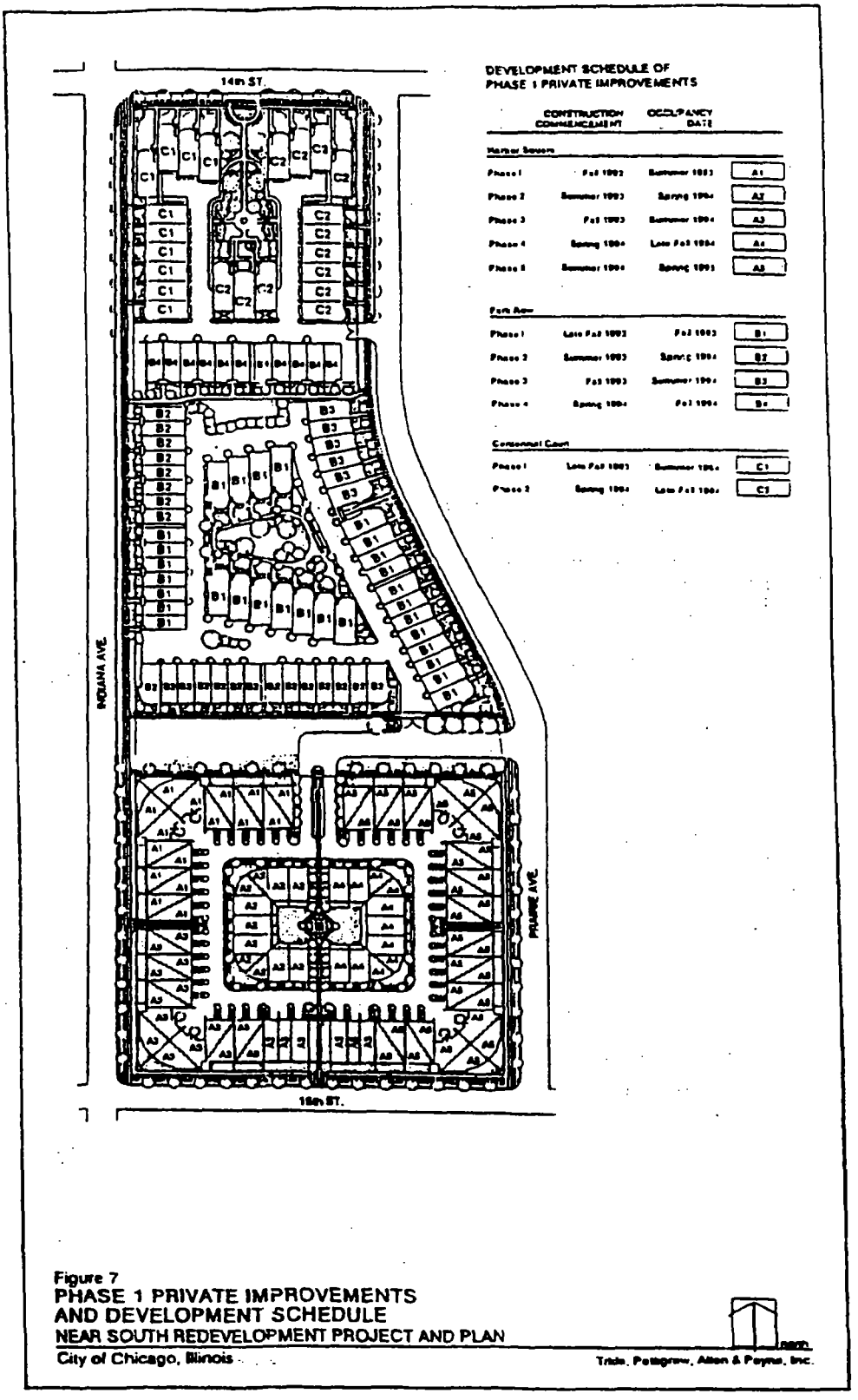


Figure 7
PHASE 1 PRIVATE IMPROVEMENTS
AND DEVELOPMENT SCHEDULE
NEAR SOUTH REDEVELOPMENT PROJECT AND PLAN
City of Chicago, Illinois

Trkla, Pettigrew, Allen & Payne, Inc.

Table 1.

TABLE 1
ESTIMATED FAIR MARKET VALUE (FMV) OF VALUE ENHANCEMENTS (1993 DOLLARS)

VALUE ENHANCEMENTS	AVG. SALES PRICE	[1] EST. FMV	NO. OF UNITS	EST. TOTAL FMV	CONSTRUCTION COMMENCEMENT	FINAL OCCUPANCY	PERCENT OF FULL ASSESSMENT 1993	1994	1995	1996	1997
PHASE I PRIVATE IMPROVEMENTS											
Park Row Townhomes	$351,845	$211,107	69	$14,566,383	Fall 1992	Fall 1994	0%	67%	100%	100%	100%
Harbor Square Condominiums	$233,018	$139,811	88	$12,303,368	Fall 1992	Spring 1995	0%	33%	67%	100%	100%
Centennial Court Townhomes	$472,509	$283,505	23	$6,520,615	Fall 1993	Fall 1994	0%	29%	100%	100%	100%
Sub-Total	$309,170	$185,502	180	$33,390,366							
PROPOSED DEVELOPMENTS											
Prairie Place	$340,000	$204,000	119	$24,276,000	Fall 1994	Fall 1996	0%	0%	30%	80%	100%
Lincoln Commons	$160,000	$96,000	48	$4,608,000	Fall 1994	December 1995	0%	0%	44%	100%	100%
Sub-Total	$288,263	$172,958	167	$28,884,000							
All Residential	$299,108	$179,465	347	$62,274,366							

IMPROVED VACANT LAND	[2] EST. FAIR MARKET VALUE PER S.F.	NO. OF SQUARE FEET	EST. TOTAL FMV
Land Along Roosevelt Road	$25.00	85,000	$2,375,000
Land Along Indiana Avenue	$23.00	269,200	$6,188,600
Land Along Prairie Avenue	$20.00	240,400	$4,808,000
All Improved Vacant Land	$22.12	603,600	$13,351,600

PRELIMINARY

1. Fair Market Value is estimated at 60 percent of average sales price.
2. Estimated FMV of improved vacant land is based on comparable land values of improved vacant land within the Chicago south loop area, including improved vacant lands in the newly created residential community of Dearborn Park II.

TRKLA, PETTIGREW, ALLEN & PAYNE, INC.
JUNE 6, 1994

Table 2.

PRELIMINARY

TABLE 2
CALCULATION OF ESTIMATED EAV AND POTENTIAL FULL ASSESSMENTS: 1993 – 2013
EXPANDED REDEVELOPMENT PROJECT AREA

VALUE ASSUMPTIONS	NO. OF UNITS	PMV PER UNIT	ASSESS-MENT RATE	EQUAL-IZATION FACTOR	EAV/ UNIT	[1] TOTAL EAV	ESTIMATED START OF CONSTRUCTION	ESTIMATED DATE OF FINAL OCCUPANCY	PERCENT OF FULL ASSESSMENT ACHIEVED/REMOVED [2]	1994 *	1995	1996	1997 *	1998 - 2013
VALUE OF EXISTING PROPERTIES														
ORIGINAL REDEVELOPMENT PROJECT AREA [3]														
Land	n.a.	n.a.	Value	3.0897 **	n.a.	$8,970,500			[3]	[3]	[3]	[3]	[3]	[3]
Michigan Avenue Improvements	n.a.	n.a.	Value	3.0897 **	n.a.	$2,710,353			[3]	[3]	[3]	[3]	[3]	[3]
ADDED PROPERTY														
Small Vacant Buildings	n.a.	n.a.	Value	3.0897 **	n.a.	$1,056,040			[3]	[3]	[3]	[3]	[3]	[3]
All Other Land and Improvement Value	n.a.	n.a.	Value	3.0897 **	n.a.	$122,801,077			[3]	[3]	[3]	[3]	[3]	[3]
TOTAL VALUE OF EXISTING PROPERTIES						$136,488,473								
VALUE OF IMPROVEMENTS														
PHASE I PRIVATE IMPROVEMENTS [4]														
Park Row Townhouses	60	$211,107	0.10	1.0953	$67,395	4,050,300	Fall 1993	Spring 1995	0.0%	67.0%	100.0%	100.0%	100.0%	100.0%
Harbor Square Condominiums	60	$130,611	0.10	1.0953	$44,534	2,067,200	Fall 1993	Fall 1994	0.0%	33.0%	67.0%	100.0%	100.0%	100.0%
Centennial Court Townhomes	32	$253,369	0.10	1.0953	$69,369	2,221,813	Fall 1993	Fall 1994	0.0%	34.0%	100.0%	100.0%	100.0%	100.0%
Sub - Total	152	$198,362	0.10	1.0953	$60,371	$10,050,000			0.2%	47.1%	95.2%	100.0%	100.0%	100.0%
PROPOSED DEVELOPMENTS [4]														
Public Place Townhomes	110	$210,000	0.10	1.0953	$67,042	7,375,000	Fall 1994	Fall 1996	0.0%	0.0%	33.0%	67.0%	100.0%	100.0%
Lincoln Commons Townhomes	53	$197,000	0.10	1.0953	$61,759	3,300,000	Fall 1997	Fall 1998	0.0%	0.0%	0.0%	33.0%	67.0%	100.0%
Sub - Total	163	$207,055	0.10	1.0953	$66,061	$10,700,000			0.0%	0.0%	23.1%	53.1%	100.0%	100.0%
ALL RESIDENTIAL	315	$191,079	0.10	1.0953	$62,213	$19,616,000			1.2%	21.3%	60.6%	82.2%	100.0%	100.0%
IMPROVED LAND (Not Part of New Development)														
Along Roosevelt Road	95,000 S.F.	$35.00	0.32	1.0953	$10.13	1,043,341	[5]	[5]	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Along Ashland Avenue	247,000 S.F.	$33.00	0.32	1.0953	$10.10	2,603,264	[5]	[5]	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Along Public Avenue	250,000 S.F.	$18.00	0.32	1.0953	$5.80	1,040,123	[5]	[5]	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Sub - Total	592,000 S.F.	$16.04	0.32	1.0953	$5.70	$3,102,433			0.0%	100.0%	100.0%	100.0%	100.0%	100.0%
TOTAL VALUE (Added Property)						$33,020,911								
VALUE REMOVED														
ORIGINAL REDEVELOPMENT PROJECT AREA														
Reclassification of Unimproved Land To Right-Of-Way	173,000 S.F.	$4.31	0.32	1.0953	$1.50	$259,000			0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
Reclassification of Unimproved Land To Improved Land	450,000 S.F.	$6.00	0.32	1.0953	$2.10	$1,103,310			0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Reclassification of Unimproved Land To Townhouse Place and Centennial Ct.	196,000 S.F.	$4.00	0.32	1.0953	$1.40	$470,510			2.2%	47.1%	95.2%	100.0%	0.0%	0.0%
Reclassification of Improved Land To Public Place and Lincoln Court	163,000 S.F.	$14.00	0.32	1.0953	$7.00	$1,103,310			0.0%	0.0%	33.1%	53.1%	100.0%	0.0%
Demolition of Michigan Ave Improvements	n.a.	n.a.	Value	3.0897 **	n.a.	$2,710,353	$1,307,040	00	0.0%	0.0%	25.0%	50.0%	75.0%	100.0%
ADDED PROPERTY														
Removal of Small Vacant Building Improvements	n.a.	n.a.	Value	3.0897 **	n.a.	$1,056,040			0.0%	10.0%	25.0%	50.0%	40.0%	[6]
Reclassification of Taxable Property to Tax-Exempt (Cultural Center)	n.a.	n.a.	Value	3.0897 **	n.a.	$302,279			0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
TOTAL VALUE REMOVED						$9,203,377	$1,307,040							

