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**COPY**



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

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**Regular Meeting--Wednesday, December 11, 1991**

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

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

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**OFFICIAL RECORD.**

**RICHARD M. DALEY**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance At Meeting.**

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

*Absent* -- None.

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**Call To Order.**

On Wednesday, December 11, 1991 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Quorum present.

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**Invocation.**

Reverend R. David Saunders, Pastor of Quinn Chapel A.M.E. Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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***Rules Suspended*-- CONGRATULATIONS EXTENDED TO  
FIGHTING FRIARS OF FENWICK HIGH SCHOOL  
ON WINNING 1991 PREP BOWL  
CHAMPIONSHIP.**

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

**OFFICE OF THE MAYOR  
CITY OF CHICAGO**

December 11, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the Fighting Friars of Fenwick High School on the occasion of their victory in the 1991 Prep Bowl Championship.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

Alderman Banks 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, The Fighting Friars of Fenwick High School have won the 1991 Prep Bowl Championship, their fourth city championship, with a resounding 28 -- 0 victory over Bogan; and

WHEREAS, The Fenwick football team had its best record since 1962, when Fenwick also won the Prep Bowl Championship; and

WHEREAS, The Fenwick football team won eleven games -- tying the Fenwick record for the most wins in one season; and

WHEREAS, Head Coach Richard R. Ambrosino '64 has led the Fenwick football program to the level of excellence that was traditional under legendary coaches Tony Lawless and John Jardine; and

WHEREAS, Coach Ambrosino has conducted his football program consistent with Fenwick's highest standards; and

WHEREAS, Fifteen of the sixty members of the Fighting Friars are Chicago residents, the team serves as a symbol of the success that can be achieved when the diversity and talent of the Chicago metropolitan area are combined; and

WHEREAS, The success of the Fenwick football team gave continued evidence of Fenwick High School's longstanding belief that athletic success and academic achievement can both be achieved by a committed group of students, coaches and teachers; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council, assembled this eleventh day of December, 1991, extend our heartiest congratulations to Dick Ambrosino, his coaching staff and the Fenwick football team for its exceptional and most noteworthy season; and

*Be It Further Resolved*, That we commend the parents and families of the coaching staff and the athletes on their dedication and support; and that we extend our sincere wish for success in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Fenwick High School.

On motion of Alderman Banks, seconded by Aldermen Cullerton and Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.



*Nays -- None.*

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer his personal congratulations to the Fighting Friars, their parents and the faculty of Fenwick High School. Praising the school as representative of the best of our educational system, the Mayor lauded the Dominican Order for its commitment to the provision of quality education. At the request of Mayor Daley, the Fighting Friars then rose and were warmly applauded by the Council and its assembled guests.

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*Referred --* APPOINTMENT OF MS. GUADALUPE A. REYES  
AS MEMBER OF CHICAGO TRANSIT  
AUTHORITY 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 Transportation and Public Way.*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 11, 1991.

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

LADIES AND GENTLEMEN -- I have appointed Guadalupe A. Reyes as a member of the Chicago Transit Authority Board, to complete the unexpired term of Natalia Delgado, who has resigned. This term expires on September 1, 1993.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- AMENDMENT OF TITLE 9, CHAPTER 92,  
SECTION 070 OF MUNICIPAL CODE OF  
CHICAGO CONCERNING NOTICE  
REQUIREMENTS FOR VEHICLE  
IMPOUNDMENT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 11, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Section 9-92-070 of the Municipal Code of Chicago concerning notice requirements for vehicle impoundment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- AUTHORIZATION FOR EXECUTION OF  
CITY/STATE PROJECT AGREEMENT FOR  
RECONSTRUCTION OF WESTERN  
BOULEVARD VIADUCT AT  
33RD STREET.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 11, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Public Works, I transmit herewith an ordinance authorizing execution of a city/state project agreement for the reconstruction of the Western Boulevard viaduct at 33rd Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred --* REJECTION OF BID PROPOSALS FOR  
CERTAIN CITY-OWNED PROPERTIES.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 11, 1991.

*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 seven ordinances rejecting bid proposals for certain city-owned properties. The attached bid proposals were

opened by the Department of General Services at a public meeting on October 18, 1991.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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

The Honorable Walter S. Kozubowski, 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 --* **REPORTS AND DOCUMENTS OF  
COMMONWEALTH EDISON COMPANY.**

The following communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of December 2, 1991, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this company, I am enclosing copies of reports of the company as listed below:

Statement for bills issued in December, 1991 to Illinois Commerce Commission related to Standard Contract Rider No. 20.

Conservation Program Clause related to Rider No. 21, for the month of December, 1991.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month of September, 1991.

Commonwealth Edison Company's Quarterly Report to Securities and Exchange Commission (Form 10-Q) for quarter ended September 30, 1991.

Commonwealth Edison Company's Current Report on Form 8-K dated October 22, 1991."

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

Also, copies of resolutions adopted by the Chicago Plan Commission on November 14, 1991, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*.

*Department Of General Services, Real Estate Section.*

*Disposition Of Vacant City-Owned Property.*

Referral Number	Ward	Address
91-093-02	27	232 North California Avenue
91-094-02	27	230 North California Avenue
91-095-02	27	116 -- 120 North California Avenue
91-110-02	27	220 North California Avenue
91-121-02	27	2640 West Van Buren Street
91-122-02	27	710 North Albany Avenue
91-268-02	27	2447 West Lexington Street
91-271-02	27	2455 West Lexington Street
91-272-02	27	2451 West Lexington Street

Referral Number	Ward	Address
91-273-02	27	2449 West Lexington Street
91-293-02	27	2152 West Warren Boulevard
91-294-02	27	2436 West Madison Street
91-295-02	31	3248 West Division Street
91-296-02	42	405 -- 409 West Chicago Avenue (former fire station)
91-298-02	24	158 West Erie Street (former fire station)
91-299-02	3	4601 -- 4607 South Prairie Avenue/ 307 -- 309 East 46th Street
91-300-02	42	1310 North Cleveland Avenue
91-301-02	26	2742 West Thomas Street
91-302-02	11	1638 West 32nd Street
91-303-02	29	5648 West Huron Street
91-304-02	29	158 North Parkside Avenue/ 5651 West West End Avenue
91-305-02	29	159 West Waller Street
91-308-02	24	4631 South Michigan Avenue
91-309-02	4	4444 South St. Lawrence Avenue
91-310-02	2	3742 South Dr. Martin Luther King, Jr. Drive
91-311-02	21	8614 South Summit Avenue
91-313-02	20	6550 South Ingleside Avenue

Referral Number	Ward	Address
91-314-02	2	3611 South Dr. Martin Luther King, Jr. Drive
91-315-02	37	1407 North Kolin Avenue
91-317-02	25	2039 West 21st Place.

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*Placed On File*-- OATH OF OFFICE OF  
MR. ROGER E. MC MAHON.

Also, the oath of office of Mr. Roger E. McMahon as a member of the Retirement Board of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, filed on November 26, 1991, which was *Placed on File*.

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

**PUBLICATION OF JOURNALS.**

November 27, 1991.  
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on November 27, 1991, 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 December 10, 1991, 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 November 27, 1991, 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.

December 4, 1991.  
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on December 4, 1991, 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 December 10, 1991, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on December 4, 1991, 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.

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**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:

**Michael Conover -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-H bounded by:**

the alley next south of West North Avenue; North Elk Grove Avenue; a line from a point 59.50 feet south of the alley next south of West North Avenue running southwesterly from and perpendicular to North Elk Grove Avenue; and the alley next southwesterly of North Elk Grove Avenue.



Karl Heumann -- to classify as a C1-1 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-K bounded by:

a line 125 feet north of and parallel to West Fullerton Avenue; North Kenton Avenue; West Fullerton Avenue; and the alley next west of and parallel to North Kenton Avenue.

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

a line 79.27 feet north of and parallel to West Waveland Avenue; North Sheffield Avenue; West Waveland Avenue; and the alley next west of North Sheffield Avenue.

Martin Oil Marketing, Limited -- to classify as a B4-1 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 9-H bounded by:

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

Pullman Trust & Savings Bank, under Trust Number 5454 -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District and M1-1 Restricted Manufacturing District the area shown on Map No. 28-A bounded by:

East 116th Street; the alley next east of and parallel to South Avenue M; East 117th Street; and the alley next west of and parallel to South Avenue N.

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO:

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

Ahn Sang H., Allstate Ins. Co. (4) Temple Cotton, Sharon R. O'Neil, Vladan and Ela Petronijevic and Virginia Vasquez, American Ambassador Ins. Co. and Mark Liermann, American Country Ins. Co. and Yellow Cab Co., American Family Ins. Co. and George M. Arthur, American Service Ins. Co. (4) Elisa Carter, Sheila R. Haske, Isiah Poke and Maurice A. Rhone, Amica Ins. Co. and Donald Suter, Amoco Oil Company, Archie Shelvy, Aristizabal Michael, A T & T, A-Z Zenith Currency Exchange;

Berg Sue I., Bock Edward J., Brown Doreen, Bush Sally M.;

Cain Barry S., Century Corporation, Clark Raymond, Coleman Katari I., Collins James H., Commercial National Bank of Chicago, Country Mutual Ins. Co. and James Cure;

Doffing Christopher F., Dresden Storrs A., Dretske Martin A.;

Fields Jr., Wesley, Finley Vassie L., Follis Jack;

Guarise Sandra Y., Gudanowski Maria, Guese Ferdinand;

Hallissey Thomas and Jacquelin, Homeyer George;

Imbrogno James A., Inden Gerd J.;

Jordan Susan A., Jurewicz Danuta;

Kaplan Wendy, Kornfeind Ronald, Kouzios James, Kudniar Helen;

Leworthy Thomas A., Liberty Mutual Ins. Co. and Doris Mack;

Markov Alexander, May Melvyn R., McCann Christopher M., Miller Max J., Mokran Peter R., Moore Harry G., Moriarty Katherine M., Mulcahy Dennis J., Myers Roslyn;

Nam Stephen S., Nicholes Nichelle M., Niemiec Eleanor S.;

Owens Renay A.;

Papas Paul E., Park Raymond, Patel Kamlesh R., Pearson Michael C., Power Melinda L.;

Ribbeck Manuel R.;

Sanjay Gupta, Schoenjohn Chris W., Staat George R., State Farm Ins. Co. (2) Arthur Dotson and Louis R. Ocasio, Stevenson Machell, Stromberger Maria J.;

Tripp Edward;

USAA and Richard H. Carter, Jr.;  
Varney Carl R., Vazquez Antonio;  
Warden Adam C., Williams Arthur, Wisgowski Delores A., Wortley  
Joanne.

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*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF OAKLAND  
MULTIPLE RESOURCE DISTRICT AS  
CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director,  
Commission on Chicago Landmarks, under date of November 29, 1991,  
transmitting the recommendation that the Oakland Multiple Resource  
District be designated as a Chicago landmark, which was *Referred to the  
Committee on Historical Landmark Preservation.*

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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PROPERTY AT 5190 NORTH NORTHWEST HIGHWAY  
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, December 11, 1991.

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

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification, located at 5190 North Northwest Highway, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build and occupy property which is located within Cook County and used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification 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, Bruce Nesbitt is the owner of the property commonly known as 5190 North Northwest Highway, Chicago, Illinois (hereinafter referred to as the "subject property"), and has constructed a new building on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The permanent index number for the subject property is: 13-09-310-002-0000; and

WHEREAS, The subject property is used for manufacturing purposes by Orion Industries, Ltd., and its affiliated companies; and

WHEREAS, Bruce Nesbitt has received from the Office of the Cook County Assessor acknowledgement of receipt of a Pre-Eligibility Application for 6(b) Classification under the Cook County Real Property Classification Ordinance; and

WHEREAS, Substantial construction work has been completed and substantial sums have been expended to this purpose; and

WHEREAS, This new construction on and use of the subject property will provide additional present and future employment, both temporary and permanent; and

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

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, hereby declare that Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance is both appropriate and necessary for the development of the subject property; and that pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves, consents to and supports the classification of the subject property as Class 6(b), and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 13-09-310-002-0000; and 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.

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AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL  
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY TO  
PROVIDE SPECIAL TRANSPORTATION SERVICES  
FOR DISABLED CLIENTS OF CHICAGO  
DEPARTMENT ON AGING AND  
MAYOR'S OFFICE OF PEOPLE  
WITH DISABILITIES.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an Intergovernmental Cooperation Agreement between the City and the Chicago Transit Authority for special transportation services for Department on Aging clients with disabilities, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), acting through the Chicago Department of Aging ("C.D.O.A.") and the Mayor's Office for People with Disabilities ("M.O.P.D."), desires to assist in providing certain transportation services to disabled C.D.O.A. and M.O.P.D. clients; and

WHEREAS, In compliance with the federal regulations, the Chicago Transit Authority ("C.T.A.") operates door-to-door transportation services for mobility-limited individuals using private contractors ("C.T.A. Special Services Program"); and

WHEREAS, It is necessary and desirable that the City enter into an Intergovernmental Cooperation Agreement with C.T.A. providing for the participation of C.D.O.A. and M.O.P.D. clients in the C.T.A. Special Services Program; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part of this ordinance.

SECTION 2. The Mayor or the Commissioner of C.D.O.A. is hereby authorized, subject to the approval of the C.T.A. Board and subject to review by the Corporation Counsel, to enter into and execute an Intergovernmental Cooperation Agreement substantially in the form attached hereto as Exhibit A.

SECTION 3. The Mayor or the Mayor's Special Assistant for the M.O.P.D. is hereby authorized, subject to the approval of the C.T.A. Board and subject to review by the Corporation Counsel, to enter into and execute an Intergovernmental Cooperation Agreement substantially in the form attached hereto as Exhibit B.

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

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

*Exhibit "A".*

*Intergovernmental Cooperation*

*Agreement.*

Intergovernmental Cooperation Agreement (hereinafter "Agreement") dated as of this \_\_\_\_ day of \_\_\_\_\_, 1991 by and between the Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois through its Department on Aging (hereinafter "C.D.O.A.").

*Witnesseth:*

Whereas, In compliance with federal regulations, C.T.A. operates door-to-door transportation services (hereinafter "Special Services Program") for mobility limited individuals using private contractors; and

Whereas, C.D.O.A. has requested C.T.A. to provide transportation services to its disabled clients using C.T.A.'s existing private contractors and any additional private contractors with whom C.T.A. subsequently may contract; and

Whereas, The C.T.A. and the City of Chicago are separate and independent municipal corporations authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provisions of the Intergovernmental Cooperation Act, Chapter 127, Paragraph 741, et. seq. of the Illinois Revised Statutes (1989), as amended.

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

1. Basic Agreement. C.T.A. hereby covenants and agrees to perform certain specialized transportation services for clients of C.D.O.A. with disabilities as hereinafter described and C.D.O.A. covenants and agrees to reimburse C.T.A. for the cost of the transportation services.



## 2. Eligibility.

- a) C.T.A. will provide transportation services only to those C.D.O.A. clients with disabilities who are referred to C.T.A. by C.D.O.A.. The C.T.A. Special Services Program is performed by private contractors in accordance with a Master Agreement between C.T.A. and each private contractor and in accordance with the C.T.A.'s Operating Policies and Procedure (hereinafter "O.P.P."), a copy of which is attached hereto and incorporated herein and is hereby made a part hereof as though it were herein fully set forth. Transportation services may also be performed under the Chicago Taxi Access Program (hereinafter "T.A.P.") in accordance with Reimbursement Agreement between C.T.A. and certain public vehicle license holders, a copy of which is attached hereto and incorporated herein and is hereby made a part hereof as though it were herein fully set forth.
- b) C.D.O.A. will screen its clients for certification by C.T.A.. C.D.O.A. will provide each client an identification number and identification card. Upon presentation of the I.D. card to C.T.A., the C.D.O.A. client will become a Conditional Special Services Program Participant (hereinafter "Conditional Program Participant"). Within thirty (30) days of becoming a Conditional Program Participant, C.T.A. must either i) certify and enroll the C.D.O.A. client as a Special Services Program Participant or ii) give notice in writing to C.D.O.A. that the Conditional Program Participant is not eligible for the Special Services Program. Any such written notice to C.D.O.A. will state the reason such Conditional Program Participant is not eligible.