PRELIMINARY

* Each cited reassessment year.
** For convenience of multiplying the estimates contained in this report with Cook County record of actual 1993 EAV, the 1993 equalization factor is used.
The projection of taxes values in 1993 and all subsequent years is based upon the five year average equalization factor.
1. EAV of Developer Controlled Land, Phase I Private Improvements and Proposed Developments (excluding the Cultural Center) is increased by: 3.31% during each triennial reassessment period
EAV of Michigan Ave Improvements and small vacant buildings is increased by: 0.00% during each triennial reassessment period
EAV of All Other Property within the Expanded Redevelopment Project Area is increased by: 9.10% during each triennial reassessment period
2. The 1992 EAV has been reduced by $600,000 to reflect value which is anticipated to appeal Parcels (17-22-301-030 and 17-27-200-005) which should be tax-exempt
3. Values are reduced by the amount of EAV being removed as summarized in Value Removed, and values are increased based on the inflation assumptions
4. The land area of each residential development is as follows: Park Row (99,300 s.f.); Harbor Square (100,900 s.f.); Centennial Court (51,157 s.f.); Public Place (140,000 s.f.) and Lincoln Commons (172,000
5. It is assumed that the same ratio of unimproved land values to improved land values will appeal in 1994
6. 10% of total 1992 EAV is assumed to be cut from 1994 through 2004

YEKLA, PETTIGREW, ALLEN & PAYNE, INC.
JUNE 6, 1994

Table 3.

PRELIMINARY

TABLE 3
CALCULATION OF ESTIMATED ANNUAL EAV: 1993 – 1998
EXPANDED REDEVELOPMENT PROJECT AREA

VALUE ADJUSTMENTS	[1] TOTAL EAV (1992 DOLLARS) Except as Noted	1993	1994 *	1995	1996	1997 *	1998
VALUE OF EXISTING PROPERTIES							
ORIGINAL REDEVELOPMENT PROJECT AREA [2]							
Land	$6,979,560	$6,573,916	$6,353,929	$7,782,004	$6,478,216	$6,404,648	$6,077,100
Michigan Avenue Improvements	$2,710,353	$2,567,816	$2,567,816	$2,567,816	$1,940,937	$1,293,954	$646,979
TOTAL	$11,758,913	$11,161,833	$11,041,844	$10,350,949	$8,417,152	$7,698,605	$6,724,079
ADDED PROPERTY							
Small Vacant Buildings	$1,838,943	$0	$1,773,068	$1,686,753	$1,418,447	$1,241,142	$1,063,836
All Other Land and Improvement Value	$122,951,617	$0	$124,491,873	$124,491,873	$124,107,424	$131,700,791	$131,700,791
TOTAL	$124,718,560	$0	$126,264,931	$126,087,626	$125,525,871	$132,944,933	$132,767,627
TOTAL VALUE OF EXISTING PROPERTIES		$11,161,833	$136,306,775	$136,457,575	$133,943,022	$140,643,538	$139,491,705
VALUE ENHANCEMENTS							
PHASE I PRIVATE IMPROVEMENTS							
Park Row Townhouses	$4,550,289	$0	$3,404,902	$5,081,486	$5,081,486	$5,552,886	$5,552,886
Harbor Square Condominiums	$3,727,826	$235,670	$1,416,374	$3,734,078	$4,282,041	$4,660,029	$4,660,029
Centennial Court Townhomes	$2,081,883	$0	$659,670	$2,274,722	$2,274,722	$2,486,651	$2,486,651
PROPOSED DEVELOPMENTS							
Prairie Place Townhomes	$7,776,881	$0	$0	$2,849,402	$6,788,407	$8,288,003	$8,288,003
Lincoln Commons Townhomes	$1,409,799	$0	$0	$677,831	$1,540,526	$1,880,374	$1,880,374
IMPROVED LAND							
Along Roosevelt Road	$1,042,544 [3]	$0	$1,139,216	$1,139,216	$1,139,216	$1,244,882	$1,244,882
Along Indiana Avenue	$2,480,788 [3]	$0	$2,725,005	$2,725,005	$2,725,005	$2,977,887	$2,977,887
Along Prairie Avenue	$1,648,122 [3]	$0	$1,799,783	$1,799,783	$1,799,783	$1,966,596	$1,966,596
Sub-Total Improved Land	$5,182,453	$0	$5,663,994	$5,663,994	$5,663,994	$6,189,366	$6,189,366
TOTAL VALUE ENHANCEMENTS		$235,670	$11,143,979	$19,980,512	$23,980,179	$29,985,940	$29,985,940
VALUE REMOVALS							
ORIGINAL REDEVELOPMENT PROJECT AREA							
Reclassification of Unimproved Land To Right-Of-Way	$500,000	$0	$0	$546,364	$0	$0	$0
Reclassification of Unimproved Land To Improved Land	$1,132,532	$0	$1,237,549	$0	$0	$0	$0
Reclassification of Unimproved Land To Burnham Plaza and Centennial Ct.	$679,519	$13,033	$334,346	$357,882	$35,386	$0	$0
Reclassification of Improved Land To Prairie Place and Lincoln Commons	$1,140,845	$0	$0	$401,882	$638,530	$327,946	$0
Demolition of Michigan Ave Improvements	$2,710,353	$0	$0	$646,979	$646,979	$646,979	$646,979
ADDED PROPERTY Removal of Small Vacant Building Improvements	$1,838,940	$0	$177,306	$177,306	$177,306	$177,306	$177,306
Reclassification of Taxable Property to Tax-Exempt Status (the Cultural Center)	$382,375	$0	$0	$364,449	$0	$0	$0
TOTAL VALUE REMOVED	$9,388,965	$13,033	$1,749,200	$2,514,862	$1,498,377	$1,151,833	$824,285
EAV Generated by: 1. The reassessment of the Expanded Redevelopment Project Area, 2. The Phase I Private Improvements, and 3. Value Enhancements and Removals associated with the Phase I Private Improvements		$11,382,480	$147,801,304	$151,098,183	$150,394,415	$158,735,717	$157,583,894
EAV Generated by: 1. The Proposed Developments, and 2. Value Enhancements and Removals associated with the Proposed Developments		$0	$0	$2,825,372	$7,702,412	$10,841,829	$10,888,377
TOTAL ALL EAV		$11,382,480	$147,801,304	$153,923,555	$158,096,827	$169,577,545	$168,583,980

* Indicates reassessment year.

1. EAV of Developer Controlled Land, Phase I Private Improvements and Proposed Developments (excluding the Cultural Center) is increased by: 9.27% during each triennial reassessment period.
   EAV of Michigan Ave Improvements and small vacant buildings is increased by: 0.00% during each triennial reassessment period.
   EAV of All Other Property within the Expanded Redevelopment Project Area is increased by: 6.13% during each triennial reassessment period.
2. Actual 1992 EAV for the entire Redevelopment Project Area is estimated to be the sum of $6,979,560 and $2,710,353, or a total of $11,689,813. This total reflects a reduction of $689,839 in 1992 EAV, which is attributed to MPEA parcels (17-22-301-030 and 17-21-305-003) which should in fact be tax-exempt.
3. It is assumed that the conversion of unimproved land values to improved land values will occur in 1994.

TAUSA, PETTIGREW, ALLEN & PAYNE, INC.
JUNE 6, 1994

Table 6.

TABLE 6
CALCULATION OF ESTIMATED INCREMENTAL PROPERTY TAXES: 1993 – 1998
EXPANDED REDEVELOPMENT PROJECT AREA

	1993	1994 *	1995	1996	1997 *	1998
ESTIMATED EAV						
Generated by "A":	$11,382,480	$147,801,204	$151,098,163	$150,394,415	$156,735,717	$157,583,884
1. The reassessment of the Expanded Redevelopment Project Area.						
2. The Phase I Private Improvements, and						
3. Value Enhancements and Removals associated with the Phase I Private Improvements						
Generated by "B":	$0	$0	$2,825,372	$7,702,412	$10,841,829	$10,888,377
1. The Proposed Developments, and						
3. Value Enhancements and Removals associated with the Proposed Developments						
TOTAL ALL EAV	$11,382,480	$147,801,204	$153,923,535	$158,096,827	$167,577,545	$168,553,260
CERTIFIED INITIAL EAV	$3,720,423	$127,941,980	$127,941,980	$127,941,980	$127,941,980	$127,941,980
ESTIMATED INCREMENTAL EAV						
Generated by A:	$8,159,057	$19,859,221	$23,156,180	$22,452,432	$30,793,734	$29,641,901
Generated by B:	$0	$0	$2,825,372	$7,702,412	$10,841,829	$10,888,377
TOTAL INCREMENTAL EAV	$8,159,057	$19,859,221	$25,981,552	$30,154,844	$41,635,562	$40,611,277
TAX RATE [1]	9.970%	9.256%	9.970%	9.970%	9.256%	9.970%
ESTIMATED POTENTIAL INCREMENTAL PROPERTY TAXES						
Generated by A:	$813,456	$1,819,856	$2,308,971	$2,238,507	$2,850,268	$2,956,297
Generated by B:	$0	$0	$281,880	$767,800	$985,008	$1,082,847
POTENTIAL INCREMENTAL PROPERTY TAXES	$813,456	$1,819,856	$2,590,361	$3,006,438	$3,835,276	$4,039,844
TAX COLLECTION RATE [2]	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%
ESTIMATED INCREMENTAL PROPERTY TAXES						
Generated by A:	$793,122	$1,774,186	$2,250,854	$2,182,545	$2,778,011	$2,881,415
Generated by B:	$0	$0	$274,847	$748,732	$960,382	$1,055,308
INCREMENTAL PROPERTY TAXES	$793,122	$1,774,186	$2,525,702	$2,931,277	$3,738,394	$3,947,721
ESTIMATED INCREMENTAL PROPERTY TAXES COLLECTED						
Generated by A:	$617,778	$793,000	$1,774,000	$2,251,000	$2,183,000	$2,778,000
Generated by B:		$0	$0	$275,000	$748,000	$960,000
INCREMENTAL PROPERTY TAXES COLLECTED [3]	$617,778 [4]	$793,000	$1,774,000	$2,526,000	$2,931,000	$3,738,000

* Indicates reassessment year.
1. Based on the Alternate 1 tax rate assumption as estimated in item 8, Tax Rate
2. Based on the overall property tax collection rate for the City.
3. Estimated Incremental Property Taxes are rounded to nearest thousand dollar
4. Based on Cook County records as of February 9, 1994.

TRKLA, PETTIGREW, ALLEN & PAYNE, INC.
JUNE 9, 1994

PRELIMINARY

Table 8.

TABLE 8
ESTIMATED INCREMENTAL PROPERTY TAXES COLLECTED: 1994 – 2013
EXPANDED REDEVELOPMENT PROJECT AREA

		ESTIMATED INCREMENTAL PROPERTY TAXES: ALTERNATIVE 1 TAX RATE			ESTIMATED INCREMENTAL PROPERTY TAXES: ALTERNATIVE 2 TAX RATE		
ASSESSMENT YEAR	COLLECTION YEAR	[1] GENERATED BY: 1. REASSESSMENTS, 2. PHASE I PRIVATE IMPROVEMENTS 3. VALUE ENHANCEMENTS AND REMOVALS WITHIN THE EXPANDED REDEVELOPMENT PROJECT AREA	[2] GENERATED BY: 1. REASSESSMENTS, 2. PROPOSED DEVELOPMENTS WITHIN THE EXPANDED REDEVELOPMENT PROJECT AREA	TOTAL	[1] GENERATED BY: 1. REASSESSMENTS, 2. PHASE I PRIVATE IMPROVEMENTS 3. VALUE ENHANCEMENTS AND REMOVALS WITHIN THE EXPANDED REDEVELOPMENT PROJECT AREA	[2] GENERATED BY: 1. REASSESSMENTS, 2. PROPOSED DEVELOPMENTS WITHIN THE EXPANDED REDEVELOPMENT PROJECT AREA	TOTAL
1993	1994	$793,000	$0	$793,000	$750,000	$0	$750,000
1994 *	1995	$1,774,000	$0	$1,774,000	$1,685,000	$0	$1,685,000
1995	1996	$2,250,000	$275,000	$2,525,000	$2,073,000	$290,000	$2,362,000
1996	1997	$2,221,000	$710,000	$2,931,000	$2,020,000	$737,000	$2,757,000
1997 *	1998	$2,875,000	$858,000	$3,733,000	$2,589,000	$891,000	$3,480,000
1998	1999	$3,017,000	$924,000	$3,941,000	$2,678,000	$946,000	$3,622,000
1999	2000	$3,000,000	$924,000	$3,924,000	$2,630,000	$934,000	$3,564,000
2000 *	2001	$3,718,000	$937,000	$4,655,000	$3,221,000	$937,000	$4,158,000
2001	2002	$3,987,000	$1,020,000	$4,907,000	$3,416,000	$999,000	$4,415,000
2002	2003	$3,970,000	$1,010,000	$4,980,000	$3,364,000	$988,000	$4,352,000
2003 *	2004	$4,883,000	$1,025,000	$5,708,000	$3,918,000	$989,000	$4,907,000
2004	2005	$5,044,000	$1,103,000	$6,147,000	$4,186,000	$1,057,000	$5,243,000
2005	2006	$5,044,000	$1,103,000	$6,147,000	$4,147,000	$1,046,000	$5,193,000
2006 *	2007	$5,788,000	$1,119,000	$6,885,000	$4,671,000	$1,047,000	$5,718,000
2007	2008	$6,211,000	$1,206,000	$7,417,000	$5,011,000	$1,122,000	$6,133,000
2008	2009	$6,211,000	$1,206,000	$7,417,000	$4,966,000	$1,112,000	$6,078,000
2009 *	2010	$6,924,000	$1,223,000	$8,147,000	$5,448,000	$1,111,000	$6,559,000
2010	2011	$7,457,000	$1,318,000	$8,775,000	$5,862,000	$1,194,000	$7,056,000
2011	2012	$7,457,000	$1,318,000	$8,775,000	$5,813,000	$1,185,000	$6,998,000
2012 *	2013	$8,161,000	$1,337,000	$9,498,000	$6,253,000	$1,182,000	$7,435,000
TOTAL		$90,563,000	$18,606,000	$109,169,000	$74,881,000	$17,766,000	$92,647,000

PRELIMINARY

1. Includes incremental EAV as a result of (1) the reassessment of all land and improvements within the Expanded Redevelopment Project Area, (2) Phase I Private Improvements, and (3) value enhancements and removals associated with the Phase I Private Improvements.
2. Includes incremental EAV as a result of (1) the Proposed Developments, and (3) value enhancements and removals associated with the Proposed Developments.

TRKLA, PETRGREW, ALLEN & PAYNE, INC.
JUNE 8, 1994

(Continued from page 55107)

This First Amendment to the Central Station Redevelopment Agreement dated as of November 1, 1991 is made as of this 1st day of _____, 1994 by and among (i) the City of Chicago, an Illinois municipal corporation (the "City") through its Department of Planning and Development (the "D.P.D."), (ii) Chicago Title and Trust Company, not personally but as trustee under a Trust Agreement dated June 27, 1989 and known as Trust No. 1093252 whose sole beneficial owners are 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership ("Indiana") and Forest City Central Station, Inc., an Ohio corporation ("Forest"), (iii) Chicago Title and Trust Company of Chicago, not personally but as trustee under a Trust Agreement dated March 1, 1990 and known as Trust No. 1080000 whose sole beneficial owner is Central Station Limited Partnership, an Illinois limited partnership ("Central Station"), (iv) Indiana, (v) Forest, (vi) Central Station and (vii) Central Station Development Corporation, an Illinois corporation ("C.S.D.C.") (collectively C.S.D.C., Indiana, Forest and Central Station, shall be referred to as the "Developer").

Recitals:

Whereas, The City, the Trustee and the Developer entered into a Central Station Redevelopment Agreement dated as of November 1, 1991, which is attached hereto as Exhibit 1 (the "Original Redevelopment Agreement") in connection with the development of the Central Station Area Redevelopment Project Area in the City (the "Area"). Capitalized terms used in this First Amendment shall, unless otherwise defined herein or the context clearly requires otherwise, have the meanings assigned to them in the Original Redevelopment Agreement; and

Whereas, Pursuant to the Original Redevelopment Plan, the City is allowed to authorize not to exceed $40,000,000 in obligations secured by the Special Tax Allocation Fund created for the Area pursuant to the Act (the "T.I.F. Bonds") for the Redevelopment Project described therein, and as contemplated in the Original Redevelopment Agreement, the City issued its $4,400,000 Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Series 1991A T.I.F. Bonds"), the proceeds of which were spent by the City for a portion of the Phase I T.I.F. Improvements; and

Whereas, The Developer has represented that the portion of the Phase I T.I.F. Improvements heretofore completed conforms to the terms of the Original Redevelopment Agreement and the Development Guidelines, which are attached to the Original Redevelopment Agreement as Exhibit B, and has acknowledged that the City has complied with the terms of the Original Redevelopment Agreement with respect to such completed

Improvements, including the disbursement to the Developer of the proceeds of the Series 1991A T.I.F. Bonds and [$500,000] of excess real estate tax increment; and

Whereas, The City now desires to expand the boundaries of the Area, amend the Redevelopment Plan (which amendment is attached as (Sub)Exhibit A to Exhibit 1 hereof), [advance refund] the Series 1991A T.I.F. Bonds and fund the balance of the Phase I T.I.F. Improvements, as described in (Sub)Exhibit M to the Original Redevelopment Agreement, as amended hereby. Pursuant to the amended Redevelopment Plan, the City is allowed to authorize not to exceed an additional $65,650,000 in T.I.F. Bonds and to spend, in its sole discretion, the proceeds thereof on any lawful redevelopment project cost described in the amended Redevelopment Plan and the Development Guidelines, including, but not limited to individual roadway improvement projects from repair and resurfacing through construction of new roads; and

Whereas, The City Council on _____ ____, 1994 adopted "An Ordinance of the City of Chicago, Illinois, providing for the issuance of not to exceed $35,000,000 Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A" (the "Series 1994A T.I.F. Bonds") for the purpose of [advance refunding] the Series 1991A T.I.F. Bonds and funding the balance of the Phase I T.I.F. Improvements as described in (Sub)Exhibit M, as amended hereby (the "Series 1994A Bond Ordinance"); and

Whereas, To expand the boundaries of the Area, to rename the expanded Area the "Near South Redevelopment Project Area" and to further stimulate and induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on _____ ____, 1994: (1) "An Ordinance Adopting and Approving the Near South Redevelopment Area Project and Plan", (2) "An Ordinance Designating the Near South Redevelopment Project Area" and (3) "An Ordinance Adopting Tax Increment Allocation Financing for the Near South Redevelopment Project Area", copies of which are attached hereto as Exhibits 2, 3 and 4, respectively; and

Whereas, The City, the Trustee and Developer desire to amend certain provisions of the Original Redevelopment Agreement that relate to the Series 1994A T.I.F. Bonds and to otherwise clarify the duties and obligations of the Developer under that Agreement; and

Whereas, The Original Redevelopment Agreement provides that it ". . . may be amended only by the mutual consent of the parties by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest".

Witnesseth:

Now, Therefore, For and in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section I.