## 3. Reimbursement.

- a) C.D.O.A. will reimburse C.T.A. the cost of transportation services provided to all Conditional Program Participants, provided, however, that a C.D.O.A. referred client's status as a Conditional Program Participant shall in no event extend beyond a date thirty (30) days after the date of issuance of the C.D.O.A. identification card.
- b) C.T.A. shall submit to C.D.O.A., no later than the tenth (10th) day of each calendar month, an invoice for transportation services rendered in the preceding month. The monthly invoice will contain a breakdown of the number of one-way trips provided to Conditional Program Participants. C.T.A. shall bill C.D.O.A. for the actual cost of one-way trips provided to C.D.O.A. clients. The cost for T.A.P. transportation services will

be determined by the amount C.T.A. reimburses cab companies for valid vouchers submitted by Conditional Program Participants plus Two Dollars (\$2.00) per voucher which the cab companies receive as a fee for participating in the Program. However, C.T.A. and C.D.O.A. agree that in no event shall the total amount invoiced to and paid by C.D.O.A. exceed the amount of \$100,000 for the entire period between January, 1992 and December 31, 1992.

- c) C.D.O.A. will purchase, directly from C.T.A., vouchers to be used in T.A.P.. C.D.O.A. will distribute the T.A.P vouchers to Conditional Program Participants. The parties agree that T.A.P. vouchers may not be used for travel to or from locations outside of the boundaries of the City of Chicago. T.A.P. vouchers will be reimbursed by C.D.O.A. in accordance with the Reimbursement Agreement.
- d) C.T.A. shall maintain records showing the actual number of trips provided to C.D.O.A. Conditional Program Participants and the actual cost incurred. Upon written request, C.T.A. shall permit an authorized representative of the City to inspect and audit all data and records of the C.T.A. for services performed under this Agreement. The C.T.A. shall make these records available at reasonable times during the term of this Agreement and for at least three (3) years from the date of final payment of City funds to C.T.A..
- e) Payments pursuant to this Agreement are subject to the availability of funds and their appropriation or authorized expenditure under applicable law. Any termination of funding shall terminate this Agreement and the C.T.A. shall not be entitled to any additional payments under this Agreement.

4. Provision of Services. The transportation services herein described will be provided by private contractors pursuant to agreements between C.T.A. and such contractors.

5. Compliance with Laws. C.T.A. and C.D.O.A. hereby expressly agree that the transportation services to be provided hereunder shall be performed in compliance with all federal, state and municipal laws, ordinances, rules and regulations relating to or affecting the services hereunder.

6. Indemnity. The C.T.A. shall indemnify the City of Chicago as follows:

- a) To the extent that C.T.A. is indemnified by its private contractors, including public vehicle license holders, it is expressly understood that C.T.A. shall indemnify and save harmless the City of Chicago from all claims, suits, actions, liabilities, judgments, costs, expenses and damages arising out of or resulting from the services under this Agreement, and such indemnity shall not be limited by reason of the conditions on any insurance coverage herein provided.
- b) It is expressly understood that C.T.A. shall indemnify, keep and save harmless the City of Chicago, its agents, officials and employees against all suits or claims that may be based on any injury to persons or property that may arise, or that may be alleged to have arisen from a wrongful or negligent act of C.T.A. or its employees; and C.T.A. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City of Chicago in any such action, the C.T.A. shall, at its own expense, satisfy and discharge the same.

7. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the C.T.A. and City of Chicago as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Chicago or the C.T.A. shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other.

8. Term and Extension. This Agreement shall expire on December 31, 1992. This Agreement may be extended by execution of a written agreement for extension, or execution of a written agreement substantially similar to this Agreement. In no event can this Agreement be extended without written consent of the parties, and no extension may arise out of performance of the terms of this Agreement after expiration.

9. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the rights to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of thirty (30) days prior written notice. Upon termination of this Agreement, the C.T.A. shall have no obligation to continue to provide the transit services provided for herein.

10. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or

deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

13. Separate Entries. 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 as constituting C.T.A. or the City of Chicago as representatives of each other for any purpose.

14. Authority. This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act, Chapter 127, Paragraph 741, et seq. of the Illinois Revised Statutes (1989), as amended.

15. Ordinance. Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_.

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

If To The City:

Commissioner  
Chicago Department on Aging  
510 North Peshtigo Court  
Chicago, Illinois 60611

With Copy To: Department of Law  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If To The C.T.A.: James E. Marshall  
Room 734  
440 Merchandise Mart  
Chicago Transit Authority  
Chicago, Illinois 60654

With Copy To: General Attorney  
Chicago Transit Authority  
440 Merchandise Mart  
Chicago, Illinois 60654

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

In Witness Whereof, The City has caused this Agreement to be approved by the City Council of the City and its seal to be hereto affixed and duly attested by its City Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago Transit Board, approved by the Chicago Transit Board and duly attested to by its Secretary as of the day and year first above written.

Approved As To Form And Legality: City of Chicago,  
a municipal corporation

By: \_\_\_\_\_  
Commissioner,  
Chicago Department On Aging

Attest:

\_\_\_\_\_  
City Clerk

Approved As To Form And Legality: Chicago Transit Authority,  
a municipal corporation

\_\_\_\_\_  
General Attorney

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

Approved By Ordinance  
No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approved By Ordinance  
No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary to Board

*Exhibit "B".*

*Intergovernmental Cooperation Agreement.*

Intergovernmental Cooperation Agreement dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by and between the Chicago Transit Authority, a

municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (hereinafter "C.T.A.") and the City of Chicago, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois through its Mayor's Office for People with Disabilities (hereinafter "M.O.P.D.").

*Witnesseth:*

Whereas, In compliance with Federal regulations, C.T.A. operates door-to-door transportation services (hereinafter "Special Services Program") for mobility limited individuals using private contractors; and

Whereas, M.O.P.D. has requested C.T.A. to provide transportation services to its disabled clients using C.T.A.'s existing private contractors and any additional private contractors with whom C.T.A. subsequently may contract; and

Whereas, The C.T.A. and the City of Chicago are separate and independent municipal corporations authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provisions of the Intergovernmental Cooperation Act, Chapter 127 §741 et seq. of the Illinois Revised Statutes (1989), as amended.

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

1. Basic Agreement. C.T.A. hereby covenants and agrees to perform certain specialized transportation services for clients of M.O.P.D. with disabilities as hereinafter described and M.O.P.D. covenants and agrees to reimburse C.T.A. for the cost of the transportation services.

2. Eligibility.

- a) C.T.A. will provide transportation services only to those M.O.P.D. clients with disabilities who are referred to C.T.A. by M.O.P.D.. The C.T.A. Special Services Program is performed by private contractors in accordance with a Master Agreement between C.T.A. and each private contractor and in accordance with the C.T.A.'s Operating Policies and Procedure (hereinafter "O.P.P."), a copy of which is attached hereto and incorporated herein and is hereby made a part hereof as though it were herein fully set forth. Transportation services may also be performed under the Chicago Taxi Access Program (hereinafter "T.A.P.") in accordance with Reimbursement Agreement between C.T.A.

and certain public vehicle license holders, a copy of which is attached hereto and incorporated herein and is hereby made a part hereof as though it were fully set forth.

- b) M.O.P.D. will screen its clients for certification by C.T.A.. M.O.P.D. will provide each client an identification number and identification card. Upon presentation of the I.D. card to C.T.A., the M.O.P.D. client will become a Conditional Special Services Program Participant (hereinafter "Conditional Program Participant"). Within thirty (30) days of becoming a Conditional Program Participant, C.T.A. must either i) certify and enroll the M.O.P.D. client as a Special Services Program Participant or ii) give notice in writing to M.O.P.D. that the Conditional Program Participant is not eligible for the Special Services Program. Any such written notice to M.O.P.D. will state the reason such Conditional Program Participant is not eligible.

### 3. Reimbursement.

- a) M.O.P.D. will reimburse C.T.A. the cost of transportation services provided to all Conditional Program Participants, provided, however, that a M.O.P.D. referred client's status as a Conditional Program Participant shall in no event extend beyond thirty (30) days after the date of issuance of the M.O.P.D. identification card.
- b) C.T.A. shall submit to M.O.P.D., no later than the tenth (10th) day of each calendar month, an invoice for transportation services rendered in the preceding month. The monthly invoice will contain a breakdown of the number of one-way trips provided to M.O.P.D. clients by the Special Services Program. C.T.A. shall bill M.O.P.D. for the actual cost of one-way trips provided to M.O.P.D. clients. The cost for T.A.P. transportation services will be determined by the amount C.T.A. reimburses cab companies for valid vouchers submitted by M.O.P.D. clients plus Two Dollars (\$2.00) per voucher which the cab companies receive as a fee for participating in the program. However, C.T.A. and M.O.P.D. agree that in no event shall the total amount invoiced to and paid by M.O.P.D. exceed the amount of \$20,000.00 for the entire period between January 1, 1992 and December 31, 1992.
- c) M.O.P.D. will purchase, directly from C.T.A., vouchers to be used in T.A.P.. M.O.P.D. will distribute T.A.P. vouchers to Conditional Program Participant. The parties agree that T.A.P. vouchers may not be used for travel to or from locations outside



of the boundaries of the City of Chicago. T.A.P. vouchers will be reimbursed by M.O.P.D. in accordance with the Reimbursement Agreement.

- d) C.T.A. shall maintain records showing the actual number of trips provided to M.O.P.D. Conditional Program Participants and the actual cost incurred. Upon written request, C.T.A. shall permit an authorized representative of the City to inspect and audit all data and records of the C.T.A. for services performed under this Agreement. The C.T.A. shall make these records available at reasonable times during the term of this Agreement and for at least three (3) years from the date of final payment of City funds to C.T.A..
- e) Payments pursuant to this Agreement are subject to the availability of funds and their appropriation or authorized expenditure under applicable law. Any termination of funding shall terminate this Agreement and the C.T.A. shall not be entitled to any additional payments under this Agreement for trips performed after the date of termination.

4. Provision of Services. The transportation services herein described will be provided by private contractors pursuant to agreements between C.T.A. and such contractors.

5. Compliance with Laws. C.T.A. and M.O.P.D. hereby expressly agree that the transportation services to be provided hereunder shall be performed in compliance with all federal, state and municipal laws, ordinances, rules and regulations relating to or affecting the services hereunder.

6. Indemnity. The C.T.A. shall indemnify the City of Chicago as follows:

- a) To the extent that C.T.A. is indemnified by its private contractors, including public vehicle license holders, it is expressly understood that C.T.A. shall indemnify and save harmless the City of Chicago from all claims, suits, actions, liabilities, judgments, costs, expenses and damages arising out of or resulting from the services under this Agreement, and such indemnity shall not be limited by reason of the conditions on any insurance coverage herein provided;
- b) It is expressly understood that C.T.A. shall indemnify, keep and save harmless the City of Chicago, its agents, officials and employees, against all suits or claims that may be based on any injury to persons or property that may arise, or that may be

alleged to have arisen from a wrongful or negligent act of the C.T.A. or its employees, and the C.T.A. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against M.O.P.D. in any such action, the C.T.A. shall, at its own expense, satisfy and discharge the same.

7. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the C.T.A. and City of Chicago as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Chicago or the C.T.A. shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other.

8. Term and Extension. This Agreement shall expire on December 31, 1992. This Agreement may be extended by execution of a written agreement for extension, or execution of a written agreement substantially similar to this Agreement. In no event can this Agreement be extended without written consent of the parties, and no extension may arise out of performance of the terms of this Agreement after expiration.

9. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of thirty (30) days prior written notice. Upon termination of this Agreement, the C.T.A. shall have no obligation to continue to provide the transit services provided for herein.

10. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part hereof.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

13. Separate Entities. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship or co-partners or joint venturers between the parties hereto, or as constituting C.T.A. or the City of Chicago as representatives of each other for any purpose.

14. Authority. This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act, Chapter 127, Paragraph 741, et seq. of the Illinois Revised Statutes (1987), as amended.

15. Ordinance. Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_.

16. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal services; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If To The City:

Commissioner  
Mayor's Office for People with  
Disabilities

---

Chicago, Illinois 60611

With Copy To:

Department of Law  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If To The C.T.A.:

James E. Marshall  
Room 734  
Chicago Transit Authority  
440 Merchandise Mart  
Chicago, Illinois 60654

With Copy To:

General Attorney  
Chicago Transit Authority  
440 Merchandise Mart  
Chicago, Illinois 60654

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

In Witness Whereof, The City of Chicago has caused this Agreement to be approved by the Mayor of the City of Chicago and the City Council and its seal to be hereto affixed and duly attested by its Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago Transit Board, approved by the Chicago Transit Board and duly attested to by its Secretary as of the day and year first above written.

Approved As To Form And Legality: City of Chicago,  
a municipal corporation

By: \_\_\_\_\_  
Commissioner  
Mayor's Office for People with  
Disabilities

Attest:

\_\_\_\_\_  
City Clerk

Approved As To Form And Legality: Chicago Transit Authority  
a municipal corporation

\_\_\_\_\_  
General Attorney

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

Approved By Ordinance  
No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approved By Ordinance  
No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary to Board

Master Agreement, Operating Policies and Procedures and Reimbursement Agreement attached to this Exhibit "B" read as follows:

*Master Agreement.*

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, (Agreement) by and between the Chicago Transit Authority, an Illinois municipal corporation (Authority), and \_\_\_\_\_, an Illinois corporation (Contractor).

Whereas, Federal laws and regulations require that mass transit operators receiving Urban Mass Transportation Administration (U.M.T.A.)

funds make satisfactory arrangements to meet the transportation needs of disabled and handicapped persons; and

Whereas, The Authority, as a mass transit operator, has determined that it is in the best interest of the Authority and disabled and handicapped persons to establish a program to utilize private sector transportation providers to provide such transportation on a subsidized basis; and

Whereas, To initiate the services, specifications were developed and bids were solicited from private operators interested in providing special transportation services; and in response to such solicitation of bids, Contractor has been selected to enter into this Agreement with the Authority, to provide specialized transportation services (Specialized Services Program), for qualified disabled persons as hereinafter set forth.

Now, Therefore, The parties hereto, intending to be legally bound, agree and covenant as follows:

## I.

### *Basic Agreement.*

Contractor hereby covenants and agrees to perform certain specialized transportation services for the disabled as hereinafter described, for the benefit of the Authority, and in consideration thereof, the Authority agrees to provide a subsidy to the Contractor for each person transported in accordance with the terms and conditions set forth herein.

## II.

### *Eligibility.*

The Authority will subsidize trips provided by the Contractor only to those disabled persons who are properly certified and are enrolled in the Special Services Program (Program Participants). The Special Services Program will be performed in accordance with the Operating Policies and Procedures (O.P.P.) a copy of which is attached hereto and incorporated herein and is hereby made a part of this Agreement as though it were herein fully set forth.

**III.***Vehicles.*

The Contractor will furnish the Authority proof of inspection for each vehicle participating in the Special Services Program in accordance with all local, state and federal standards, if any. Each vehicle shall be subject to a preventive maintenance program and records of each vehicle's participation in the preventive maintenance program must be made available to the Authority upon request. The maintenance records must include all preventive and repair maintenance performed on the vehicle.

**IV.***Addition Of Carriers.*

The Authority reserves the right to contract with additional carriers for participation in the Special Services Program during the term of this Agreement or any subsequent contract. The Authority may offer the Contractor the opportunity to expand the existing service at its present stated price, to meet any increased demand prior to the adding of any additional carriers.

**V.***Term.*

Except as provided in Section XVII and XVIII, the term of this Agreement shall be from \_\_\_\_\_ until its expiration date of \_\_\_\_\_. The Authority shall have an option to unilaterally renew, for a renewal term of two (2) years, this Agreement upon the same terms and conditions, including terms of compensation, as herein provided.

**VI.***Terms Of Compensation.*

The Authority shall pay to the Contractor the following one way trip amounts:

	Ambulatory	Non-Ambulatory
Trip within Zone 0	_____	_____
Trip within Zone 1	_____	_____
Trip within Zone 2	_____	_____
Trip within Zone 3	_____	_____
Trip within Multiple Zones	_____	_____
Per Vehicle Service Hour Price	_____	
Discount in Per Trip Price	_____	
Discount in Per Vehicle Service Hour Price	_____	

All Program Participants and their attendants, if any, shall pay the Contractor the current Authority adult fare for a one way trip. All of such adult fare payments by the Program Participants shall be deducted from the amount due the Contractor by the Authority for the services hereunder. Contractor is required to accept cash, tokens or monthly passes from Program Participants. Each Program Participant shall be allowed one attendant per one way trip, and such rides by attendants shall not be subsidized in any way by the Authority. Maximum in-vehicle time for Program Participants will be 1½ hours provided no more than four (4) percent of all demand response trips in Zone 0 and six (6) percent of the trips between zones shall be in excess of this 1½ hours. Exceptions to the maximum in-vehicle times may be granted by the Executive Director, or his designate for extenuating circumstances, such as bad weather or long trips in peak times. Any such exception shall be determined within the Executive Director's sole discretion.

The compensation rates will be adjusted annually as of the anniversary date of this Agreement as set forth below:

Per Trip Price-Ambulatory	12th Month Anniversary	24th Month Anniversary	36th Month Anniversary
Trip within Zone 0	_____	_____	_____
Trip within Zone 1	_____	_____	_____
Trip within Zone 2	_____	_____	_____



	12th Month Anniversary	24th Month Anniversary	36th Month Anniversary
<b>Per Trip Price-Ambulatory</b>			
Trip within Zone 3	_____	_____	_____
Trip within Multiple Zones	_____	_____	_____
<b>Per Trip Price Non-Ambulatory</b>			
Trip within Zone 0	_____	_____	_____
Trip within Zone 1	_____	_____	_____
Trip within Zone 2	_____	_____	_____
Trip within Zone 3	_____	_____	_____
Trip within Multiple Zones	_____	_____	_____
<b>Per Vehicle Service Hour Price.</b>			
(From 2:00 A.M. to 4:00 A.M. or as implemented by the Authority during 9:00 P.M. to 2:00 A.M. and 4:00 A.M. to 5:00 A.M. time periods)	_____	_____	_____
<b>Discount In Per Trip Price.</b>			
If Contractor elects to perform non-dedicated transportation service.	_____	_____	_____
<b>Discount In Per Vehicle Service Hour Price.</b>			
If Contractor elects to perform non-dedicated transportation service.	_____	_____	_____

**VII.***Performance Bond.*

The Contractor shall, within ten (10) working days after execution of this Agreement by the Authority, furnish a Performance Bond in the amount \$150,000.00 which bond shall remain in effect during the life of the Agreement. In the event the Performance Bond is terminated, cancelled or not renewed and Contractor fails or refuses to furnish a substitute or replacement thereof, the Authority may, but shall not be required to, withhold from any sum due Contractor hereunder an amount equal to the Performance Bond until the Contractor furnishes a substitute or replacement Performance Bond or until this Agreement expires or is terminated in accordance with the terms hereof. Any such failure to maintain the Performance Bond shall constitute cause for termination within the meaning of Article XVIII of this Agreement.

**VIII.***Failure To Furnish Bond.*

In the event the Contractor fails to furnish the Performance Bond within said ten (10) day period, this Agreement shall be terminated and any deposit of the Contractor may be retained by the Authority as liquidated damages, not as a penalty, to partially cover costs and losses by the Authority.

**IX.***Independent Contractor.*

Contractor is an independent contractor and has and retains full control and supervision of the services to be performed hereunder and Contractor has full control over the employment and direct compensation and discharge of all persons, other than Authority employees, assisting in the performance of its services hereunder. Contractor shall be solely responsible for all matters relating to payment of wages to its employees, including compliance with social security, payroll tax withholdings and unemployment compensation. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this Agreement.

**X.***Complaints.*

The Authority and the Contractor will accept complaints from passengers. The Contractor will respond to each complaint, in such form, either verbally or in writing, as is deemed appropriate by the Authority, to the Authority and/or to the complainant.

The Contractor will take prompt corrective action in those instances where complaints are found to be justified and will keep permanent records of complaints and the responses thereto.

**XI.***Only Certain Employees To Provide Services.*

Contractor shall provide the Authority with a list of all personnel who will perform services under this Agreement for certification and prior approval by the Authority, and the Contractor shall describe each employee's involvement in the delivery of services hereunder. All drivers shall meet the minimum driver standards as stated in the Operating Policies and Procedures, Section II.3.1. Minimum Driver Standards/Drug Screen/Annual Physical Examination.

Contractor agrees that it will perform all the services required under this Agreement using only employees from the approved list, provided that Contractor may submit additional personnel for certification and approval by the Authority and further provided that each of such additional employees meets the minimum driver standards as stated hereinabove.

**XII.***Driver Training.*

The Contractor shall provide, and all drivers will be required to complete, a driver training program approved by the Authority which shall consist of the following three (3) parts: (1) Service Orientation, (2) Sensitivity and Passenger Assistance and (3) Defensive Driving.

Upon successful completion of the Authority's approved training program or the presentation of certification of training, acceptable to the Authority, each driver will receive a picture identification card and the Authority's certification number. The identification card must be displayed in clear view, at all times, on the vehicle while the vehicle is in service.

Contractor certifies that all of Contractor's personnel providing services under this Agreement shall be technically qualified to perform the services required hereunder and, unless otherwise provided herein, as required by the nature of the services, will be fully licensed in the State of Illinois and authorized in conformity with all state licensing requirements and all governmental statutes, ordinances, and other provisions relating to the services provided hereunder.

Contractor shall remove any driver, at the request of the Authority, who in the Authority's sole judgment, is not performing in an acceptable manner in accordance with the O.P.P., and if requested to be removed, said driver shall not perform any of the services hereunder unless specifically approved in writing in advance by the Authority. Upon removal of any driver, Contractor shall return the driver's identification card to the Authority.

### XIII.

#### *Operating Policies And Procedures.*

The Contractor agrees to fully carry out the provisions of the Operating Policies and Procedures which are attached to and made a part of this Agreement. The Contractor agrees to perform the services hereunder in accordance with and subject to the O.P.P. and any revisions thereof. The parties agree that the O.P.P. can only be amended by the Executive Director of the Authority.

### XIV.

#### *Indemnity.*

Contractor shall indemnify, defend and hold the Authority harmless from any and all claims and lawsuits by third parties, including damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by the Authority, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, or failure by the Contractor to comply with any laws relating to or affecting the services to be provided

hereunder, the use of patent appliances, products, or processes or any breach by the Contractor of any of its duties, representations, covenants, or other obligations of the Contractor hereunder, whether said claims or lawsuits are covered by insurance or not. The Contractor shall defend the Authority against all such claims and lawsuits and shall pay all costs and expenses incidental thereto, provided, however, that the Authority shall have the right to defend against any such claim or lawsuit without relieving the Contractor of any of its obligations hereunder.

## XV.

### *Accidents, Claims And Insurance.*

#### (A) Insurance.

For the term of this Agreement the Contractor shall maintain the following insurance coverages in the amounts stated herein below. With the exception of Workmen's Compensation, on each of such policies of insurance the Authority shall be shown as an additional party insured.

#### 1. Workmen's Compensation.

Coverage A -- Statutory

Coverage B -- \$100,000

#### 2. Comprehensive General Liability (Including Contractual Liability and Independent Contractors).

Bodily Injury Liability:	Each Person	\$2,000,000.00
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	Each Accident	\$2,000,000.00
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Property Damage Liability:	Each Accident	\$2,000,000.00
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#### 3. Automobile Liability.

Bodily Injury Liability:	Each Person	\$2,000,000.00
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	Each Accident	\$2,000,000.00
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Property Damage Liability:                      Each Accident    \$2,000,000.00  
or \$2,000,000.00 Combined  
Single Limit

The Contractor shall furnish the Authority Certificate(s) of Insurance prior to the commencement of services hereunder. The Certificate(s) of Insurance shall provide that in the event of cancellation or any material change in the coverage stated above, the Authority shall be notified not less than thirty (30) days prior to the effective date of any such change.

All insurance coverages required to be maintained or provided by the Contractor shall be with companies and evidenced by policies acceptable to the Authority and all such companies shall have a rating not less than B+ Policy Holders Rating by Alfred M. Best and Company, Inc. The Authority reserves the right to inspect in person, prior to the commencement of the services, all of the Contractor's insurance policies required hereunder.

**(B) Claims.**

If, as a result of any service performed under this Agreement, a claim is made against the Authority or Contractor, the Contractor must verbally notify the Authority, with a complete and accurate description of the incident, within 24 hours of receipt of the claim. Contractor shall submit written notice of any such claim to the Authority within 36 hours of receipt of the claim.

The Authority shall notify the Contractor of any claims reported directly to the Authority within 48 hours of receipt of the claim.

**(C) Accidents.**

All passenger and vehicle accidents involving any property damage or personal injury resulting from service provided under this Agreement must be verbally reported, immediately, and verified, in writing, to the Authority with a complete report on the incident, including any forms provided by the Authority for that purpose, within 24 hours of the occurrence. The Authority shall notify the Contractor of any accident reported directly to the Authority within 24 hours after notice of the accident.

**XVI.**

*Submission Of Invoices.*

Invoices for payment shall be so marked, prepared in duplicate, include a

reference to this Agreement and the number assigned thereto by the Authority, and shall be consecutively numbered and forwarded to:

Chicago Transit Authority  
Attention: Director, Special Services  
P.O. Box 3555  
Merchandise Mart Plaza  
Chicago, Illinois 60654

Each invoice shall be accompanied by any reports required hereunder. Contractor will invoice the Authority for the services performed hereunder on a monthly basis. Invoices must be accompanied by an itemized list of trip types and the number of trips performed for each category. The Authority will pay Contractor within 30 days of receipt of the invoice.

#### *XVII.*

##### *Termination For Convenience.*

The Authority may terminate this Agreement, in whole or in part, without cause, at any time, by written notice to the Contractor whenever the Authority determines that such termination is in the best interest of the Authority. Upon receipt of written notice of termination, all services and any other performance hereunder by the Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the Authority and for which no previous invoice was submitted to the Authority.

The Contractor shall be paid costs, including closeout costs, and profit for the services performed up to the time of termination. The Contractor shall promptly submit, in accordance with the terms hereof, a termination claim to the Authority and the parties shall negotiate a termination settlement to be paid the Contractor. If the Contractor has any property in his possession belonging to the Authority, the Contractor will account for same, and dispose of it in the manner the Authority directs.

**XVIII.***Termination For Cause.*

The Authority may, by written notice of default to the Contractor, terminate the whole or part of this Agreement in the following circumstances:

- (a) If the Contractor fails to perform the services as specified herein and in the Operating Policies And Procedures, at or within the times specified herein or therein or any extensions thereof;
- (b) If the Contractor fails to perform the services in the manner specified herein;
- (c) If the Contractor fails to perform any other provision of this Agreement for any reason whatsoever, or fails to perform or keep any other covenant required to be performed or kept; and

in either of these instances does not cure such failure within a period of 10 working days (or such longer period of time as may be authorized by the Authority in writing) after receipt of written notice of default from the Authority specifying such failure.

In the event of termination, Contractor's performance hereunder shall cease, and the Contractor shall prepare a final invoice reflecting the services actually furnished to the satisfaction of the Authority that have not appeared on any previous invoice. The Authority agrees to pay the Contractor, in accordance herewith and as reflected on said invoices, for services actually furnished, less payment of any compensation previously paid and less any costs or damages incurred by the Authority as a result of such default, including, without limitation, any amount necessary to obtain suitable substitute and replacement contractors in excess of the cost had the Contractor satisfactorily completed the Agreement.

If, after notice of termination for default, it is determined that the Contractor's failure to perform is due to causes beyond the control of the Contractor, the notice of termination shall be deemed to be withdrawn, upon written notification by the Authority.



**XIX.***Disputes.*

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not resolved by agreement of the parties hereto shall be decided by the Executive Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive unless within thirty (30) days from the date of receipt of such decision the Contractor submits written appeal to the Chairman of the Authority.

The decision of the Chairman on any such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. In connection with any appeal under this section, the Contractor shall submit any evidence in support thereof. Pending final resolution of a dispute hereunder, the Contractor shall proceed with the performance of the Agreement in accordance with the decision of the Executive Director.

**XX.***Assignability.*

Contractor shall not transfer, assign, sublet, mortgage, pledge or otherwise dispose of this Agreement or of any interest herein without the prior written consent of the Authority. The Contractor may not subcontract any portion of its obligation hereunder to any other firm or party unless approved in writing by the Authority.

The Authority may assign its rights and obligations hereunder to any successor to the rights and functions of the Authority or to any governmental agency to the extent required by law or governmental regulations or to the extent the Authority deems necessary or advisable under the circumstances.

**XXI.*****Waiver Of Terms And Conditions.***

The failure of the Authority or Contractor in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any of the rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as permanently waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in full force and effect as if no waiver had occurred.

**XXII.*****Interpretation, Jurisdiction And Venue.***

The Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois. Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Illinois for adjudication of any suit, right or cause of action arising under or in connection with the Agreement.

**XXIII.*****Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**XXIV.*****Revisions Or Modifications Of Operating Policies And Procedures.***

The Executive Director of the Authority may, at any time, change the Operating Policies and Procedures. If any such change causes an increase or decrease in the cost of, or the time required for performance under this

Agreement, an equitable adjustment shall be made in the Agreement and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, provided, however, that the Executive Director, may, in his sole discretion, accept any such claim prior to final payment under this Agreement, but the determination shall not be later than 60 days after submission of any such claim. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section XIX, "Disputes".

## XXV.

### *Inspection Of Contractor's Vehicles.*

- (A) Throughout the term of this Agreement, the Authority shall have the right, upon twenty-four (24) hours notice, to inspect the vehicles used by the Contractor in connection herewith. All inspections by the Authority shall be made in such a manner as not to interfere with the Contractor's performance. The Authority shall have the right to enter Contractor's premises for the purpose of inspecting and auditing all data and records which pertain hereto. The Authority shall also have the right to enter Contractor's premises for the purpose of carrying out the inspection of vehicles.
- (B) In the event any of the services performed hereunder do not conform with the requirements of this Agreement, the Authority shall have the right to (i) require the Contractor to immediately take all necessary steps to ensure future performance to be in conformity with the requirements of the Agreement; and (ii) reduce the compensation to reflect the reduced value of the services.

In the event the Contractor fails to take necessary steps to ensure future performance in conformity with the requirements of this Agreement, the Authority shall have the right to either (i) charge Contractor any costs to the Authority that are directly related to the performance or (ii) terminate this Agreement for cause.