The Recitals and Exhibits attached hereto are material to this First Amendment and are incorporated into and made a part of this First Amendment as though they were fully set forth herein, and this First Amendment shall be construed in accordance therewith.

Section II.

2.01

The Original Redevelopment Agreement is hereby amended as follows:

A. Paragraph F of the Recitals is amended to delete the fourth sentence thereof in its entirety.

B. Paragraph G of the Recitals is amended in its entirety to read as follows:

"G. The Project will be constructed in accordance with the Near South Redevelopment Area Project and Plan, as amended from time to time (the 'Redevelopment Plan'), which is attached hereto as (Sub)Exhibit J and incorporated herein."

C. The third sentence of Paragraph H of the Recitals is amended to read as follows:

"The Developer shall be paid up to [$6,557,943] from the proceeds of the Series 1994A T.I.F. Bonds, if any, for eligible costs of the Phase I T.I.F. Improvements described in (Sub)Exhibit M, provided that the Developer complete the uncompleted Phase I T.I.F. Improvements in accordance with this Agreement."

D. The second sentence of Paragraph J of the Recitals is amended to add the words "and the Series 1994A T.I.F. Bonds" at the end thereof.

E. Paragraph K of the Recitals is deleted in its entirety.

F. Paragraph L of the Recitals is deleted in its entirety.

G. Section 2.04 is amended:

(i) to add the words "and the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the first sentence thereof; and

(ii) to add the words "or the Series 1994A Ordinance, as appropriate" at the end of the first sentence thereof.

H. Section 3.01 is amended to add the words "and the issuance of the Series 1994A T.I.F. Bonds" to the second, third and last sentences thereof immediately following the phrase "the Series 1991A T.I.F. Bonds", respectively.

I. Section 3.02 is amended:

(i) to amend the third sentence thereof in its entirety to read as follows:

"Any subsequent phases of the Project shall be completed in accordance with the subsequent master plan, the P.D., the Development Guidelines and the Redevelopment Plan"; and

(ii) to delete the words "or any subsequent phase" from the fifth sentence thereof.

J. Section 3.04 is amended to add the following sentence at the end thereof:

"All of the information contained in that certain Preliminary Official Statement and that certain Official Statement prepared in connection with the Series 1994A T.I.F. Bonds (collectively, the 'Official Statement') set forth in the section titled 'The Redevelopment Project Area' is true, correct and complete in all material respects."

K. The second sentence of Section 3.07 is deleted in its entirety.

L. Section 3.08 is amended to add the words "and Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds".

M. Section 3.09 is amended in its entirety to read as follows:

"3.09 [Reserve.]"

N. Section 3.10 is amended:

(i) to add the words "and the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the first sentence thereof; and

(ii) to add the words "and the Series 1994A Bond Ordinance" at the end of the first sentence thereof.

O. Section 3.11 is amended to add the words "or the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the first sentence thereof.

P. Section 3.15 is amended to delete the words "Section 8.04" in the second sentence thereof and to substitute therefor the words "the terms".

Q. Section 3.16 is amended to add the words "and the Series 1994A T.I.F. Bond proceeds" immediately following the phrase "the Series 1991A T.I.F. Bond proceeds" in the first sentence thereof.

R. Section 4.02 is amended:

(i) to delete the words "Phase IA" in the last sentence thereof and to substitute therefor the words "Phase I"; and

(ii) to add the words "and the Series 1994A T.I.F. Bonds" at the end of that section.

S. Section 4.04 is amended in its entirety to read as follows:

"4.04 [Reserved.]"

T. Section 5.01 is amended to add the words "and the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the first sentence thereof.

U. Section 5.02(b) is amended to delete the words "; however, it shall not affect the extent or collection of costs for the Additional T.I.F. Improvements" at the end thereof.

V. Section 6.03 is amended:

(i) to delete the second sentence thereof; and

(ii) to amend the third sentence thereof in its entirety to read as follows:

"If any portion of the Phase I T.I.F. Improvements is completed at a cost savings then, after the Certificate of Completion has been provided, the savings shall be deposited by the City into the Incremental Taxes Fund (as defined in the Series 1994A Bond Ordinance)".

W. Section 6.04 is amended:

(i) to add the words "and Series 1994A T.I.F. Bond Funds" to the heading;

(ii) to add the words "and the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the first and second sentences thereof;

(iii) to add the words "the Official Statement, the Series 1994A Bond Ordinance" immediately following the words "Offering Memorandum" in the first sentence thereof; and

(iv) to add the words "as appropriate" immediately following the phrase "and this Agreement" in the first sentence thereof.

X. Section 6.05 is amended:

(i) to add the words "and the Series 1994A T.I.F. Bonds" to the heading;

(ii) to add the words "and the Series 1994A T.I.F. Bond proceeds" at the end of the first sentence;

(iii) to add a new sentence immediately following the third sentence to read as follows: "The City agrees to apply a portion of the proceeds realized upon the sale of the Series 1994A T.I.F. Bonds to the extent available to the costs and in the manner set forth in the Series 1994A Bond Ordinance and this Agreement";

(iv) to add the words "or the Series 1994A T.I.F. Bonds" immediately following the phrase "the Series 1991A T.I.F. Bonds" in the last sentence thereof; and

(v) to delete the words "Additional Bonds (as defined in the Bond Ordinance), excess real estate tax increments" in the last sentence thereof and to substitute therefor the words "the designated portion of the Series 1994A T.I.F. Bond proceeds".

Y. Section 6.06 is amended in its entirety to read as follows:

"6.06 Depository of Project Funds. The Series 1991A T.I.F. Bond proceeds and the Series 1994A T.I.F. Bond proceeds shall be deposited with a depository (the 'Depository') chosen by the City".

Z. Section 6.07 is amended to delete the words "or reimbursement" where they appear throughout the third, fourth, fifth, sixth, seventh and eighth sentences thereof.

AA. Section 6.08 is amended to delete the words "or reimbursement" where they appear in the fifth and sixth sentences thereof.

BB. Section 6.11 is amended to delete the words "naming the City as insured" where they appear in the first sentence thereof.

CC. Section 6.12 is amended in its entirety to read as follows:

"6.12 [Reserved.]"

DD. Section 7.03 is amended:

(i) to add the words "and the Series 1994A T.I.F. Bond proceeds" immediately following the phrase "Series 1991A T.I.F. Bond proceeds" in the tenth sentence thereof; and

(ii) to add the words "and the Series 1994A T.I.F. Bonds" immediately following the phrase "Series 1991A T.I.F. Bonds" where it appears in the eleventh and twelfth sentences thereof.

EE. Section 8.02 is amended in its entirety to read as follows:

"8.02 [Reserved.]"

FF. Section 8.03 is amended in its entirety to read as follows:

"8.03 [Reserved.]"

GG. Section 8.04 is amended in its entirety to read as follows:

"8.04 [Reserved.]"

HH. Section 8.05 is amended in its entirety to read as follows:

"8.05 [Reserved.]"

II. Section 8.06 is amended in its entirety to read as follows:

"8.06 [Reserved.]"

JJ. Section IX is amended:

(i) to add the phrase "or Series 1994A T.I.F. Bonds" immediately following the phrase "Series 1991A T.I.F. Bonds" in the first sentence thereof; and

(ii) to add the words "or the Series 1994A T.I.F. Bonds" at the end of the second sentence of the last paragraph thereof.

KK. Section 12.02 is amended to add the following new paragraphs at the end thereof:

"In addition to the requirements set forth in the preceding paragraph, the Developer shall cause the dedication and conveyance to the City of the parcels of real property described in Exhibit 5, which is attached and incorporated in accordance with the schedule stated therein. Prior to making any offer of dedication or conveyance, the Developer shall cause all necessary or appropriate Phase I T.I.F. Improvements to be completed and accepted in accordance with this Agreement, and shall provide the City with evidence of good title satisfactory to the Corporation Counsel. The dedication and conveyance shall be completed in accordance with all standard City policies and procedures for similar dedications and conveyances. The Developer shall be responsible for any and all utility and public service relocations and adjustments necessary or appropriate for the dedications and prior to the offer shall cause all necessary or appropriate Board of Underground approvals to be submitted to the Superintendent of Maps in the Department of Planning and Development."

LL. Section 12.03 is amended in its entirety to read as follows:

"12.03 Fiber Optics. The Developer warrants that the Property is burdened by the following easements and by no other easements for fiber optic facilities:

A. Fiber Optic Easement Agreement by and between Chicago Title and Trust Co., not personally, but solely as Trustee under Trust Agreement No. 1080000, and MCI Telecommunications Corporation ('MCI') and its successors and assigns, which has been recorded with the Cook County Recorder of Deeds on _____, 199__ as Doc. No. _____ ('MCI Easement'); and

B. Fiber Optic Easement Agreement by and between Chicago Title and Trust Co., not personally, but solely as Trustee under Trust Agreement No. 1080000, and US Sprint Communications Limited Partnership ('Sprint') and its successors and assigns, which has been recorded with the Cook County Recorder of Deeds on _____, 199__ as Doc. No. _____ ('Sprint Easement').

Prior to the issue of a Certificate of Completion in accordance with Section 5.06 of this Agreement, the City agrees that it will not withhold any approval of any request for permission to relocate the MCI Easement or the Sprint Easement submitted in accordance with the provisions of Section 10.02 of this Agreement, unless the proposed relocation shall be to a location above, below, crossing, or in any way touching the rights-of-way for the proposed streets as provided in the Central Station Development Guidelines, adopted by the Chicago Plan Commission on March 1, 1990 as they may from time to time be amended or revised. Upon the issue of a Certificate of Completion in accordance with Section 5.06 of this Agreement, the Developer shall not cause or permit the relocation of the MCI Easement and the Sprint Easement, and the facilities authorized therein, without the written consent of the City's Commissioner of Transportation, subject to the approval of the Corporation Counsel, unless such relocation is to a location that is not above, below, crossing, or in any way touching the rights-of-way for the proposed streets as provided in the Central Station Development Guidelines. For purposes of the foregoing, the rights-of-way for the proposed streets shall, in the absence of a written determination of the Department of Transportation delivered to the Developer, be deemed to have a width equal to the width of the right-of-way which the proposed street is to extend, and the right-of-way shall include all fee interests to the ground and the air rights to the extent that such are owned by the Developer.

At any time either prior to or after the issue of a Certificate of Completion, the City may serve a written notice to the Developer requiring that the Developer exercise its rights to require relocation

and termination in accordance with Paragraph 9 of the MCI Easement and Sprint Easement. Within ten (10) days of receiving such notice, the Developer shall serve notice to MCI or Sprint, or their respective successors and assigns, and shall promptly thereafter take all necessary actions, in order to require the relocation of any portion or all of the facilities and the release or partial release of such Easement upon the payment of reasonable costs, all in accordance with such Paragraph 9, for purposes of causing the dedication of property as required by any master plan or redevelopment agreement that is then in effect. The City shall pay the Developer reasonable costs arising or resulting therefrom, such costs to be subject to the reasonable approval of the City's Commissioner of Transportation.

In addition, the Developer agrees that it shall not cause or permit any relocation, revision, amendment, release, restatement, or other change to the MCI Easement or the Sprint Easement that would alter or have the effect of altering the Developer's rights, in its sole discretion, to require the relocation of any portion or all of the facilities and the release or partial release of such Easement at any time upon the payment of reasonable expenses, all in accordance with the provisions of such Paragraph 9."

MM. (Sub)Exhibit M is amended in its entirety to read as set forth in Exhibit 6, which is attached hereto.

2.02

The parties agree that all or any of the Developer covenants set forth on Exhibit 7 attached hereto shall become effective and binding upon the Developer upon receipt by the City of an opinion of nationally recognized bond counsel that the inclusion of all or any of such Developer covenants in the Original Redevelopment Agreement, as amended from time to time, will not adversely affect the exclusion from federal income taxation of interest on the Tax Increment Allocation Bonds issued by the City in connection with the development of the Area, as amended from time to time.

2.03

Except as otherwise herein specifically amended above, the Original Redevelopment Agreement shall remain in full force and effect and is hereby ratified and confirmed. By execution hereof, the City, C.S.D.C., Indiana, Forest and Central Station each affirms and agrees to fulfill each of its covenants and obligations under the Original Redevelopment Agreement, as amended hereby.

2.04

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

2.05

The parties agree to execute and deliver this First Amendment in proper form for recording and/or indexing in the appropriate land or governmental records.

2.06

The terms, covenants and conditions of this First Amendment are to apply to and bind the successors and assigns of the trustees and the Developers who are parties hereto and shall inure to the benefit of the City.

2.07

If any provision of this First Amendment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this First Amendment shall be construed as if such invalid part were never included herein and this First Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

In Witness Whereof, The parties hereto have executed this First Amendment as of the date hereinabove first mentioned.

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Attest:

By: _____
Secretary

Chicago Title and Trust Company,
not personally, but as Trustee of
Trust No. 1093252, aforesaid

By: _____

Its: _____

Attest:

By: _____
Secretary

Chicago Title and Trust Company,
not personally, but as Trustee of
Trust No. 1080000, aforesaid

By: _____

Its: _____

1304 South Indiana Avenue
Limited Partnership,
an Illinois limited partnership

By: Fogelson Properties, Inc.,
an Illinois corporation,
its general partner

By: _____

Its: President

Attest:

By: _____
Secretary

Attest:

By: _____
Secretary

Forest City Central Station, Inc.,
an Ohio corporation

By: _____

Its: President

Central Station Limited
Partnership,
an Illinois limited partnership

Attest:

By: _____
Secretary

By: Fogelson Properties, Inc.,
an Illinois corporation,
a general partner

By: _____

Its: President

By: Forest City Central Station, Inc.,
an Ohio corporation,
a general partner

By: _____

Its: President

Attest:

By: _____
Secretary

Attest:

Central Station Development Corporation,
an Illinois corporation

By: _____
Secretary

By: _____

Its: _____ President _____

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ President of Chicago Title and Trust Company, not personally but as Trustee of Trust No. 1080000, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ President of Forest City Central Station, Inc., an Ohio corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ [President] of Chicago Title and Trust Company, not personally but as Trustee of Trust No. 1093252, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ President of Fogelson Properties, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, individually and as a general partner of Central Station Limited Partnership, an Illinois limited partnership, and as the sole general partner of 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ President of Central Station Development Corporation, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

State of _____)
) SS:
County of _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Valerie B. Jarrett, Commissioner, Department of Planning and Development, City of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that she signed and delivered the same instrument as her own free and voluntary act and as the free and voluntary act of said City of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires: _____.

[Exhibit 6 referred to in this Form of Amendment to Original Area Redevelopment Agreement printed on page 55147 of this Journal.]

Exhibits 1, 2, 3, 4, 5 and 7 attached to this Form of Amendment to Original Area Redevelopment Agreement read as follows:

Exhibit 1.
(To Form Of Amendment To Original Area Redevelopment Agreement)

Original Redevelopment Agreement.

_____

_____

_____

Exhibit 2.
(To Form Of Amendment To Original Area Redevelopment Agreement)

An Ordinance Adopting And Approving The Near South Redevelopment Area Project And Plan.

(with Exhibit A: Expanded Area Redevelopment Project and Plan;

Exhibit B: Expanded Redevelopment Project Area;

Exhibit C: Street location for Expanded Redevelopment Project Area; and

Exhibit D: Map of Expanded Redevelopment Project Area.)

Exhibit 3.
(To Form of Amendment to Original Area Redevelopment Agreement)

An Ordinance Adopting Tax Increment Allocation Financing For The Near South Redevelopment Project Area.

Exhibit 4.
(To Form of Amendment to Original Area Redevelopment Agreement)

An Ordinance Designating The Near South Redevelopment Project Area.

Exhibit 5.
(To Form of Amendment to Original Area Redevelopment Agreement)

Dedication And Conveyances To The City.

(This Exhibit 5 includes an excerpt from the December 1, 1993 Journal of Proceedings of the City Council together with drawing attached thereto)

Authorization For Approval Of Plat Of Dedication On Portions Of East 14th Street, East 15th Place And South Prairie Avenue.

The Committee on Transportation and Public Way submitted the following report:

Chicago, November 29, 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 Superintendent of Maps to approve a proposed plat of dedication for East 14th Street, East 15th Place and South Prairie Avenue. This ordinance was referred to the committee on November 10, 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, 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, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

Section 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to

approve a proposed plat of dedication for East 14th Street, East 15th Place and South Prairie Avenue; providing for the dedication and extension of East 14th Street from the present East 14th Street being 66.0 feet wide, running east 281.0 feet from South Indiana Avenue (as measured along the north line of the proposed East 14th Street), also the dedication of East 15th Place located 993.80 feet south of the south line of proposed East 14th Street, being 66.0 feet wide running east 416.0 feet from South Indiana Avenue (as measured along the south line of the proposed East 15th Place) and the dedication of South Prairie Avenue being 66.0 feet wide running south, southeasterly and south from the east terminus of (proposed) East 14th Street to the east terminus of (proposed) East 15th Place as shown on the attached plat, when the necessary certificates are shown on said plat for Chicago Title and Trust Company, as Trustee, Trust No. 1093252 and Trust No. 1080000 (File No. 22-1-93-1797).

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

[Drawing referred to in this (Sub)Exhibit 5 printed on page 55143 of this Journal.]

Exhibit 7.
(To Form Of Amendment To Original Area Redevelopment Agreement)

Additional Developer Covenants To Be

Incorporated In The First Amendment

Pursuant To Section 2.02 Of Said Amendment.

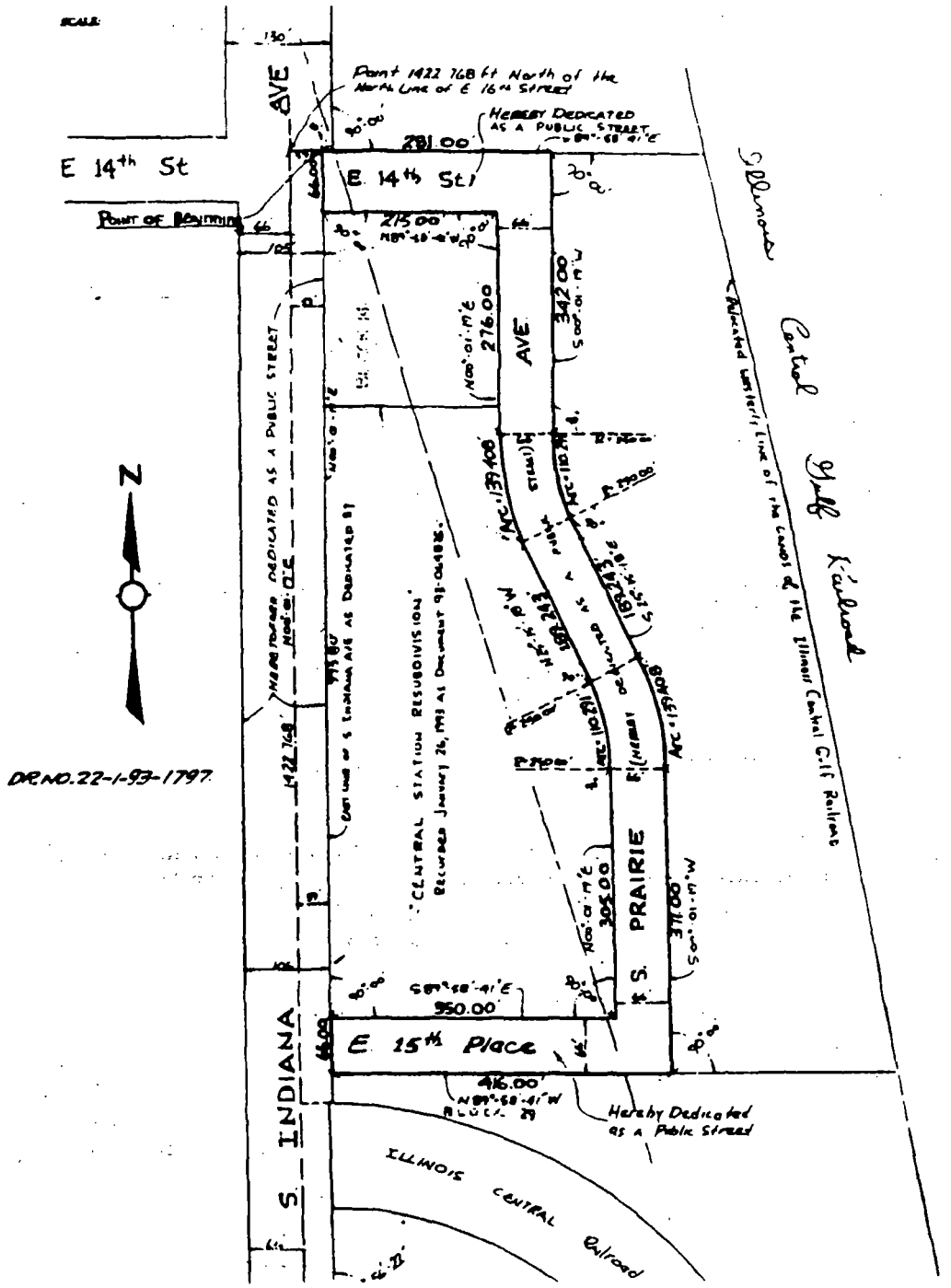
1. Add to the Original Redevelopment Agreement the following as the last sentence of Section 3.07:

(Continued on page 55144)

(Sub)Exhibit 5 to Form of Amendment to Original Area Redevelopment Agreement associated with this drawing printed on pages 55140 through 55142 of this Journal.