## XXVI.

### *Explanations.*

Should it appear that services provided pursuant hereto are not sufficiently detailed or explained in this Agreement, the Contractor shall

request further written explanation or interpretation, as may be necessary and the services hereunder shall conform to the explanation as provided.

#### XXVII.

##### *Compliance With Laws/Permits And Licenses.*

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances, rules, regulations and orders relating to or affecting the services hereunder. Upon request, the Contractor shall furnish to the Authority certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under this Agreement.

#### XXVIII.

##### *Records.*

The Contractor shall keep separate written records and documents during the performance of this Agreement and for three (3) years thereafter relating to the finances hereof and the performance hereunder as detailed by the Authority. These documents shall include records pertaining to wages, salaries, and other costs as a base for computing accounts payable or items reimbursable under this Agreement. Such records shall be supported by the proper documentation. All documents pertaining to the service shall be made available to representatives of the Authority or, with Authority permission, to other governmental agencies funding the services hereunder. All documents, whenever possible, shall be kept separate and apart from all other such documents. Contractor shall keep and supply the Authority with all information required for its report to the Urban Mass Transportation Administration and, if required by regulation, Contractor shall submit an Urban Mass Transportation Act, Section 15 report to the Urban Mass Transportation Administration.

The Contractor shall keep records and documents during the performance of the Contract and for three (3) years thereafter evidencing compliance with the Authority's E.E.O./D.B.E. requirements. All such records and documents, or copies thereof, shall be available at reasonable times and places for inspection by the Authority and will be submitted to the Authority upon the request, together with other compliance information which the Authority may require.

**XXIX.***Computer Terminal.*

The Authority shall provide Contractor with computer terminals and the necessary equipment for their operation under this Agreement as specified in Section IV.1 of the O.P.P.. The Contractor shall be required to use the computers exclusively for the performance of this Agreement. The Authority makes no warranties relating to the operation of the computer equipment.

The computer terminals will remain the exclusive property of the Authority and shall be placed in a secure location at the offices of the Contractor. The Authority shall have the right of entry upon the property of Contractor for purposes of maintenance and inspection of the computer terminals. In the event of termination of this Agreement, the Authority shall have the right, without further notice, to enter the Contractor's premises for the purpose of removing the computer terminals. The computer equipment shall be returned to the Authority in good condition and repair, ordinary wear and tear excepted. Contractor shall be solely responsible for the loss of or any damage to the computer equipment. The Authority agrees to train a reasonable number of Contractor's employees to use the computer equipment. Upon completion of training, only such employees of the Contractor shall be authorized to use the computer equipment.

Contractor covenants that it will not assign, pledge, create a security interest in, or encumber the computer terminals in any manner whatsoever, nor permit any liens to become effective thereon. In the event the Contractor permits any of the foregoing to occur and remain uncorrected for five (5) working days, the Authority shall have the right to declare the Contractor in default and terminate this Agreement.

**XXX.***Nondiscrimination.*

During the performance hereunder:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry or handicap. The Contractor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify

any such underutilization. If the Contractor hires additional employees in order to perform hereunder, the Contractor will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry or handicap. 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. The Contractor agrees to conspicuously post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all applicants will be considered for employment without regard to race, religion, color, sex, national origin, ancestry or handicap.
- (3) The Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representatives of the Contractor's commitments hereunder and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 entitled "Equal Employment Opportunity" of September 24, 1965 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the Urban Mass Transportation Administration and the Secretary of Labor for the purpose of ascertaining compliance with such rules, regulations and orders.
- (6) In the event of Contractor's non-compliance with the non-discrimination provisions hereof or with any of said rules, regulations or orders, this Agreement may be terminated in whole or in part and the Contractor may be declared ineligible for further governmental contracts or federally-assisted contracts in accordance

with the procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include a citation to 41 C.F.R. Sections 60-1.4(b)(1) and (c) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provision shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Urban Mass Transportation Administration may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Urban Mass Transportation Administration the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (8) The Contractor shall, on behalf of itself and its subcontractors, submit monthly Manpower Utilization Reports as prescribed by the Department of Labor. The report is to be submitted to the Department of Labor Regional Office by the fifth (5th) day of the following month. Should the fifth (5th) day be on a weekend, the report must be received by the Friday immediately prior to the fifth (5th) day.

The Authority shall receive from the Contractor, no later than the commencement date hereof and at the beginning of each quarter thereafter, a workforce composition report.

XXXI.

*Certified Payrolls.*

The Authority shall receive from the Contractor a certified copy of each payroll within seven (7) days after the regular payroll date. Following a review by the Authority for compliance with state and federal labor laws, the payroll copy shall be retained at the offices of the Contractor for later review by U.M.T.A./D.P.T.

The Contractor may use the Department of Labor Form WH-347 "Optional Payroll Form", which provides for all the necessary payroll information certification. The Department of Labor form may be obtained at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. However, the Contractor may use its own payroll form provided the form includes the same information and certifications as the Department of Labor Form WH-348, "Statement of Compliance".

XXXII.

*Standard Government Requirements For Disadvantaged Business Enterprise.*

- (a) **Policy:** It is the policy of the Department of Transportation (D.O.T.) that Disadvantaged Business Enterprises (D.B.E.) as defined in D.O.T. Regulations 49 C.F.R., Part 23 and Section 106(C) of the Surface Transportation Uniform and Relocation Assistance Act of 1987 (S.T.U.R.A.A.), shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the D.B.E. requirements of 49 C.F.R., Part 23 and Section 106(C) of S.T.U.R.A.A. apply to this Agreement.
- (b) **D.B.E. Obligation:** Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23 and Section 106(C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, have the maximum practicable opportunity to participate in the performance of contracts and subcontracting activities, if any, financed in whole or in part with Federal funds provided under this Agreement. The Contractor shall take all necessary and reasonable steps in accordance with the above authority to ensure that Disadvantaged Business Enterprises have the maximum practicable opportunity to compete for and perform hereunder. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of D.O.T. assisted contracts.

"Disadvantaged Business" means a small business concern:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which



is owned by one or more socially and economically disadvantaged individuals; and

- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"The Small Business Act" defines small for the purpose of government procurement as a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on government contracts and can further qualify under the criteria set forth in Section 13 C.F.R., Part 121, 3-8.

"Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans including women regardless of their ethnic origin or race and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

- (c) In connection with the performance of this Agreement, the Contractor will cooperate with the Authority in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises and will insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontracting work, if any, under this Agreement.
- (d) Goals: The D.B.E. goal established for this Agreement is contained in the Proposal section of this document. Failure to fully comply with the D.B.E. goal may result in your bid being rejected in its entirety. Also, included is the D.B.E. Participation Statement, Form 715.18, which must be completed, executed and submitted to the Authority along with your bid. Bidders who fail to meet the D.B.E. goal and fail to demonstrate their good faith efforts to meet the goal in accordance with the guidelines contained in the section entitled "Grant of Relief for Bidders: Waiver of D.B.E. Goals" may not be eligible to be awarded the contract.

In the event the Contractor chooses to alter this list after contract award, the Contractor must be able to demonstrate that the named D.B.E. subcontractor is unable to perform because of default or overextension on other projects or provide other similar justification for the Authority's approval. It is not intended that Contractor's ability to negotiate a more advantageous contract with another subcontractor be considered valid basis for change.

Substitution of a named D.B.E. subcontractor by the Contractor both before and/or after award of contract, requires the replacement be a D.B.E. subcontractor and must be approved by the Authority. The Authority, solely, will determine the acceptance or rejection of any justification for substitution of any named D.B.E. subcontractor by the Contractor.

Agreements between the Contractor and a D.B.E. in which the D.B.E. promises not to provide subcontracting quotations to other carriers are prohibited.

- (e) Grant Of Relief For Bidders: Waiver Of D.B.E. Goals.
  - (1) If Contractor finds it impossible to fully meet the D.B.E. goal of this Agreement, the bid or proposal must include a signed petition for grant of relief from this requirement on bidder's or proposer's letterhead, accompanied by documentation showing that all reasonable "good faith" efforts were made toward fulfilling the goal.
  - (2) The bidder or proposer requesting a waiver or variance of the D.B.E. goal should generally demonstrate the following in its petition:
    - i) Evidence of direct negotiations with D.B.E. firms including, at a minimum:
      - a) the names, addresses and telephone numbers of D.B.E. firms contacted;
      - b) a description of the information provided to the D.B.E. firms regarding potential work to be performed; and
      - c) a statement indicating why negotiations failed to result in any agreement;
    - ii) A detailed statement of efforts made to identify and select portions of direct contract work to be performed by D.B.E. firms;
    - iii) A detailed statement of the efforts made to identify opportunities for D.B.E. firms to perform work for the bidder/proposer where such D.B.E. contracting would not be directly related to the performance of this Agreement;

- iv) Evidence of the bidder/proposer's general affirmative action policies regarding the utilization of D.B.E. firms, including an exposition of methods used to carry out these policies; and
  - v) Evidence of the bidder/proposer's past performance with regard to the participation of D.B.E. firms in Authority contracts and in proportion with the bidder/proposer's overall expenditures for goods and services.
3. If the Contractor does not meet the D.B.E. goal, price alone shall not be an acceptable basis for which the bidder may reject the D.B.E. subbid unless the bidder/proposer can show to the satisfaction of the Authority that no reasonable price can be obtained from a D.B.E.. A determination of reasonable price is based on such factors as the Authority's estimate for the specific subcontracts, and the average of the bona fide prices quoted for the specific subcontract. A D.B.E. bid for subcontract will be presumed to be unreasonable if the D.B.E.'s price exceeds the average price quoted by more than fifteen percent (15%).
- (f) Carriers that fail to meet D.B.E. goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.
  - (g) To insure that all obligations under contracts awarded to D.B.E.'s are met, the Authority shall review the D.B.E. involvement efforts during the performance of the Agreement. The Contractor shall bring to the attention of the Authority any situation in which regularly scheduled progress payments are not made to D.B.E. subcontractors.
  - (h) Should the Contractor fail to meet the D.B.E. goals, Contractor must submit to the Authority justification for this failure and provide the information contained in D.O.T. Regulation 49 C.F.R., Part 23 and Section 106(C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Authority, solely, will determine the acceptance or rejection of any jurisdiction for failure to meet established goals.
  - (i) The Contractor is bound by the above specified regulations whether they are mentioned in their entirety or by reference in the above.

(Insert Proposal Acceptance)

**I.*****Operating Policies And Procedures.*****I.1 Program Participants.**

Participation in this program is restricted to those persons who have been certified by the Authority as unable to use the Authority's fixed-route buses because of severe mobility impairment.

The criteria for certification presently are that a physician must attest that an individual is unable to climb three standard size motor coach steps or that an individual meets the legal definitions for both blindness and deafness.

The Authority reserves the right to expand or reduce the number of certified riders and to modify the method(s) and standard(s) used for certification.

Each certified rider is listed in C.T.A.'s client file and the Authority will pay for trips made by these riders.

**I.2.1 Hours Of Service.**

The service will be operated 24 hours per day with the following exceptions. Each carrier must operate citywide service between 5:00 A.M. and 9:00 P.M..

Service hours to/from the following suburban areas will be 5:00 A.M. to 12:00 P.M. every Monday through Saturday and 5:00 A.M. to 12:00 P.M. every day effective with the start of this contract. The suburbs are: Cicero, Berwyn, Forest Park, River Grove, River Forest, Elmwood Park and Oak Park. C.T.A. reserves the right to change the hours of suburban service or the suburbs involved with 30 days written notice to all carriers.

A single carrier will operate citywide 365 days per year between the hours of 9:00 P.M. to 5:00 A.M.. This carrier will be the sole carrier providing service and other carriers must refer requests for pickups from 9:00 P.M. to 5:00 A.M. to this carrier. If the carrier fails to provide sufficient capacity during this time period (9:00 P.M. to 5:00 A.M.) over a 30-day consecutive period, the Authority may terminate the contract, and/or add the services of another carrier. The Authority may choose to direct the contractor to operate a C.T.A. specified number of vehicles per hour and reimburse the carrier the contractually agreed upon price for this service.

Effective January 1, 1989, service to other suburban areas as listed under service area (I.3) as being level A, B, or C will be implemented.

### I.2.2 Maximum Ride Time.

The maximum in-vehicle ride time for clients is 90 minutes. However, four percent of a carrier's trips made entirely in Chicago in one calendar month can exceed this limit and 6% of suburb to/from Chicago trips in one month can exceed this limit. C.T.A. will not pay carriers for those trips over 90 minutes beyond the 4% City of Chicago limit and 6% suburb to City of Chicago limit.

### I.3 Service Area.

The primary service area includes the City of Chicago (except O'Hare Airport where only the passenger terminals will be served) and the seven suburbs of Cicero, Berwyn, Forest Park, River Grove, River Forest, Elmwood Park, and Oak Park. Effective January 1, 1989 contractors are also required to provide service to the three groups of suburbs listed below. Service hours for these suburbs are also listed.

Intrasuburban trips are not authorized nor are trips between Cicero and Berwyn and between River Forest and Oak Park. Suburban service will be implemented, effective January 1, 1989, at the following levels as described:

"A" is 24 hours, 7 days-a-week service;

"B" is 5:00 A.M. to Midnight, 7 days-a-week (no owl); and

"C" is 5:00 A.M. to 9:00 P.M., Monday -- Saturday (no late evening, owl or Sunday service).

#### 1. Group A.

Evergreen Park, Harwood Heights, Norridge, North Riverside (North Riverside Mall, only), Park Ridge (addresses on Northwest Highway south of Touhy, only): Service level B.

Evanston: Service level A.

**2. Group B.**

Bellwood, Maywood, Westchester (East of Mannheim), Skokie, Lincolnwood: Service level B.

Blue Island (Western Avenue, Gregory and 127th Streets, to Rock Island Station: duplicates C.T.A. Route 94A)

**3. Group C.**

River Grove (Belmont Avenue, to Thatcher Woods Shopping Center, only; duplicates C.T.A. Route 77): Service level A.

Bedford Park, Burbank: Service level B.

Forest View; Summit (63rd Street from Harlem to Archer, only; duplicates C.T.A. Route 164): Service level C.

The C.T.A. reserves the right to change this service area to exclude any of the suburbs listed.

Carriers are authorized to pick up and drop off riders on both sides of those streets where the street constitutes a border with the authorized service area.

**I.4 Trip Limits And Trip Authorizations.**

The Authority will each day notify, via computer, the contractors of the total number of trips which may be reserved for this program for that day. The Authority will not pay contractors for any trips not reserved and authorized by C.T.A. prior to the trip. Each "Special Request" (see Section I.8) trip by the contractor must receive prior approval from C.T.A.. No limits will be placed on the number of authorized trips each carrier can provide, other than the program limit. In other words, carriers are free to compete for as many trips as possible within program trip limits.

Cancellation rates are taken into account when daily limits are determined. Carriers may not accept additional rides to offset cancellations.

### I.5 Fareboxes.

Fareboxes are not required.

### I.6 Fares.

Fares and methods of fare payment charged riders and attendants will be set by the Authority. The cash fares paid by program participants will be kept by carriers and must be deducted from the receivables (billing statements) submitted by carriers to the Authority. C.T.A. may choose to alter fares during the course of the contract. If C.T.A. raises or lowers the fare for registered program participants and/or attendants this increase in the fare will be C.T.A.'s and will have no impact on overall reimbursement rates per trip. Attendant fares at the start of this contract will be \$1.00 or a full fare token. Monthly passes or transfer/vouchers will not be accepted for attendant fares.