PROPOSED

PLAT of DEDICATION of PUBLIC STREETS



(Continued from page 55142)

"Throughout the term of the Series 1994A T.I.F. Bonds, the Developer shall keep the Property continuously insured in such amount and against such risks and hazards as the City may from time to time reasonably require, and the Developer shall pay all premiums in respect thereto as the same become due. Copies or certificates of insurance policies required by this section shall be delivered to the City at least fifteen (15) days prior to the effective date of this section, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date."

2. Add to the Original Redevelopment Agreement the following as Section 3.09:

"3.09 Condemnation and Eminent Domain. Any and all awards made by any governmental or other lawful authority for the taking by the City, through the exercise of condemnation or eminent domain, of all or any part of the Property, whether temporarily or permanently, shall be divided and utilized in the following manner. The Developer shall be entitled to retain such awards as follows: (a) when the Property is taken for a purpose other than public roads or open space as provided in the Development Guidelines, the Developer retains the entire award and (b) when the Property is taken for public improvements or facilities, the Developer retains its purchase price in the Property taken together with the Developer's cost of the Developer Improvements upon the Property and any and all resulting damage to the remainder of the Property, if any. The balance of any award not retained by the Developer in accordance with this section, shall be promptly forwarded to the City and shall be deposited into the Project Fund (as defined in the Series 1994A Bond Ordinance) to be applied as provided for in the Bond Ordinance. If no such Project Fund then exists, the City shall deposit such amount as determined by the Commissioner of the Department of Planning and Development with the approval of Corporation Counsel."

3. Add to the Original Redevelopment Agreement the following as Section 8.02:

"8.02 Exemptions. With reference to the Property and the Project or any part thereof, neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, the Developer shall for any year that the Redevelopment Plan is in effect, as may be amended from time to time, apply for, seek, or authorize any exemption (as such term is used and defined in Illinois Constitution, Article IX, Section 6 (1970), except for homestead exemptions, to the extent available, on residential property, and for exemptions described

in Sections 19.1 through 19.23-1 of Chapter 120, Ill. Rev. Stat., as amended. Notwithstanding anything herein to the contrary, the Developer, its successors or assigns shall be prohibited from conveying, leasing or transferring the Property or any portion thereof to any other entity if the conveyance, lease or transfer causes a decrease in the aggregate Minimum Assessed Value for the Redevelopment Project Area."

4. Add to the Original Redevelopment Agreement the following as Section 8.03:

"8.03 No Reduction. Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, directly or indirectly, initiate, apply for, or seek to lower the assessed value of the Property below $3,754,636, the amount of the Minimum Assessed Value of the Property except that the Developer shall be entitled to apply for Class 7 property tax incentives on a case-by-case basis for all portions of the Property other than the Property subject to Master Plan I. Notwithstanding the foregoing, neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, directly or indirectly initiate, apply for, or seek to lower the Minimum Assessed Value of the Property below an amount which would result in the Minimum Assessed Value of the Redevelopment Project Area falling below $4,890,266."

5. Add to the Original Redevelopment Agreement the following as Section 8.04:

"8.04 No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, as may be amended from time to time, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceeding before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer."

6. Add to the Original Redevelopment Agreement the following as Section 8.05:

"8.05 No Class 6A, 6B or 8 Incentives. Neither the City nor the Developer shall consent to or support any application for any Class 6A

or 6B or 8 or other property tax incentives or rebates in connection with the Property and/or Project in the Redevelopment Area."

7. Add to the Original Redevelopment Agreement the following as Section 8.06:

"8.06 Understanding of the Parties. The foregoing covenants in this Section VIII shall be construed and interpreted as an express agreement by the Developer with the City that the material consideration inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the exhibits attached hereto may be used by the City in the City's discretion, as admissions against the Developer's interest in any proceeding."

AMENDMENT OF TITLE 17, ARTICLE 8, SECTION 8.3-2 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW ART GALLERIES AS PERMITTED USE ON GROUND FLOOR OF BUILDINGS WITHIN B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 53604 through 53606, recommending that the City Council pass a proposed ordinance which amends Title 17, Article 8, Section 8.3-2 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by allowing art galleries as permitted use on ground floor of buildings within B2-1 to B2-5 Restricted Retail Districts.

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

(Continued on page 55148)

Exhibit 6.
(To Form Of Amendment To Original Area Redevelopment Agreement)

The Amended (Sub)Exhibit M.

	ITEM	Improvement Cost	TIF Portion Paid as of July 1, 1994	TIF Portion to be Paid	Developer Contribution Incurred as of July 1, 1994	Developer Contribution to be Paid
1	1304 S. Indiana Demolition	0	0	0	0	0
2	Fiber Optic Relocation	252,604	133,200	0	119,404	0
3	Stone Wall Demolition	464,752	50,036	305,917	0	108,800
4	Roosevelt, Michigan to Indiana	614,087	429,657	184,431	0	0
5	Indiana, Roosevelt to 14th Street	1,756,609	1,165,353	591,257	0	0
6	Indiana, 14th Street to 16th Street	1,311,508	744,966	566,542	0	0
7	Outfall Sewer, 14th Street	1,538,547	18,272	1,520,275	0	0
8	15th Street Park	695,000	0	585,000	55,000	55,000
9	14th Street	275,000	0	275,000	0	0
10	Prairie Avenue	725,000	0	725,000	0	0
11	15th Street	375,000	0	375,000	0	0
12	Other Landscaping	500,000	0	0	115,572	384,429
13	SUBTOTAL: HARD COSTS	8,508,188	2,541,483	5,128,422	289,975	548,229
14	TIF Redevelopment Plan	107,751	107,751	0	0	
15	Preliminary Infrastructure Analysis	957,829	149,000	0	808,829	0
16	Insurance	125,000	0	117,490	7,510	0
17	Contingency	530,000	0	196,000	0	334,000
18	Soil Remediation	750,000	0	300,000	175,000	275,000
19	Design and Related Fees and Costs	510,486	309,132	151,062	17,399	32,894
20	Development Project Management Fees	425,405	125,000	258,495	14,499	27,411
21	City Construction Fees inc. Force Account	500,000	73,526	426,474	0	0
22	Estimated Construction Period Interest	[500,000]	[500,000]	0	0	0
23	City Administration Fee	150,000	150,000	0	0	0
24	Sub-total	13,064,581	3,955,892	6,577,943	1,313,212	1,217,534
25	GRAND TOTAL	13,064,581	10,533,835		2,530,745	
26	Percent of Total	100.00%	80.63%		19.37%	

(Continued from page 55146)

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 8.3-2 by deleting the language in brackets, as follows:

8.3-2 Permitted Uses -- B2-1 To B2-5 Restricted Retail Districts.

A. Uses permitted in the B2-1 to B2-5 Districts, inclusive, are subject to the following conditions:

(1) Dwelling units and lodging rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter. (Amended July 10, 1961, Council Journal of Proceedings, page 6239)

(2) All business establishments shall be retail or service establishments dealing directly with consumers, except for wholesale establishments where storage of merchandise is limited to samples only. All goods produced on the premises shall be sold at retail on the premises where produced.

(3) Business establishments are restricted to a maximum gross floor area of 21,875 square feet each, exclusive of any floor area devoted to off-street parking or loading facilities. (Amended January 31, 1969, Council Journal of Proceedings, page 4987)

(4) All business, servicing, or processing -- except for off-street parking or loading and automated teller machines

as defined in Article 3.2 -- shall be conducted within completely enclosed buildings unless otherwise indicated hereinafter. (Amended July 10, 1974, Council Journal of Proceedings, page 8556; and November 15, 1979, Council Journal of Proceedings, page 1317)

(5) Establishments of the "drive-in" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted.

(6) All activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods or products shall conform with the performance standards, established for the M1-1 to M1-5 Manufacturing Districts in Article 10 of this comprehensive amendment, provided that performance standards shall in every case be applied at the boundaries of the lot on which any such activities take place.

B. The following uses are permitted in the B2-1 to B2-5 Districts inclusive. Except as may be allowed for planned developments, uses designated with an asterisk (*) shall not be located on the ground floor within 50 feet of any street.

(1) Any use permitted in the B1-1 to B1-5 Districts inclusive -- as set forth in Sections 8.3-1 B and C. (Amended April 27, 1960, Council Journal of Proceedings, page 2503)

(2) Antique Shops.

(3) Art and School Supply Stores.

(4) [*] Art Galleries, but not including auction rooms.

(5) Banks and Financial Institutions.

(6) Bicycle Sales, Rental and Repair Stores, when such bicycles are not motor-driven.

(7) Books and Stationery Stores.

(8) Candy and Ice Cream Stores.

(9) Camera and Photographic Supply Stores.

(10) Carpet and Rug Stores.

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

AMENDMENT OF TITLE 17, ARTICLE 8, SECTION 8.4-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW TATOO PARLORS AS SPECIAL USE WITHIN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 53607 through 53609, recommending that the City Council pass a proposed ordinance which amends Title 17, Article 8, Section 8.4-4 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by allowing tatoo parlors as special use within B4-1 to B4-5 Restricted Service Districts.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 8.4-4 by adding the language in italics, as follows:

8.4-4 Special Uses -- B4-1 To B4-5 Restricted Service Districts.

(1) Any special use allowed in the B3-1 to B3-5 Districts inclusive (unless already permitted under Section 8.3-4).