Carriers may invoice the Authority for fares paid through presentation by the program participant of C.T.A. Monthly Passes and C.T.A. transfers/vouchers. Carriers must also accept C.T.A. tokens from program participants but will be reimbursed for these at .95 per fare or the face value of the token, rather than at \$1.00. If the discounted value of tokens changes, C.T.A. will adjust carrier reimbursement accordingly.

Attendants are required to pay a fare of \$1.00 or a full fare token. Carriers may keep this fare of \$1.00 and are not required to deduct it from invoices presented to the Authority. C.T.A. will not require carriers to accept the monthly pass and an acceptable fare when used by attendants and will not reimburse a carrier for its use by an attendant.

### I.7 One-Way Trip Definition.

A trip is defined as authorized travel between two points. Stopovers, route deviations and/or additional trips within 30 minutes requested by the rider shall be made at the discretion of the carrier. C.T.A. will not consider a stopover as a separate one-way trip for billing purposes. Carriers can only charge the C.T.A. for one trip, even if there are multiple trips, when the interval between the ending (drop-off) of the initial trip and the beginning (pickup) of the subsequent trip for the same rider is less than 30 minutes. Carriers must charge riders the approved fare of \$1.00 for each trip provided to a rider. Carriers are not required to provide trips for riders where the reserved/scheduled drop-off time of the original trip and reserved/scheduled pickup time of the next trip are separated by less than 30 minutes.

### I.8 Special Requests.

The C.T.A., if it elects, may institute a policy of "special" trip requests during the course of this contract. If it does so, the C.T.A. has the right to alter or discontinue this policy at any time. This policy would work as follows:

If a certified rider requests a "special" trip request for which there is no reservation, a carrier is entitled to reimbursement for such a trip if it is approved prior to the provision of the trip by the Director of Special Services or his designee, or, during non-business hours, by the C.T.A. Communication Center.

### I.9 Subscription Service.

Up to fifty percent of the total service may be reserved for subscribers, i.e. program participants who travel 3 or more days to the same destination at the same time each week.

Subscribers will only be able to switch carriers for their subscription biweekly in accordance with C.T.A. procedures. The Authority reserves the right to change its subscription procedures and policies. Riders must provide carriers 48 hours advance notice of their desire to change vendors.

### I.10 Holding Of Subscription.

Subscription Program Participants (those riders who have guaranteed reserved trips) may comprise as much as 50% of all trips. It is recognized, however, that allowance must be made for illness and other absences. Therefore, subscription status of a program participant will be held for a two-month period of absence and will be indefinitely extended only if written notice is received by the Authority every 30 days. The Authority reserves the right to change this policy.

### I.11 Identification Of Vehicles Via C.T.A. Special Service Symbol.

Vehicles used in this program are required to display a numbered, pressure-sensitive C.T.A. Special Service symbol supplied by the C.T.A. in addition to whatever numbers and symbols they may display for other services. C.T.A. may fine a carrier \$3,000 a day for every vehicle found in violation of this section and may terminate the contract if any vehicle that



the vendor uses for Special Service does not display the aforementioned C.T.A. Special Service symbol.

#### **I.12 Scheduling And Reservation Call-In Requirements.**

Carriers will be required to schedule all trips. C.T.A. will not perform any scheduling functions. Carriers must be available to accept reservations and to schedule trips between 5:00 A.M. and 9:00 P.M., Monday through Friday and 6:00 A.M. to 8:00 P.M., Saturdays, Sundays and holidays. Requests for trips must be accepted 365 days per year. (Requests may not be taken for trips which begin more than 1 day after the time of the request unless they are subscription or are a return trip which is scheduled during the 12:00 P.M. to 5:00 A.M. period of the next day.)

A daily program trip reservation limit will be imposed by the Authority. C.T.A. may impose a random selection process to determine which participants will be denied service on a given day. This and inadequate capacity on the part of a carrier are the only reasons service may be denied. If over a two month period a carrier has insufficient capacity to handle all requests, the carrier must expand its fleet or the contract can be terminated.

Carriers are required to record actual and scheduled pickup times and actual and requested drop-off times on the trip ticket. Carriers are also required to post rider no shows, cancellations and surcharges collected on the C.T.A. computer system. Carriers must also record the number of requests denied [see Section II.1 (e)]. In addition, any other information supplied by drivers on trip tickets will be posted in the computer system by the carrier. All information must be posted in accordance with the schedule found in I.16 of this document. In the event of a breakdown of computer equipment, the Authority will make every reasonable effort to correct it in a timely fashion.

Riders must be informed of their pickup time not less than four hours in advance of that pickup time; Carriers will not call riders before 8:00 A.M. nor after 9:00 P.M. for this purpose.

#### **I.13 Surcharges For Late Cancellations And No Shows.**

The Authority requires the carrier to collect and post surcharges for late cancellations and no shows. Carriers must notify C.T.A. of any rider unwilling or unable to pay the required surcharge at the time of pickup for their next ride. C.T.A. will then be responsible for collecting this surcharge. The surcharge if collected by the C.T.A. will become the property of the C.T.A.. Riders will not be assessed surcharges to reschedule return trips for

medical appointments as long as the doctor or medical center's name is provided at time of rescheduling.

A late cancellation is any cancellation received by the carrier with less than 4 hours notice of the scheduled pickup. Time adjustments to the schedule to accommodate medical and social services appointments are not late cancellations. Cancellations made more than 4 hours in advance will not count against the rider nor make the rider eligible for a surcharge.

A rider is considered a no show if the rider fails to respond for a pickup within 5 minutes of the scheduled pickup time.

The surcharge collection for no show and late cancellations is as follows:

Any no show within the past 30 days	-- \$1.00 each
1st cancellation within the past 30 days	-- No charge
2nd cancellation within the past 30 days	-- No charge
3rd or subsequent cancellation	-- \$1.00 each

The Authority retains the right to alter this policy.

Carriers can collect surcharges posted by other carriers. Surcharges collected become the property of the collecting carrier and are not deducted from the bill each carrier will submit to the Authority.

The Authority will not reimburse the contractor in any way for no shows and cancellations.

#### I.14 Trip Tickets.

Each trip will require the signature on the trip ticket of both the rider and the driver.

The times to be recorded by the driver for each trip are: (1) time of arrival at pickup and (2) time of arrival at destination.

Trip tickets are to be signed by the rider only upon reaching the destination of the rider. C.T.A. may if it so chooses exclude any driver from this program if that driver is found to be requesting a rider's signature prior to the completion of the trip.

For riders who cannot sign a trip ticket, the driver shall note in the space for the rider's signature that the rider is unable to sign.

For riders who refuse to sign their trip ticket, the driver shall note in the space for the rider's signature that the rider refused to sign.

Carriers are required to provide a medical facility name and/or doctor's name in accordance with C.T.A. procedures on each and every will call (open return on a medical visit).

No one but the rider may sign his/her name on the trip ticket. Neither driver nor any other rider may sign for a rider who is unable to sign or refuses to sign a trip ticket.

C.T.A. will withhold full payment for any trip ticket not properly signed as per the aforementioned procedures.

#### I.15 Trip Ticket Mileage.

Periodically, the mileage of each trip must also be recorded on the drivers trip ticket. Mileage must be recorded on three weekdays and one Saturday and Sunday/Holiday per month. The days will be selected by C.T.A.. C.T.A. reserves the right to increase or decrease the number of days on which mileage must be recorded.

Carriers will be charged \$2.00 per ticket for each ticket returned to C.T.A. for payment without the mileage recorded and posted as required.

#### I.16 Trip Ticket Posting And Delivery to C.T.A..

Posting is the procedure where the information supplied by the driver from the driver trip ticket is matched to the scheduled reservation information supplied from the trip authorization ticket. Each reservation is given a unique serial number. Carriers are required to staple the drivers trip ticket to the trip authorization ticket and deliver these to C.T.A. in serial sequence. Proper and timely posting is necessary to ensure that C.T.A. can prepare and process invoices in a timely fashion.

The schedule for posting and delivery of trip tickets is as follows (after hour deliveries may be made to security guard at 1200 West Washington Boulevard):

<b>Trips Performed</b>	<b>Posted By:</b>	<b>Delivered</b>
Sunday	Tuesday	Wednesday
Monday	Wednesday	Thursday
Tuesday	Thursday	Friday
Wednesday	Friday	Monday
Thursday	Saturday	Monday
Friday	Monday	Tuesday
Saturday	Tuesday	Wednesday

Failure to post trip tickets in accordance with the above schedule will result in \$1.00 per ticket penalty.

Note: All trips must be posted no later than Thursday night for trips served the prior Sunday through Saturday Week. See below:

Week 1 <Sun. Mon. Tue. Wed. Thu. Fri. Sat.>

Week 2 Sun. Mon. Tue. Wed. Thu. Fri. Sat.

All tickets for trips performed during week 1 must be posted by Thursday night in week 2. Likewise, those trips performed during week 2 must be posted by Thursday night in week 3, etc.. Trips not posted by the appropriate Thursday night will be purged from the computer on Friday morning and cannot be posted afterward. C.T.A. will not pay for any trips which are lost in purging due to lack of adherence to the schedule above. The \$1.00 late posting penalty will not be charged for trips lost due to purging.

Carriers must return trip tickets to the Authority in accordance with the trip ticket posting and delivery schedule. The computer generated reservation tickets must be stapled to the drivers ticket when returned. All void, cancelled and no show computer generated tickets must also be returned.

### I.17 Trip Trading.

Carriers will be able to trade trips with each other but only with permission of the rider and in accordance with C.T.A. procedures re: payment processing.

### I.18 Attendants.

Each program participant will be allowed one attendant. The carrier shall collect \$1.00 cash, or current C.T.A. fare, or a full adult token, from each attendant and keeps no more than \$1.00 of this fare. The Authority will not reimburse the carrier for any other expenses related to transportation of an attendant and may alter the fare policy as stated in Section I.6. Fares. Each carrier can, at its discretion, elect to carry more than one attendant, friends and/or family of the rider at a charge of \$1.00 or current C.T.A. fare per ride. Attendants must be dropped off at the location where the rider is dropped off.

Carriers are not required to provide an attendant for program participants.

### I.19 Passenger Assistance.

Carriers are required to use the highest degree of care in the operation of equipment and assistance of riders. The carrier is not required to provide an attendant. Each of the carrier's drivers must assist passengers up or down at least one step of any dwelling or building, to/from the vehicle and boarding and alighting from the vehicle. In addition, the carrier's drivers are required to assist passengers by carrying up to two bags of groceries/parcels between the vehicle and the entranceway of the place of origin or destination. If these parcels exceed 50 pounds total weight, the contractor's operator can refuse assistance with parcels. Each of the carrier's drivers are required to have the safety belts for each passenger fastened.

Carriers must attempt to drop off all riders as close to their desired entrance as possible but must also practice good judgment, e.g. an extra 10 minutes ride to get close to the front door of a building is unnecessary if the rider could be dropped off on the opposite side of the street.

Contractors are required to allow wheelchair passengers to ride in the front seat of sedans/taxi cabs.

### I.20 Proper Hygiene.

All operators in the program must practice good hygiene, are required to be neat, clean, and well-groomed and are responsible for the proper care and cleaning of the garments they wear while on duty.

### I.21 Clean Equipment.

All equipment used in the program must be kept clean and cleaned regularly. If C.T.A. identifies a vehicle used in service that is not clean, the contractor shall immediately remove the vehicle from service if requested orally or in writing by C.T.A..

### I.22 Spare Ratio Required.

The contractor is required to have sufficient spare vehicles to adequately meet Section VI.3 Number of Vehicles, to provide for preventive and repair maintenance and to handle vehicle breakdowns. The carrier must respond within the same business day, to C.T.A. request for the number unavailable for service vis-a-vis maintenance.

### I.23 Radio Standards.

All carriers must provide two-way radio communication equipment for every vehicle to be used in provision of service for the Authority.

Vehicles must be able to send and receive radio communications in no less than 97% of the service area, no less than 97% of the time.

The carrier is required to provide C.T.A. with its radio frequency number(s) used to communicate/dispatch its Special Service vehicles.

Carrier must be able to effectively demonstrate the above capabilities, should the Authority request them to do so.

### I.24 Smoking/Drinking/Expectorating.

Expectorating, smoking, eating, and consumption of alcoholic beverages by drivers or passengers while on board any vehicle engaged in performing

service for the Authority is not permitted. Rude, offensive and abusive language or behavior is also prohibited. Driving while under the influence of drugs and/or alcohol is strictly forbidden. C.T.A. will exclude any driver from this program who is found to be driving while under the influence of drugs and/or alcohol and may, if it so chooses, exclude any driver whose personal behavior violates the smoking, drinking and expectorating provisions.

#### **I.25 Group Trips.**

Program participants who wish to travel as a group between one point of origin and one destination, returning to the point of origin may arrange such trips through and with the prior approval of the Authority. All such requests received by the Contractor must be referred to the Authority.

The Authority will periodically seek bids from those carriers participating in the program for the lowest available price for this transportation in such instances of group travel and will base its payments to carriers accordingly.

#### **I.26 Wheelchair To Seat Transfer.**

Carriers are permitted to ask wheelchairbound program participants if they wish to transfer from wheelchair to seat once aboard vehicle. This action is entirely at the discretion of the program participant and cannot be required.

#### **I.27 Trip Purpose.**

There are no trip purpose restrictions in the C.T.A. Special Service Program. Carriers must offer open return (unscheduled) trip pickups only for clients making returns from medical appointments if the client supplies the doctor's name with whom our client has an appointment or the medical facility of this appointment. This information must be listed either under the "origin" or "remarks" section of the call intake file for a carrier to be reimbursed for this "open return" trip. C.T.A. reserves the right to restrict or eliminate any client or address from this open return policy if its investigation reveals abuse of this privilege.

## II.

### *Administration.*

#### II.1 Records.

##### a. Financial And Performance Data.

All carriers are required to keep separate written financial and performance records for the C.T.A. program. Carriers will submit quarterly financial reports to the Authority using a standardized financial reporting format. This format will incorporate a chart of accounts and allowable direct and indirect costs as developed by the Authority.

Trip records must be submitted to C.T.A. on the sample days selected each year by C.T.A.. These records must contain all data necessary to meet all reporting requirements as defined by the Urban Mass Transportation Administration (U.M.T.A.) for passenger and vehicle mileage (vehicle number, time and address of pickup and drop off, complete odometer readings). Carriers must also report number of employees and vehicles used to provide service as defined by U.M.T.A..

Records must be available for inspection by C.T.A. or C.T.A. approved agent at all times upon reasonable notification by the Authority. Failure to comply will result in a \$25,000 penalty per occurrence and may also result in termination of the contract.

##### b. Financial Reporting Format.

Carriers are required to meet all Section 15 Reporting Requirements of the Urban Mass Transportation Administration. At certain levels of service, contractors must supply an independent audit of the financial and performance data reported under II.1.a Financial and Performance Data. Failure to comply will result in a \$25,000 penalty per occurrence and may also result in termination of the contract.

##### c. Advertising.

All advertising by carriers re: C.T.A.'s Special Service program must be submitted to the C.T.A. for review and written



permission to proceed must be received prior to distribution to the general public. C.T.A. may not unreasonably withhold permission to advertise.

d. **Vehicle Retirement.**

When a vehicle is sold, retired, or no longer used in the Special Service program, the C.T.A. must be notified and the identification sticker must be returned to C.T.A..

e. **Turndown And Referrals.**

Carriers are required daily to record turndowns/referrals of trip requests. This information is to be recorded on C.T.A.'s computer in accordance with C.T.A. procedures. C.T.A. may require the carrier to forward this trip turndown/denial recording on as many as five days a month. This information is being requested for planning and budgeting purposes. There is a penalty of \$100.00 per occurrence for failure to comply.

f. **Driver Registration.**

Carriers are required to present all the documentation outlined in Section III.3 Driver Training and Section II.3 Minimum Driver Standards/Drug Screen/Annual Physical Examination to C.T.A. prior to any driver being authorized and registered to carry any passengers in this program. The Authority will only reimburse a carrier for trips performed by registered drivers.

Carriers are required to inform and return the driver's I.D. card to the C.T.A. within 96 hours whenever drivers are terminated or are no longer a part of their Special Service work force.

The carrier is required to inform the C.T.A. why the driver is no longer part of its Special Service work force (e.g. worker fired for intoxication).

g. **Driver Information.**

Each contractor shall furnish annual reports from the Secretary of State on the driving record of each driver. Contractors will also be required to promptly notify the Authority in writing if a driver is cited for a moving violation or any other traffic or criminal offense.

**h. Falsification Of Records.**

There will be a \$10,000 penalty per occurrence applied for falsification of any records submitted to C.T.A. or kept by the contractor (as required by its C.T.A. contract). The C.T.A. may terminate the contract in addition to imposing the penalty.

**i. Drug Screen Required For Accident Or Impaired Condition.**

A blood and urine drug screen according to uniform standards adopted by the State Department of Public Health and by a laboratory possessing a valid permit issued by that Department for this purpose shall be given within 30 minutes to each employee involved in any accident when a C.T.A. program participant is on-board at the time of the accident or believed to be impaired by a good faith belief based upon an objectionable and reasonable basis. Results of the drug screen shall be submitted to C.T.A.. The substances being tested are those listed with Illinois Revised Statutes (1975) Ch. 56 $\frac{1}{2}$ , SS 701, et seq. known as the "Cannibis Control Act" and Ch. 56 $\frac{1}{2}$ , SS 1101, et seq. known as the "Illinois Controlled Substances Act". Any employee who fails to submit to the test or to pass the test will be excluded from this program. In the event a chemical analysis by weight of the alcoholic content of the employees blood shows the presence of alcohol, presumptions shall apply in accord with Attachment A.

**II.2 Application Solicitation.**

Carriers are not allowed to solicit or distribute applications for registration to the Special Service program. Requests for application information should be referred to C.T.A.

**II.3.1 Minimum Driver Standards/Drug Screen/Annual Physical Examination.**

Prior to acceptance of a driver for this program a current motor vehicle report (M.V.R.) from the Secretary of State must be submitted to the Authority and the following conditions must be met by each operator participating in the program, without exception:

no more than two moving violations within the last 12 months;

no more than one moving violation for each calendar year of the last five (5) years prior to application for this program;

if license has ever been suspended, applicant must have two full years following the suspension with no violations;

if license has ever been revoked, applicant must have five (5) years with no violations following the revocation;

under no condition will an applicant be accepted as a driver for this program if he/she (1) has been convicted of a felony, and/or (2) has any record of drug or alcohol offense (e.g. driving while under the influence) even if evidence of rehabilitation is presented.

Additionally, a contractor is required to certify, each driver has undergone a thorough physical examination and has tested negative in a blood and urine drug screen test performed by an independent testing firm as specified under Section II.1.i. Drug Screen Required For Accident Or Impaired Condition. Each driver must undergo and pass annually a thorough physical examination including a blood and urine drug screen test as specified under Section II.1.i. Drug Screen Required For Accident Or Impaired Condition. The contractor must notify the Authority if any driver is deemed unfit to continue driving and why the driver is unfit. It is the responsibility of the contractor to submit to C.T.A. a current M.V.R. from the Secretary of State every 12 months (from the date the driver is originally approved by C.T.A.). Failure to submit the report (M.V.R.) for each driver will result in at least a temporary suspension from the program, and may result in contract termination.

### II.3.2 Photo Identification Cards For Riders.

Drivers are required to inspect the photo identification Special Service eligibility cards of all riders on each trip. Driver's are required to report each and every incident to the Chicago Transit Authority where there is a discrepancy between the identity of the rider and the photo identification, or any mutilation or alteration of a photo identification card.

### II.3.3 Ineligible Clients.

If a driver observes or suspects that a client does not meet C.T.A.'s eligibility criteria, the carrier must report this to C.T.A.

### II.3.4 Display Of Driver I.D.

Each approved driver will be issued a numbered photo identification card by the C.T.A. Drivers are required to prominently display their photo identification card, in clear view, on board the vehicle they are driving at all times.

Contractors are required to submit to C.T.A. a passport type photo of each driver for the identification card. C.T.A. may, if it so chooses exclude any driver from this program upon any instance of that driver failing to display the driver's identification card as required.

### II.4 Complaints.

Carriers are required to respond orally or in writing to all rider complaints received from C.T.A. or Special Service participants. Carriers are required to notify C.T.A. of the corrective action that was taken to insure that this complaint will not reoccur. All written responses must be signed or co-signed by the person a complaint is against. If C.T.A. requests a written response to a complaint the carrier must respond in writing within 7 calendar days. Failure to respond will result in a \$50.00 penalty per violation/occurrence.

C.T.A. will not ask carriers to investigate complaints by the rider about on-time performance when the actual pickup and/or dropoff time for demand/response trips is reported to be 45 or less minutes from the scheduled time. C.T.A. will not ask carriers to investigate complaints by riders about on-time performance for subscription trips when the actual pickup and/or dropoff time is reported to be 10 or less minutes from the scheduled time.

## III.

### *Personnel.*

#### III.1 Key Employee.

Each carrier must employ an individual whose primary management function is the direction of services performed for the Authority. This key employee will be required to successfully complete all sensitivity training for both drivers and office personnel and all Special Service Program office

and automation training. The C.T.A. holds monthly meetings with its Advisory Committee on Services for the Disabled. The key employee will be required to attend each of these meetings. The C.T.A. may request the key employee or any other employee to attend C.T.A. meetings at which the Authority requests attendance, provided 24-hour notice is given. These individuals must attend these additional meetings if requested by C.T.A.. If the key employee is unable to attend a given meeting, a person vested with decision-making powers must attend.

### III.2 Office Personnel And Procedures.

Each of the carrier's non-driving employees who has direct day-to-day interaction with the public will be required to attend a half-day sensitivity training program approved by the Authority within three months of the start of their employment in that capacity.

### III.3 Driver Training.

The driver training program will consist of the following and is the financial responsibility of each contractor.

1. Instructor Training for the Training of Drivers Required for Transport of the Disabled -- 5 days duration.

C.T.A. will provide a 5-day comprehensive instructor training course for up to 3 instructors per carrier conducted at C.T.A.'s expense at the start of this contract and every year thereafter. Contractors are required to pay their trainees' salaries. Satisfactory completion of this training program will allow this person to be certified by C.T.A. to perform all specified training for the carrier.

2. Sensitivity Training for Transport of the Disabled -- 2 days duration paid for by the carrier. Any driving employee who has already attended a C.T.A. approved sensitivity training program in the last 3 years must only attend a 4-hour refresher course, each year. The first refresher course for existing employees must be completed not later than January 1, 1989.

Prior to conducting any sensitivity training, the carrier must present to C.T.A. the curriculum they will use in their sensitivity training course for C.T.A.'s approval. This training will be conducted by each carrier's C.T.A. certified instructor.

3. **Defensive Driver Training -- 3 days duration -- paid for by Contractor. Any employee who has already participated in a C.T.A. defensive driving training program is exempted from this requirement.**

All drivers must successfully complete a defensive driver training program conducted by a C.T.A. approved independent agent. If a contractor has in his/her employ a training instructor certified by C.T.A., that contractor will not be required to send operators to a C.T.A. approved program of an independent agency provided the program is ongoing and meets with the approval of Chicago Transit Authority.

The carriers must present to C.T.A. their curriculum for its approval prior to any training. This training will be conducted by each carrier's C.T.A. certified instructor.

4. **Upon successful completion of an authorized training program conducted by a certified C.T.A. instructor or presentation of certification of acceptable training by an independent agency, each driver will receive an identification card with the name and C.T.A. certification number on it and become registered to provide service under this program. The I.D. must be displayed in plain view to riders at all times when the driver is carrying Special Services riders. Identification cards are to be returned to C.T.A. when a driver leaves the employ of the carrier or is terminated from the Special Service program.**
5. **Carriers must include disabled riders in the discussion/demonstration portion of the Sensitivity Training for Transport of the Disabled and must provide C.T.A. with the names of the riders they use. C.T.A. is available to assist the carriers in identifying disabled riders to include in this discussion.**
6. **All carriers must notify C.T.A. 48 hours in advance of the commencing of any training program. C.T.A. has the right to monitor any of these programs and to require a change in curriculum it deems necessary.**

#### IV.

##### *Computer Equipment.*

###### IV.1 Computer Equipment.

The Authority agrees to furnish carriers, at C.T.A.'s expense, all computer-related equipment necessary to perform the functions required by the Authority to perform the service. C.T.A. will provide each contractor with a minimum of two terminals and two printers. C.T.A. will provide carriers with an additional terminal for each additional 7,000 trips performed monthly above 20,000 trips a month.

The Authority will lease data transmission "lines" for such purposes, at C.T.A.'s expense, and to provide training for a reasonable number of the carriers employees, on how to use such equipment. Also see Section 26 of master agreement.

All computer equipment is to be operated in accordance with manufacturers recommendations/specifications and C.T.A. instructions.

###### IV.2 Trips Tickets.

Trip tickets and trip reservation forms will be supplied to contractors by the Authority.

#### V.

##### *Performance Criteria.*

###### V.1 On-Time Performance.

On-time performance is the measure of the individual carrier's ability to arrive at a reservation pickup location as scheduled. Trips will be reimbursed based on the following Reward/Penalty System. Performance will be measured as either delinquent, satisfactory, or exemplary based on a percentage range of all scheduled rides performed during a quarter. Open returns will not be used to compute performance.

Performance Criteria	Percentage of Total Rides		
	Delinquent	Satisfactory	Exemplary
On-time (Defined as up to 10 minutes after scheduled pick-up time)	<70%	70% -- 85%	>85%
Within 30 minutes after scheduled pick-up time	<90%	90% -- 95%	>95%
Within 60 minutes after scheduled pick-up time	<98%	98% -- 100%	--

Each carrier will be reimbursed on a quarterly basis according to the above performance criteria. These quarterly reviews will be for a 3-month performance period and will be completed by the end of the month following the quarter, as shown below:

Quarterly Period:	Review Completed By:
January, February, March	April 30th
April, May, June	July 31st
July, August, September	October 31st
October, November, December	January 31st

Carriers are reimbursed for all work performed in accordance with procedures and therefore the Penalty System is designed to motivate the carriers to improve performance.

The on-time performance system will penalize a carrier whenever its monthly on-time performance percentage is in the "delinquent" range (see above) and reward the carrier when its performance is in the "exemplary" range.

The penalty or reward will be limited to 15% of the reimbursable trip cost for every trip outside the satisfactory trip performance range.

Whenever C.T.A. sets vehicle requirements, this time frame will be exempt from the on-time performance criteria.



Several factors affect performance over which carriers have no control and therefore will be excluded when compiling quarterly performance criteria. These are:

**Weather** -- Whenever the temperature drops below 0 degrees Fahrenheit or exceeds 90 degrees Fahrenheit for a minimum of 4 hours in a calendar day, or whenever snowfall exceeds 3 inches within a 24-hour period or when rain exceeds 1 inch in a 4-hour period, as measured at the official weather station at O'Hare Airport, the C.T.A. will exclude this day when computing on-time performance; and

**Special Event** -- Whenever a major special event is held which significantly alters traffic patterns within the Loop or there is a natural catastrophe, the C.T.A. will exclude this day when computing performance. For example, such events include the Puerto Rican and St. Patrick's Day parades.

## V.2 No Shows.

If a carrier misses a pickup or return trip through no fault of the rider, a penalty of \$75.00 per occurrence shall be assessed. C.T.A. is required to make a reasonable effort to ascertain all the facts in such a circumstance and can only assess a no show fine when the carrier sends no vehicle to pickup the passenger within one hour of the requested pickup time or within two hours of the requested drop off time for the trip preceding an open return.

This penalty will be waived if the operator makes a pickup on days where weather or special events pose a problem (see V.1).

## VI.

### *Vehicle Standards.*

#### VI.1 Scope.

It is the intent of these requirements that the carriers obtain and operate vehicles which will provide safe, dependable, and comfortable transportation for the passenger. Therefore, these requirements outline minimum vehicle requirements for vehicles used by the Contractor in the provision of Special Service transportation.

## VI.2 Requirements.

### Head Room.

Ample head room is to be provided to accommodate tall (6 feet 6 inches) wheelchair passengers during entry and transport.

### Tie Downs.

Wheelchair tie down systems are subject to the inspection and approval of C.T.A.. No chains, blocks, wheel wells, or eye hooks should be used in the tie down system.

### Lifts.

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design similar to the Collins or Braun. All current safety features are to be incorporated: stop gate sensitive edge, manual control, handrail, interlocks to prevent movement and be operable only in neutral. The lift used must have been tested and be capable of safely lifting up to 1,000 pounds. If electronic lifts are utilized, they must also be capable of manual lowering and raising. If lifts are mounted for entry through the rear door of a vehicle, the vehicle must have flashing light signaling capability, mounted near the roof line, to be used during loading and unloading.

### Age.

No vehicle can be more than four (4) model years old.

### Loading.

Rear loading will be acceptable for Gurney service only.

### Warning Lights.

An audible alarm and external flashing light (hazard warning) shall be incorporated to alert passengers of lift operation. The audible alarm is to sound only during lift motion. The hazard warning lights are to be illuminated whenever power to the lift is turned on.

### Wheelchair Accommodations.

Vehicles intended for servicing wheelchair users must be able to accommodate standard, electric, three-wheelers (amigos), and recent model light alloy wheelchairs. The wheelchair capacity of any given vehicle is left to the discretion of the Contractor so long as sufficient vehicles are available to service the trip demands of wheelchair users who can and cannot transfer out of the wheelchair during the trip.

### Wheelchair Tie Down And Safety Belt Requirement.

A wheelchair tie down system must be in place in all vehicles used for wheelchair users who do not transfer out of the wheelchair during the trip. The tie down system must (i) enable the chair and the occupant to be secured independently of each other; (ii) not have metal to metal contact of the tie down mechanism and the chair; and (iii) secure the chair at the strongest points of the chair frame, and not at the wheels.

Wheelchair tie down systems are subject to the inspection and approval of C.T.A.. No chairs, blocks, or eye hooks should be used in the tie down systems.

A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie down system and must be designed for release by an occupant who is capable of releasing a standard clasp belt buckle.

Except for 3-wheelers (e.g. amigos) and electric wheelchairs, the wheelchair tie down system must provide for passenger release capability upon the user's request.

Have safety seat belts provided for all seats.

### Seats.

At least one attendant seat must be provided in each vehicle. Bench seats utilized by passengers must be equipped with a strap or a pull for balance.

### Dome Lights.

Interior dome lights are required for all vehicles.

**Maneuverability.**

Each vehicle must be able to maneuver in narrow one-way streets.

**Spare Tire.**

Each vehicle must carry a spare tire, in good condition, and the necessary equipment for removing and mounting a tire.

**Radio Requirement.**

Each vehicle must have a working two-way radio with 25 watt power output and 30 mile range.

**Inspections Requirement/State Of Illinois.**

Each vehicle must pass the semiannual State of Illinois Department of Transportation inspection required for non-emergency Medical Transportation livery permits. Current inspection stickers must be displayed by all vehicles.

**Fire Extinguisher.**

Each vehicle must carry a full portable fire extinguisher.