(2) Outdooor Amusement Establishments, Fair Grounds, Permanent Carnivals, Kiddie Parks, and Other Similar Amusement Centers, and including places of assembly devoted thereto such as stadiums and arenas shall be located in excess of 125 feet of a Residence District boundary. (Amended July 10, 1961, Council Journal of Proceedings, page 5239)

(3) Dwelling units may be established on the ground floor in B4-1 to B4-5 Districts only, subject to the front yard, side yard and rear yard provisions of the corresponding residential district; except for improved property, front yard, side yard and rear yard provisions may be otherwise permitted, subject to the provisions of Chapter 13-172 of the Municipal Code. (Amended July 10, 1961, Council Journal of Proceedings, page 5238; and January 17, 1969, Council Journal of Proceedings, page 4917)

(4) Automobile Sales when conducted in completely enclosed structure occupying less than 100 feet of frontage and no fender or body repair or painting is conducted. (Amended June 13, 1980, Council Journal of Proceedings, page 3207)

(5) Establishments of the "drive-in" or "drive-through" type offering goods or services directly to customers waiting in parked motor vehicles. (Added May 9, 1984, Council Journal of Proceedings, page 6470)

(6) Taverns, including live entertainment and dancing. Unenclosed or partially enclosed taverns are expressly permitted, except that live entertainment and dancing are not permitted in the unenclosed or partially enclosed areas. (Passed February 11, 1987, Council Journal of Proceedings, page 39508)

(7) Recycling Facilities, Class I. (Passed February 11, 1987, Council Journal of Proceedings, page 39509)

(8) Pawn Shops. (Amended November 16, 1988, Council Journal of Proceedings, page 19446)

(9) Entertainment Cabarets.

(10) Liquor Stores, package goods only.

(11) Tattoo Parlors.

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

AMENDMENT OF TITLE 17, ARTICLE 11 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ADDITION OF NEW SECTION 11.13-1 TO REQUIRE REMOVAL OF ILLEGAL MODIFICATIONS OR ALTERATIONS OF STRUCTURES USED TO INCREASE NUMBER OF DWELLING UNITS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 52615 through 52616, recommending that the City Council pass a proposed ordinance which amends Title 17, Article 11 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by adding a new Section 11.13-1 which requires removal of illegal modifications or alterations of structures used to increase number of dwelling units.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting a new Section 11.13-1, as follows:

11.13-1 Remedial Action.

In addition to the fines specified in Section 11.13, any person who violates this comprehensive amendment by alteration or modification of a structure to increase the number of dwelling units or living spaces within the structure, or by allowing any such alteration or modification to continue or to be used, shall be required to remove all fixtures, electrical and plumbing connections, furnishings, partitions and non-load bearing walls used in the violation. Failure to remove any of the foregoing shall constitute a separate violation.

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF TITLE 17 (CHICAGO ZONING ORDINANCE), TITLE 16 AND TITLE 11 OF MUNICIPAL CODE OF CHICAGO REGARDING APPLICATIONS FOR VARIATION IN NATURE OF SPECIAL USE FOR REPROCESSABLE CONSTRUCTION/DEMOLITION MATERIAL FACILITIES AND TO ALLOW SAME AS SPECIAL USE IN PLANNED MANUFACTURING DISTRICTS TWO AND THREE.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 53609 through 53615, recommending that the City Council pass a proposed ordinance which amends Title 17 (Chicago Zoning Ordinance), Title 16 and Title 11 of the Municipal Code of Chicago regarding applications for variation in nature of special use for reprocessable construction/demolition material facilities and allowing same as special use in Planned Manufacturing Districts Two and Three.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Prior to operating or expanding a waste handling facility in the City of Chicago, an operating permit must be obtained from the Commissioner of the Department of Environment; and

WHEREAS, The Commissioner of the Department evaluates the application to ensure that the proposed facility will comply with all relevant federal, state, and local environmental laws and will not endanger the health and safety of the surrounding community or negatively impact the environment; and

WHEREAS, Prior to operating or expanding a waste handling facility in the City of Chicago, a variation in the nature of a special use must be obtained from the Zoning Board of Appeals; and

WHEREAS, The Zoning Board of Appeals considers whether the proposed site is an appropriate location for a waste handling facility, particularly whether it will negatively impact traffic, the environment, and surrounding land values; and

WHEREAS, Facilities have traditionally obtained a variation in the nature of a special use prior to applying for an operating permit from the Department of Environment, but are not currently required to do so; and

WHEREAS, The operation of a waste handling facility can have a serious environmental impact on the surrounding community and the impact of operations on the environment are evaluated by the Commissioner of the Department of Environment; and

WHEREAS, It is most appropriate for the proposed facility application to be evaluated with regards to environmental impacts and to obtain an operating permit from the Department of Environment prior to applying for a variation in the nature of a special use from the Zoning Board of Appeals; now, therefore,

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

SECTION 1. Section 11-4-1930, subsection (B) of the Municipal Code of Chicago is hereby amended by striking from item nine (9) thereunder the language appearing in brackets below, and by inserting the italicized language, as follows:

11-4-1930 Reprocessable Construction/Demolition Material Permit.

(B) Permit Application. Application for a permit for a Reprocessable Construction/Demolition Material Facility shall be made to the Commissioner and shall provide the following information:

* * * * *

(9) [evidence of compliance with zoning requirements;] *evidence that the facility is located in a district for which a variation in the nature of a special use may be obtained from the zoning board of appeals pursuant to the Chicago Zoning Ordinance, Title 17;*

SECTION 2. Section 11-4-1520, subsection (A) of the Municipal Code of Chicago is hereby amended by striking from item (1) thereunder the language appearing in brackets below, and by inserting the italicized language, as follows:

11-4-1520 Permit -- Application.

A. Applications for a permit to operate a liquid waste handling facility, resource recovery facility or incinerator, sanitary landfill or transfer station shall be accompanied by the following:

* * * * *

(3) [Approval of the zoning board of appeals;] *Evidence that the facility is located in a district for which a variation in the nature of a special use may be obtained from the zoning board of appeals pursuant to the Chicago Zoning Ordinance, Title 17;*

* * * * *

SECTION 3. Section 11-4-1660 of the Municipal Code of Chicago is hereby amended by striking the language appearing in brackets below, and by inserting the italicized language, as follows:

11-4-1660 Special Permit -- Hearing -- Findings.

[Upon receipt of a notice as provided in the Chicago Zoning Ordinance of a pending application for a special use permit for any waste treatment or disposal facility, or of expansion or alteration of such a facility permitted as a special use the commissioner of the environment shall conduct a public hearing to examine the impact of the proposed facility on the community and its compliance with the provisions of this chapter.] *The commissioner of the department of environment shall conduct a public hearing to examine the impact on the community and compliance with the provisions of this chapter if: (1) any waste treatment or disposal facility for which an application to the zoning board of appeals for a special use permit is required under the Chicago Zoning Ordinance; or (2) the expansion or alteration of any such facility previously permitted as a special use for which an application to the zoning board of appeals for the modification of a special use permit is required under the Chicago Zoning Ordinance.* Notice of the public hearing and procedures therein shall be as provided in regulations issued by the commissioner. The commissioner shall record the proceedings and consider the matters presented in the hearing in deciding whether to issue the permit required under this chapter for the proposed facility. The commissioner shall also prepare findings based on the matters presented in the hearing and forward the findings to the solid waste management review committee for its consideration.

SECTION 4. Title 17 ("The Chicago Zoning Ordinance") Section 10.4-2 is hereby amended by adding to subparagraph (4), subparagraph (5), subparagraph (7), subparagraph (9), subparagraph (10), and subparagraph (11), the italicized language, as follows:

17-10.4-2 Special Uses -- M2-1 To M2-5 General Manufacturing Districts.

* * * * *

(4) Liquid Waste Handling Facilities *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

(5) Incinerators, Municipal *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

(7) Resource Recovery Facilities *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

(9) Transfer Stations *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

(10) Sanitary Landfills *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

(11) Reprocessable Construction/Demolition Material Facility, provided that such use shall comply with *and, following a duly scheduled public hearing, the applicant shall have obtained a permit pursuant to* Chapter 11-4 of the Municipal Code of Chicago and that the definition of the Reprocessable Construction/Demolition Material Facility as set forth in Title 17 shall be controlling for purposes of this Title.

SECTION 5. Title 17 ("Chicago Zoning Ordinance") Section 10.4-3 is hereby amended by adding to subparagraph (2), the italicized language, as follows:

17-10.4-3 Special Uses -- M3-1 To M3-5 Heavy Manufacturing Districts.

(2) Incinerators *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago for the activity for which a special use is being sought.*

SECTION 6. Chapter 16-8 of the Municipal Code of Chicago is hereby amended in Planned Manufacturing District No. 2 by adding to subparagraph 3, subparagraph 5, subparagraph 10 and subparagraph 12, the following italicized language, and by including a new subparagraph 13, as follows:

Subsection B. Special Uses -- Planned Manufacturing District No. 2.

3. Incinerators *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

5. Liquid Waste Handling Facilities *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

10. Sanitary Landfill *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

12. Transfer Stations *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

13. *Reprocessable Construction/Demolition Material Facility, provided that such use shall comply with and, following a duly scheduled public hearing, the applicant shall have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago and that the definition of the Reprocessable Construct/Demolition Material Facility as set forth in Chapter 16-8 shall be controlling for purposes of this chapter.*

SECTION 7. Chapter 16-8 of the Municipal Code of Chicago is hereby amended by adding in Planned Manufacturing District No. 3 to subparagraph 3, subparagraph 5, subparagraph 10 and subparagraph 12, the following italicized language, and by including a new subparagraph 13, as follows:

Subsection B. Special Uses -- Planned Manufacturing District No. 3.

3. Incinerators *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

5. Liquid Waste Handling Facilities *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

10. Sanitary Landfill *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

12. Transfer Stations *which have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago.*

13. *Reprocessable Construction/Demolition Material Facility, provided that such use shall comply with and, following a duly scheduled public hearing, the applicant shall have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of Chicago and that the definition of the Reprocessable Construction/ Demolition Material Facility as set forth in Chapter 16-8 shall be controlling for purposes of the chapter. Reprocessable Construction/Demolition Material Facility, provided that such use shall comply with and, following a duly scheduled public hearing, the applicant shall have obtained a permit pursuant to Chapter 11-4 of the Municipal Code of*

Chicago and that the definition of the Reprocessable Construction/Demolition Material Facility as set forth in Chapter 16-8 shall be controlling for purposes of this chapter.