**Color Scheme.**

Each vehicle purchased by a contractor after award of this contract must conform to the color scheme used by the Authority on its bus system. The current color scheme used at the award of contract is a white body with red and blue highlighting.

**Transmission Requirements.**

All vehicles shall be equipped with a heavy-duty automatic or manual transmission. The transmission shall be properly mated with the engine furnished. Controls and internal parts shall be adequately designed and adjusted to provide smooth power shift accelerations without damage, and to prevent output torque when the selector lever is in neutral position.

### Air Conditioning.

The vehicle heating and air conditioning systems shall be designed to provide passenger comfort within the vehicle. Both heated and air conditioned air shall be evenly distributed in the vehicle interior. Blowers shall be of sufficient size to evenly distribute air without creating drafts or blowing excessively on the passengers. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate. The air conditioning must be in operable condition from May 1 to October 1 every year.

### Mirrors.

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

### Roof Strength.

The vehicle roof strength must be such that the likelihood of roof collapse in a rollover accident is minimized.

### VI.3 Number Of Vehicles.

Each contractor must have available for daily service in the C.T.A. program, a minimum of 15 vehicles not later than November 15, 1988, or its contract will be terminated.

### VI.4 Removal Of Vehicles.

C.T.A. can order either verbally or in writing the immediate removal from service any vehicle that C.T.A. believes does not meet the C.T.A. vehicle specifications, is unsafe, or not in compliance with any federal, state or local laws, inspections or regulations.

### VI.5 Laws, Ordinances And Regulations.

It shall be the responsibility of the Contractor to assure that all federal, state and local laws, regulations, ordinances or inspections governing vehicles in this service are in compliance before service is begun.

### VI.6 Approval By C.T.A. Engineer/Exceptions.

Exceptions to any of these Requirements shall require prior approval of the C.T.A. Engineer. Use of any vehicle in the program also requires prior approval of the C.T.A. Engineer or his designee. No exceptions that adversely affect safety will be made. C.T.A. will inspect any vehicle for program use approval within 5 working days of a contractors request.

Detail specifications of the vehicles to be operated are to be submitted a minimum of one month before contract start date as well as proof through certification that all vehicles meet all federal, state, local and C.T.A. regulations.

## VII.

### *Revisions.*

#### VII.1 Revisions.

Certain revisions (e.g. computer technology, trip ticket procedures, rider I.D., driver/vehicle I.D., etc.) relative to the procedures and processes, may be reviewed, revised, and implemented in the interest of improved efficiency, security and practicality, following 30 days written notice to each carrier and program participant, if appropriate.

Attachment "A" to this Master Agreement reads as follows:

*Attachment "A".*

Elapsed Time Since Employee Has Begun His Workday To Time The Employee Gives The Blood And/Or Urine Sample	Considered Unimpaired	No Presumption	Presumed Have Been Impaired
From 0 hrs. to 1 hr.	0.05 or less	More than 0.05 but less than .10	.10 or more
From 1 hr. to 2 hrs.	0.04 or less	More than 0.04 but less than .09	.09 or more
From 2 hrs. to 3 hrs.	0.03 or less	More than 0.03 but less than .08	.08 or more
From 3 hrs. to 4 hrs.	0.02 or less	More than 0.02 but less than .07	.07 or more
From 4 hrs. to 5 hrs.	0.01 or less	More than 0.01 but less than .06	.06 or more
From 5 hrs. to 6 hrs.	0.00 or less	More than 0.00 but less than .05	.05 or more
From 6 hrs. to 7 hrs.	0.00 or less	More than 0.00 but less than .04	.04 or more
From 7 hrs. to 8 hrs.	0.00 or less	More than 0.00 but less than .03	.03 or more
From 8 hrs. to 9 hrs.	0.00 or less	More than 0.00 but less than .02	.02 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

*Reimbursement Agreement*

*By And Between*

*The Chicago Transit Authority*

*And*

---

*For The*

*Chicago Transit Authority Taxi Access Program.*

Reimbursement Agreement (the "Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 1991, by and between the Chicago Transit Authority, an Illinois municipal corporation (the "Authority"), and \_\_\_\_\_ ("Contractor"), an Illinois corporation.

*Witnesseth:*

Whereas, Federal laws and regulations require that mass transit operators receiving Urban Mass Transportation Administration (U.M.T.A.) funds make satisfactory arrangements to meet the transportation needs of people with disabilities; and

Whereas, The Authority, as a mass transit operator, is required to offer paratransit services to persons who, because of a disability, are physically unable to use the Authority's bus and rail service for the general public; and

Whereas, The capacity of the Authority's paratransit service is not sufficient to meet the demand of all persons eligible for such service; and

Whereas, The Authority has received a grant from the Regional Transportation Authority (R.T.A.) for the purpose of funding a pilot program to determine the feasibility of the Authority's complying with federal mass transit requirements for the disabled by allowing eligible C.T.A. passengers to meet their mass transit needs by using vehicles licensed by the City of Chicago for public use; and

Whereas, The Department of Consumer Services (the Department) of the City of Chicago (the City) regulates the taxi industry within the City; and

Whereas, Contractor either is a Public Vehicle License Holder engaged in the business of operating a fleet of taxicabs for public use or an association of



public passenger vehicle license holders registered with the Department;  
and

Whereas, Contractor either currently enters into arrangements whereby eligible passengers pay for their rides by means of a voucher of some other form of payment others than cash and for which Contractor is subsequently reimbursed or desires to enter into such an arrangement;

Now, Therefore, In consideration of the terms, conditions and covenants of performance contained or incorporated herein, the parties hereto, intending to be legally bound, agree and covenant as follows:

I.

*Purpose Of Agreement.*

The purpose of this Agreement is to establish the responsibilities of Contractor and the Authority related to the use of Contractor taxicabs by persons eligible to participate in the Authority's Taxi Access Program (T.A.P.), the use of T.A.P. vouchers by said eligible persons in lieu of cash payment, and the reimbursement of Contractor by the Authority for such vouchers.

II.

*Eligibility.*

Eligibility for participation in the Authority's Chicago Taxi Access Program is limited to persons with disabilities who (i) are properly certified and enrolled in the Authority's Special Services Program and (ii) are able to enter and exit from the Contractor's vehicles without the physical assistance of the driver (such persons shall hereinafter be referred to as "T.A.P. passengers").

III.

*Drivers And Equipment.*

1. Contractor agrees that only persons licensed by the City as a public chauffeur who are lessees of Contractor, or independent operators who own

their vehicles and who are members of an affiliation, as defined by § 9-112-010 of the City Municipal Code, shall participate in the T.A.P., provided said drivers have successfully passed the T.A.P. training program and have been certified by the Department.

2. The vehicles used in the T.A.P. shall be provided at no cost to the Authority. All vehicles, which must be equipped with functioning meters, shall be in good working condition and meet any and all applicable Illinois and City vehicle safety standards for taxicabs. Vehicles used in the T.A.P. may be equipped, but are not required to be equipped, with radios. Contractor shall not at any time during the term of this Agreement limit the number of vehicles it makes available for the T.A.P. on the basis of whether a vehicle is or is not radio equipped. All vehicles used in the T.A.P. shall be in clean, safe and efficient operating condition. T.A.P. vehicles shall be maintained, at a minimum, according to the manufacturer's specifications for routine and preventive maintenance. The responsibility for the upkeep of all vehicles used in the T.A.P., including fuel, routine and preventive maintenance, repair and insurance shall be at Contractor's sole cost and expense, except, however, where Contractor and a driver certified to participate in the T.A.P. have entered into a written agreement whereby the responsibility for the operation of a vehicle, including but not limited to fuel, routine and preventive maintenance, repair, insurance and the like are the driver's responsibility and not Contractor's, the cost and expense of the upkeep of said vehicles shall be as provided by any such written agreement.

3. All vehicles used in the T.A.P. shall be required to display pressure-sensitive decals which shall be supplied at no cost to Contractor by the Authority. T.A.P. vehicle decals must be placed on both the right and left front passenger windows whenever the vehicle is operating under the T.A.P.. T.A.P. decals must be removed from any vehicle that is being operated by a driver who has not been certified by the Department to participate in the T.A.P.. T.A.P. decals may be used only in taxicabs driven by taxicab chauffeurs licensed by the Department and who have successfully completed the Department's training program.

4. The Authority shall within thirty days of the effective date of the Agreement provide Contractor with a list of all persons who have successfully completed the Department's training program. Every sixty (60) days throughout the time the Agreement is in effect Contractor shall provide the Authority and the Department with an updated list of each person currently driving for Contractor which contains the date the person was certified by the Department.

5. Contractor represents that all drivers providing services under this Agreement shall be fully licensed in the State of Illinois and authorized in conformity with all applicable state and local licensing requirements and all governmental statutes, ordinances, and other provisions relating to the provision of licensed taxicab services within the State of Illinois and the City.

6. No driver shall be permitted to participate in the T.A.P. who, in the Authority's sole judgment, is not performing in an acceptable manner in accordance with the terms of this Agreement and/or any applicable state or Federal regulations and, if requested to be removed, said driver shall not perform any of the services required by this Agreement unless specifically approved in writing in advance by the Authority. In addition, no driver shall be deemed eligible to participate in the T.A.P. during such time an otherwise eligible driver has a Citizen Complaint pending with the Department or whose license has been suspended or revoked.

7. Contractor agrees that it will perform all the services required under this Agreement using only licensed drivers from the list specified in subsection 4 hereof.

#### IV.

##### *T.A.P. Eligibility And Voucher Distribution.*

The Authority shall be responsible for determining the eligibility of people with disabilities for the T.A.P. and for informing such persons of the T.A.P.'s requirements and the information T.A.P. passengers must provide to T.A.P. driver's each time they use Authority vouchers to pay in full or in part for Contractor's transportation services. The Authority shall be responsible for the preparation, distribution and sale of Authority vouchers and all costs associated therewith. The Authority shall be responsible for promoting and advertising the T.A.P. and will name Contractor as a participant in the T.A.P.. Contractor may, at its sole cost and expense, promote and advertise its eligibility to provide T.A.P. services, provided, however, the Authority has reviewed and approved Contractor's promotion and advertising materials prior to the use of same by Contractor.

#### V.

##### *Provision Of Services*

The Authority will provide all T.A.P. passengers with the names and telephone numbers of all companies participating in the T.A.P.. T.A.P. passengers shall call the company of their choice for immediate service. T.A.P. passengers may also hail any taxicab bearing a T.A.P. identification pressure-sensitive decal.

## VI.

*Use And Collection Of Vouchers.*

Authority voucher shall be used and collected by Contractor as follows:

A. Upon entering a taxicab displaying the symbol approved for use in the T.A.P., the T.A.P. passenger shall inform the T.A.P. driver that he/she shall be using a voucher issued by the Authority for the trip and show the driver his/her Special Services identification card. At the end of the trip, the T.A.P. driver shall enter the date the trip is taken, the chauffeur's identification number, the vehicle number, pick up location, start mileage, the drop off location, end mileage and meter rate for the trip. After completing the voucher, the T.A.P. driver shall present it to the T.A.P. passenger. The T.A.P. passenger shall then sign the completed voucher and return the voucher to the T.A.P. driver, who shall keep the original, driver and company copies, and give the rider copy to the T.A.P. passenger. If a T.A.P. passenger's disability prevents him/her from signing the voucher, the T.A.P. driver shall ask that person for his/her Special Services identification number and write that number on the voucher prior to giving the TAP passenger his/her carbonless copy of the voucher. The T.A.P. driver shall also attach a receipt for the trip to the original copy of the voucher, which is the portion of the voucher that Contractor shall submit to the Authority for reimbursement. Every receipt must include the pick up and drop off location and the meter fare. The Authority Shall Not Reimburse Any T.A.P. Voucher That Does Not Have A Valid Receipt Attached To It.

B. T.A.P. drivers shall accept Authority vouchers for full or partial payment of the current meter rate fare specified by the Department, up to a maximum of \$10.00, from persons presenting a valid Special Service identification card. If the meter fare exceeds \$10.00. then the T.A.P. passenger shall pay the difference in cash, along with cash fares for any additional riders older than 12 years and younger than 65 years (currently \$0.50 per passenger).

C. T.A.P. drivers shall not accept Authority vouchers for payment of a tip or any other service which is not included as part of the meter rate fare. It is agreed by Contractor that any amount displayed on the meter for additional passenger shall not be considered part of the meter rate fare.

D. The current meter rate fare shall be consistent with any applicable local agency regulations or authorizations and with the published rates of Contractor.

E. Authority vouchers shall only be used for payment on trips whose origin and destination are within the boundaries of the City of Chicago.

F. T.A.P. drivers shall only accept one (1) Authority voucher per trip regardless of the meter fare or any additional riders.

## VII.

### *Voucher Reimbursement.*

1. Authority vouchers shall be reimbursed by the Authority as follows:

A. Drivers who provide services to T.A.P. passengers pursuant to this Agreement shall turn in their vouchers to Contractor at the end of each lease period. Upon presentation of the voucher(s) to Contractor, Contractor shall immediately pay such driver the total amount of the voucher(s). Contractor may submit its vouchers directly to the Authority no more than once per day during C.T.A.'s regular business hours (Monday -- Friday, 8:00 A.M. to 4:30 P.M.). Vouchers delivered directly to the Authority shall be delivered to: Manager, Elderly and Disabled Operational Services, 4545 West Cermak Road, Chicago, Illinois 60623. Contractor may also mail its vouchers to the Authority to the following address:

Chicago Transit Authority  
Director, Special Services  
P.O. Box 3555  
Chicago, Illinois 60654

For each submission of vouchers received by the Authority from Contractor, the Authority shall provide Contractor with a receipt for the number of vouchers submitted by Contractor (Voucher Receipt).

B. For each nonexpired voucher Contractor submits to the Authority, the Authority shall reimburse Contractor the face value of said voucher, provided that all of the information required to be obtained by a T.A.P. driver has been obtained. Reimbursement shall not be made on any voucher that is incomplete, expired on the date used or otherwise ineligible for reimbursement. Voucher reimbursements shall be forwarded by regular mail to Contractor within thirty (30) days of the Voucher Receipt date.

C. Contractor shall also receive Two Dollars (\$2.00) for every voucher that is eligible for reimbursement, which shall be divided equally between Contractor and the T.A.P. driver who operated the cab for the trip covered by the voucher. Contractor shall promptly provide T.A.P. drivers with their portion of said reimbursement. The Authority shall have no obligation to pay said Two Dollars (\$2.00) for any voucher that is incomplete, expired when used or otherwise ineligible for reimbursement.

D. Contractor must submit vouchers to the Authority for reimbursement no later than thirty (30) calendar days after the trip is provided. The Authority shall not provide reimbursement for any voucher received more than thirty (30) calendar days after the end of the month for which service was provided.

Any dispute(s) between Contractor and the Authority regarding reimbursement shall be subject to the dispute resolution procedures detailed in Article XXVIII of this Agreement.

E. In addition, the Authority shall not accept vouchers for reimbursement under the following conditions:

1. If the voucher is signed by any passenger other than the one to whom it was issued; or
2. If the voucher has been altered in any way to include fraudulent information.

## VIII.

### *Driver Training.*

Successful completion of the following driver training program is mandatory for any driver who wishes to participate in the T.A.P.: a driver training program directed by the Department which includes the following three (3) parts: (1) Service Orientation, (2) Sensitivity and Awareness, and (3) T.A.P. Orientation.

**IX.***Use Of Other Contractors.*

The Authority reserves the right during the term of this Agreement to enter into agreements for the use and reimbursement of T.A.P. vouchers with any taxicab company or taxicab affiliation or independent taxicab operator in the City of Chicago, provided said company, association or independent operator is duly licensed by the Department and any other applicable governmental entities.