SECTION 8. This ordinance shall be in full force and effect from and after its date of passage and due publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 13, 1994, pages 53616 through 53629, recommending that the City Council pass said proposed ordinances which amend 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Medrano, Ocasio, E. Smith, Burrell, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Ontario Street; a line perpendicular to West Ontario Street from a point 531.81 feet east of North Kingsbury Street as measured along the south line of West Ontario Street; a line 101 feet south of West Ontario Street; a line perpendicular to West Ontario Street, from a point 661.81 feet east of North Kingsbury Street as measured along the south line of West Ontario Street; a line 100.5 feet south of West Ontario Street; a line perpendicular to West Ontario Street, from a point 751.81 feet east of North Kingsbury Street as measured along the south line of West Ontario Street; a line from a point 109.5 feet south of West Ontario Street and 751.81 feet east of North Kingsbury Street as measured along the south line of West Ontario Street, to a point 118 feet south of West Ontario Street and 645.93 feet east of North Kingsbury Street as measured along the north line of the express roadway; a line 118 feet south of West Ontario Street; and a line from a point 118 feet south of West Ontario Street and 50 feet east of North Kingsbury Street as measured along the north right-of-way of the express roadway, to a point 30 feet east of North Kingsbury Street on the south line of West Ontario Street,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-F.
(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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by:

a line 220.92 feet south of West Van Buren Street; South Wells Street; South Financial Place; and a line 32.01 feet north of West Congress Parkway,

to those of a B7-7 General Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

> a line 75 feet south of and parallel to West Webster Avenue; the alley next east of North Southport Avenue; a line 100 feet, 0.5 inches south of and parallel to West Webster Avenue; and North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

> the alley next north of West Bloomingdale Avenue; North Honore Street; a line 25 feet north of and parallel to West Bloomingdale Avenue; and the alley next west of North Honore Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> West Wabansia Avenue; North Damen Avenue; the alley next south of West Wabansia Avenue; and a line 24 feet west of the alley next west of and parallel to North Damen Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> North Wilmot Avenue; a line 100 feet long and perpendicular to North Wilmot Avenue, commencing at a point 204 feet northwest of the intersection of North Wilmot Avenue with the west line of North Leavitt Street; the alley next southwest of North Wilmot Avenue; and a line 100 feet long and perpendicular to North Wilmot Avenue, commencing at a point 252 feet, 6½ inches northwest of the intersection of North Wilmot Avenue with the west line of North Leavitt Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 290.02 feet north of the intersection of North Wilmot Avenue and North Hoyne Avenue, as measured along the west line of North Wilmot Avenue; North Wilmot Avenue; a line 241.61 feet north of the intersection of North Wilmot Avenue and North Hoyne Avenue, as measured along the west line of North Wilmot Avenue; the alley next west of North Wilmot Avenue; a line 299.10 feet north of the intersection of West Wabansia Avenue and North Milwaukee Avenue, as measured along the northeast line of North Milwaukee Avenue; North Milwaukee Avenue; a line 387.12 feet north of the intersection of West Wabansia Avenue and North Milwaukee Avenue, as measured along the northeast line of North Milwaukee Avenue; and the alley next west of North Wilmot Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-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 R4 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by:

a line 175 feet north of and parallel to West Bloomingdale Avenue; the alley next east of and parallel to North Humboldt Boulevard; West Bloomingdale Avenue; and North Humboldt Boulevard,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-K in the area bounded by:

> the alley next north of and parallel to West Homer Street; North Kilbourn Avenue; West Homer Street; and a line 84.36 feet west of the alley next west of and parallel to North Kilbourn Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-N in the area bounded by:

> a line 156.05 feet north of and parallel to West Belden Avenue; North Nagle Avenue; West Belden Avenue; and the public alley next west of and parallel to North Nagle 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 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 5-N in the area bounded by:

> West Grand Avenue; a line 118.5 feet east of North Nagle Avenue, as measured at the southerly right-of-way line of West Grand Avenue; a line 156.05 feet north of West Belden Avenue; and North Nagle Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 5-N in the area bounded by:

> the alley next north of and parallel to West North Avenue; a line 55.5 feet east of North Newcastle Avenue; West North Avenue; and North Newcastle Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

> a line 97.12 feet south of West Barry Avenue; the alley next east of and parallel to North Southport Avenue; a line 121.12 feet south of West Barry Avenue; and North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by:

> West Diversey Parkway; North Wayne Avenue; the alley next south of and parallel to West Diversey Parkway; and a line 168.30 feet west of North Wayne Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by:

> a line 129.80 feet north of and parallel to West Wrightwood Avenue; North Lakewood Avenue; West Wrightwood Avenue; and a line 74.40 feet west of and parallel to North Lakewood 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-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 M2-3 General Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

> a line 1,426.12 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue, as measured along the southwesterly line of North Clybourn Avenue; North Clybourn Avenue; a line 1,486.07 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue, as measured along the southwesterly line of North Clybourn Avenue; North Clybourn Avenue; and a line 120 feet southwest of and parallel to North Clybourn Avenue,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

> the alley next south of West Belmont Avenue; the alley next east of North Hamlin Avenue; a line 166 feet south of and parallel to West Belmont Avenue; and North Hamlin Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-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. 8-H in the area bounded by:

> West 33rd Street; a line 336 feet west of and parallel to South Paulina Street; the alley next south of West 33rd Street; and the alley next west of South Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by:

> West Newport Avenue; a line 266 feet west of and parallel to North Seminary Avenue; the public alley next south of and parallel to West Newport Avenue; and the C.M. St. P. & P. Railroad (Chicago, Evanston) right-of-way,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 10-E in the area bounded by:

> the alley next north of and parallel to East Bowen Avenue; a line 291 feet east of South Dr. Martin Luther King, Jr. Drive; East Bowen Avenue; and the alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-I in the area bounded by:

> the alley next north of West 46th Street; a line 399.93 feet west of and parallel to South Western Avenue; West 46th Street; and a line 499.93 feet west of and parallel to South Western 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 18-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 18-G in the area bounded by:

> West 71st Street; South Morgan Street; a line 50 feet south of and parallel to West 71st Street; and the public alley next west of and parallel to South Morgan Street,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 20-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 20-G in the area bounded by:

> West 83rd Street; South Carpenter Street; a line 50 feet south of and parallel to West 83rd Street; and the public alley next west of and parallel to South Carpenter Street,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 26-B in the area bounded by:

> East 104th Street; South Hoxie Avenue; a line 24 feet south of and parallel to East 104th Street; and the public alley next west of and parallel to South Hoxie Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

REVISION OF CITY COUNCIL COMMITTEE MEMBERSHIP FOR 1991 -- 1995 TERM.

Alderman Burke presented the following proposed resolution:

Be It Resolved by the City Council, That the following shall be Chairmen, Vice-Chairmen and members on standing committees of the City Council of the City of Chicago for the 1991 -- 1995 term:

2. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

   Dixon (Chairman), Coleman, Allen

3. COMMITTEE ON BUILDINGS.

   Laurino

4. COMMITTEE ON COMMITTEES, RULES AND ETHICS.

   Streeter (Vice-Chairman), Austin, Laurino

5. COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

   Laurino

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

   Austin, Laurino

8. COMMITTEE ON FINANCE.

   Jones, Ocasio

9. COMMITTEE ON HEALTH.

Austin, Laurino

10. COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

Giles (Chairman), Mazola (Vice-Chairman), Streeter, Natarus

12. COMMITTEE ON HUMAN RELATIONS.

Suarez (Chairman), Dixon

16. COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

Austin

17. COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Natarus (Chairman), Laurino

19. COMMITTEE ON ZONING.

Austin

; and

Be It Further Resolved, That the following members are removed from the following committees:

2. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

Dixon

4. COMMITTEE ON COMMITTEES, RULES AND ETHICS.

Streeter

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

Suarez

10. COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

Natarus (Chairman), Streeter (Vice-Chairman), Coleman, Mazola

12. COMMITTEE ON HUMAN RELATIONS.

Dixon (Chairman), Jones

16. COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

Natarus

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, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Rules Suspended -- AUGUST 24, 1994 DECLARED "UKRAINIAN INDEPENDENCE DAY IN CHICAGO".

Alderman Ocasio presented the following proposed resolution:

WHEREAS, Ukraine, a nation of fifty-five million people and one of Europe's largest countries, seeks political and economic support from the West, and especially the United States, in fortifying its freedom; and

WHEREAS, The capital of Ukraine, Kiev, is a sister City of the City of Chicago and benefits from political and cultural exchange with Chicagoans; and

WHEREAS, Three years ago on August 24, 1991, Ukraine declared itself independent from the long colonial stranglehold of the Soviet Union, and embarked on the road to build a sovereign democratic nation; and

WHEREAS, Many Americans of Ukrainian descent, and others residing in the City of Chicago wish to commemorate this third anniversary of a new era in the life of Ukraine by promoting awareness of this historic event; now, therefore,

Be It Resolved, That The Honorable Richard M. Daley, Mayor, and the City Council do hereby declare August 24, 1994 to be "Ukrainian Independence Day in Chicago" and we urge all citizens to join in its observance; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the representatives of the Ukrainian community in the City of Chicago.

Alderman Ocasio moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

Thereupon, on motion of Alderman Ocasio, seconded by Aldermen Watson, Suarez, Mell, Wojcik and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Rules Suspended -- AUGUST 27, 1994 DECLARED "GRAND BOULEVARD DAY IN CHICAGO".

Alderman Tillman presented the following proposed resolution:

WHEREAS, Grand Boulevard is a historic Chicago community; and

WHEREAS, Many past and present residents of Grand Boulevard are among Chicago's most illustrious citizens; and

WHEREAS, Members of the Inner-City Alumni Network plan a community appreciation program to build community pride in the area, bordered by Federal Street and Cottage Grove Avenue and 39th and 51st Street; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That August 27th be declared "Grand Boulevard Day in Chicago".

Alderman Tillman 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 Tillman, the foregoing proposed ordinance was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. Lev Bodnar, Mr. George Rychtysky, Mr. Michael Klysh, Mr. Michael Karachevsky, Mr. Orest Baranyk, Mr. Michael Wawk, Mr. Miroslav Krasko, Ms. Oxana Pruchlak and Mr. John Horodecki, organizers of the Ukrainian Independence Day celebration.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the third (3rd) day of August, 1994, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourteenth (14th) day of September, 1994, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 14, 1994, at 10:00 A.M., in the Council Chambers in City Hall.

Ernest R. Wish

ERNEST R. WISH,
City Clerk.