**X.***Term.*

This Agreement shall be effective for twelve months from the date first mentioned above.

**XI.***Independent Contractor.*

Contractor in performing the services required by this Agreement shall be deemed for all purposes to be an independent contractor and, as such, retains full control over the manner and means by which Contractor shall make available its public licensed vehicles to provide the services to T.A.P. passengers required by this Agreement. Contractor shall be solely responsible for all matters relating to drivers who use Contractor taxicabs to provide transportation services to T.A.P. passengers including, if applicable or required, compliance with social security, payroll tax withholdings and unemployment compensation. Contractor understands and expressly agrees that the Authority's sole interest in this contractual relationship is with the final result; to wit, the use of Contractor's taxicabs by eligible Authority customers whose disability prevents them from using the Authority's regular public bus and rail services.

## XII.

### *Complaints.*

1. Complaints from T.A.P. passengers that pertain to service may be directed to the Department, the Authority or Contractor. For any complaint made directly to Contractor, Contractor shall within one week of receipt of the complaint respond to the T.A.P. passenger, resolving the complaint. Any T.A.P. passenger not satisfied with Contractor's resolution of a complaint may request that his/her complaint be reviewed by the Department or the Authority.

Any T.A.P. driver who is the subject of an adverse determination by the City Mayor's License Commission shall not be eligible to participate in the T.A.P..

## XIII.

### *Rules And Regulations.*

Contractor agrees to comply fully with the provisions of the City's Rules and Regulations for Public Chauffeurs and Rules and Regulations for Public Passenger Vehicle License Holders issued by the Department, as presently written or as subsequently amended, which rules and regulations are hereby incorporated by reference and made a part hereof. Contractor agrees to perform the services hereunder in accordance with and subject to the Rules and Regulations and any revisions thereof. Contractor further agrees to comply fully with the provisions of any rules, requirements or guidelines developed by the Department that pertain to the T.A.P. as presently written or as subsequently amended.

## XIV.

### *Indemnity.*

Contractor shall indemnify, keep, defend and save harmless the Authority, its agents, officials and employees from any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses of any kind which in anywise arise out of the operation of any taxicab while operating in the T.A.P. pursuant to this Agreement, without



regard to whether or not it shall be alleged or determined that the act was caused by the acts or omissions, negligence, or intentionally tortious conduct of Contractor or its officials, employees, agents or lessee drivers, or of Contractor's subcontractors or Contractor's subcontractors employees, if any. Contractor agrees that it, at its own expense shall appear, defend and provide attorneys and all costs and other expenses arising from or incurred in connection with its obligation under this Article XIV; and, if any judgment shall be rendered against the Authority, in any such action, Contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Authority as herein provided. In the event of any conflict between the provisions of any insurance policy for the Agreement and the provisions of this Article XIV, this Article XIV, Indemnity, shall govern.

The parties to this Agreement expressly agree that the preceding provisions of Article XIV shall in no way apply to any injuries, deaths, losses, damages, claims, suits or liabilities arising out of accidents or collisions occurring between taxicabs operating in the T.A.P. and other vehicles owned and operated by the Authority. As to any such occurrence, the indemnity provisions of Article XIV are null and void.

XV.

*Insurance, Claims And Accidents.*

(A) Insurance.

1. For the term of this Agreement, Contractor shall maintain the following insurance coverages in the amounts stated herein below, for each of which, with the exception of Workmen's Compensation, the Authority shall be shown as an additional party insured:

- i. Workmen's Compensation
  - Coverage A -- Statute
  - Coverage B -- \$100,000

ii. Automobile Liability

Bodily Injury Liability, Property Damage Liability --  
\$350,000.00 C.S.L.\*.

\*C.S.L. = Combined Single Limits -- The maximum recovery shall not exceed the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for Bodily Injury and for Property Damage for each motor vehicle per occurrence.

2. Contractor shall furnish the Authority Certificate(s) of Insurance prior to the commencement of services hereunder. The Certificate(s) of Insurance shall provide that in the event of cancellation or any material change in the coverage stated above, the Authority shall be notified not less than thirty (30) days prior to the effective date of any such change.

3. All insurance coverages required to be maintained or provided by Contractor shall be with companies and evidenced by policies acceptable to the Authority and all such companies shall have a rating not less than B+ Policy Holders Rating by Alfred M. Best and Company, Inc. The Authority reserves the right to inspect in person, prior to the commencement of the services, all of Contractor's insurance policies required hereunder.

4. With respect to the insurance required by Section (A)(1) (iii) of this Article XV, Contractor may opt to fulfill said obligations by means of a surety bond, provided, however, the surety bond is issued from a surety company that has a financial rating not less than B+ by Alfred M. Best and Company, Inc. and the terms of any such contract of suretyship are satisfactory to the Authority.

5. Any insurance coverage purchased by the Authority in conjunction with the T.A.P. shall be secondary to any and all coverage(s) maintained by Contractor during the term of this Agreement regardless whether Contractor's coverage(s) is (are) required by the City or the State of Illinois, or is (are) obtained solely at Contractor's discretion.

(B) Claims.

1. If, as a result of any service performed under this Agreement, a claim is made against the Authority or Contractor, Contractor must verbally notify the Authority, with a complete and accurate description of the incident, within 24 hours of receipt of the claim. Contractor shall thereafter submit written notice of any such claim to the Authority within 36 hours of furnishing verbal notification of such claim.

2. In the event a claim is reported directly to the Authority, the Authority shall notify Contractor of any such claim within 48 hours of receipt of the claim.

(C) Accidents.

All passenger and vehicle accidents involving any property damage or personal injury resulting from service provided under this Agreement must be verbally reported to the Authority within 12 hours from when Contractor has notice of the accident. Contractor shall thereafter submit a complete written report on the incident within 36 hours of its verbal notification. Accident reports must be submitted on the Authority's form for reporting accidents and/or incidents of property damage or personal injury, which the Authority shall from time to time supply to Contractor. The Authority shall notify Contractor of any accident reported directly to the Authority within 24 hours after notice of the accident.

XVI.

*Termination For Convenience Or Emergency.*

1. The Authority may terminate this Agreement, in whole or in part, without cause, at any time, by giving Contractor thirty (30) days written notice whenever the Authority determines that such termination is in the best interest of the Authority, and upon the expiration of such notice this Agreement shall terminate. Upon receipt of written notice of termination, all services and any other performance hereunder by Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Authority shall pay the agreed rate only for services delivered up to the date of termination. The Authority shall have no obligation to Contractor, of any kind, after the date of termination. Both parties to this Agreement hereby expressly waive any and all claims of damages of whatever kind or nature that in anywise occur as a result of the termination of this Agreement by the Authority pursuant to the provisions of this subsection 1 of Article XVI. Contractor shall deliver all T.A.P. records to the Authority within 24 hours of the date of termination. If Contractor has any property in its possession belonging to the Authority, Contractor will account for same, and dispose of it in the manner the Authority directs.

2. In the event the Authority determines, which determination shall not be arbitrarily capricious or unreasonable, that the continued operation of the Agreement poses a risk of injury to T.A.P. passenger(s), the Authority shall have the right to terminate this Agreement immediately.

3. Contractor may terminate this entire Agreement without cause at any time by giving the Authority thirty (30) days written notice whenever Contractor determines that such termination is in the best interest of Contractor, and upon the expiration of such notice this Agreement shall terminate. In such event, the Authority shall reimburse Contractor for vouchers used by T.A.P. passengers up to the date of termination and otherwise submitted in accordance with the requirements of Article VII. The Authority shall have no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all T.A.P. records to the Authority within 24 hours of the date of termination. If Contractor has any property in its possession belonging to the Authority, Contractor will account for same, and dispose of it in the manner the Authority directs. The parties to this Agreement hereby expressly waive any and all claims of damages of whatever kind or nature that in anywise may occur as a result of Contractor's termination of this Agreement pursuant to the provisions of this subsection 4 of Article XVI.

## XVII.

### *Termination For Cause.*

1. The Authority may, by written notice of default to Contractor, terminate the whole or part of this Agreement in the event:

- (a) Contractor fails to perform the services as specified herein, at or within the times specified herein or therein or any extensions thereof; or
- (b) Contractor fails to perform the services in the manner specified herein; or
- (c) Contractor fails to perform any other provision of this Agreement for any reason whatsoever, or fails to perform or keep any other covenant required to be performed or kept;

and Contractor does not cure such failure within a period of ten (10) working days (or such longer period of time as may be authorized by the Authority in writing) after receipt of written notice of default from the Authority specifying such failure.

2. In the event this Agreement is terminated for cause, Contractor's performance hereunder shall cease as of the date upon which the termination becomes effective, and Contractor shall submit all vouchers

then outstanding for services actually furnished to the satisfaction of the Authority for which Contractor has not been previously reimbursed. The Authority agrees to pay Contractor, in accordance herewith and as reflected on said vouchers, for services actually furnished, less payment of any compensation previously paid and less any costs or damages incurred by the Authority as a result of such default, provided, however, such costs or damages shall be limited to Five Hundred Dollars (\$500.00).

3. If, after notice of termination for default, it is determined that Contractor's failure to perform is due to causes beyond the control of Contractor, the notice of termination shall be deemed to be withdrawn, upon written notification by the Authority.

### *XVIII.*

#### *Disputes.*

1. Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not resolved by agreement of the parties hereto shall be decided by the Executive Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Commissioner and Contractor. The decision of the Executive Director shall be final and conclusive unless within (30) days from the date of receipt of such decision Contractor submits written appeal to the Chairman of the Authority.

2. The decision of the Chairman on any such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. In connection with any appeal under this section, Contractor shall submit any evidence in support thereof. Pending final resolution of a dispute hereunder, Contractor shall proceed with the performance of the Agreement in accordance with the decision of the Executive Director or, if his/her decision is appealed, the decision of the Chairman of the Chicago Transit Board.

### *XIX.*

#### *Assignability.*

1. Contractor shall not transfer, assign, sublet, mortgage, pledge or otherwise dispose of this Agreement or of any interest herein without the prior written consent of the Authority. Contractor may not subcontract any

portion of its obligation hereunder to any other firm or party unless approved in writing by the Authority.

2. The Authority may assign its rights and obligations hereunder to any successor to the rights and functions of the Authority or to any governmental agency to the extent required by law or governmental regulations or to the extent the Authority deems necessary or advisable under the circumstances.

## XX.

### *Waiver Of Terms And Conditions.*

The failure of the Authority or Contractor in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any of the rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as permanently waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in full force and effect as if no waiver had occurred.

## XXI.

### *Interpretation, Jurisdiction And Venue.*

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois. Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Illinois for adjudication of any suit, right or cause of action arising under or in connection with the Agreement.

## XXII.

### *Severability.*

If any provision of this Agreement or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**XXIII.***Revisions Of Agreement.*

The Executive Director of the Authority may, at any time, change, modify or revise any matter in this Agreement pertaining to T.A.P. eligibility and voucher distribution, provision of services, use and collection of vouchers and voucher reimbursement; provided, however, that such change, modification or revision shall not be arbitrary or capricious. If any such change causes an increase or decrease in the cost of, or the time required for performance under this Agreement, an equitable adjustment shall be made in the Agreement and the Agreement shall be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by Contractor of the notification of change; provided, however, that the Executive Director may, in his sole discretion, accept any such claim prior to final payment under this Agreement, but the determination shall not be later than 60 days after submission of any such claim. Failure to agree to any adjustment shall be a dispute concerning a question of \_\_\_\_\_ within the meaning of Section XIX, Disputes.

**XXIV.***Records And Audits.*

1. Contractor shall keep separate written records and documents during the performance of this Agreement and for three (3) years thereafter relating to the finances hereof and the performance hereunder as detailed by the Authority. These documents shall include records pertaining to wages, salaries, and other costs incurred by Contractor in providing the services required by this Agreement. Such records shall be supported by the proper written documentation. All documents pertaining to the service shall be made available to representatives of the Authority or, with Authority permission, to other governmental agencies funding the services hereunder. All documents, whenever possible, shall be kept separate and apart from all other such documents. Contractor shall keep and supply the Authority with all information required for any Authority report required by U.M.T.A. and, if required by regulation, Contractor shall submit an Urban Mass Transportation Act Section 15 report to U.M.T.A..

2. Contractor shall keep records and documents during the performance of the Contract and for three (3) years thereafter evidencing compliance with Federal Equal Employment Opportunity/Disadvantaged Business Enterprise (E.E.O./D.B.E.) requirements. All such records and documents,

or copies thereof, shall be available at reasonable times and places for inspection by the Authority and will be submitted to the Authority upon request, together with other compliance information which Authority may require.

3. Contractor shall permit the Authority, the R.T.A. or any agency authorized by the R.T.A. to perform audit(s) and inspection(s), to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents and data, with regards to the T.A.P., and to audit the books, records, and accounts of Contractor with regard to the T.A.P. Contractor agrees to promptly comply with recommendations contained in any Authority or R.T.A. audit report pertaining to the T.A.P.

## XXV.

### *General Provisions.*

#### (A) Nondiscrimination.

1. Contractor agrees that during the term of this Agreement no person shall on the grounds of race, color, creed, national origin, sex, age or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination with respect to any aspect of Contractor's obligations under this Agreement. The provisions of this section shall apply to employment and business opportunities arising from the T.A.P., which shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, return from layoff, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to conspicuously post in places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representatives of Contractor's commitments hereunder and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Contractor will comply with all provisions of Executive Order 11246 entitled "Equal Employment Opportunity" of September 24, 1965, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).



4. Contractor will permit access to books, records and accounts by U.M.T.A. and the Secretary of Labor for the purpose of ascertaining compliance with such rules, regulations and orders.

**(B) Disadvantaged Business Enterprises.**

1. Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 C.F.R. Part 23 and Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, have the maximum practicable opportunity to participate in the performance of contracts and subcontracting activities, if any, related to the performance under this Agreement. These opportunities include but are not limited to: insurance, office supplies and equipment, building maintenance, vehicle maintenance, vehicle parts, fuel, printing, consultant services and advertising. Contractor shall establish and comply with Disadvantaged Business Enterprise plans and, upon request, shall submit proof to the Authority of Contractor's compliance with applicable D.B.E. standards.

2. In connection with the performance of this Agreement, Contractor will cooperate with the Authority in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises and will insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontracting work, if any, under this Agreement.

3. Agreements between Contractor and a D.B.E. in which the D.B.E. promises not to provide subcontracting quotations to other carriers are prohibited.

**(C) Safety Standards.**

Contractor agrees that no laborer or mechanic utilized to perform a service required under this Agreement shall be required to work in unsafe surroundings.

**(D) Suspension And Debarment.**

1. 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 department or agency;

B. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this section of the Agreement; 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. In the event Contractor is unable to certify any of the statements contained in this section of the Agreement, Contractor shall provide the Authority with a written explanation prior to this Agreement becoming effective.

3. Contractor agrees that it shall provide immediate written notice to the Authority if, at any time, it learns that the certification given in this section of the Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

**(E) Prohibited Interest.**

Contractor agrees that no person shall be admitted to any share or part of the Agreement, or to any benefit arising therefrom, if such person is expressly prohibited from participating in or benefiting from a contract funded, in whole or in part, by U.M.T.A. or the R.T.A..

**(F) Compliance With Laws, Permits And Licenses.**

Contractor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, regulations and orders bearing on the performance of the Agreement, including but not limited to,

the laws referred to in the certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under this Agreement.

(G) Explanations.

Should it appear that services provided pursuant hereto are not sufficiently detailed or explained in this Agreement, Contractor shall request further written explanation or interpretation as may be necessary and all subsequent services shall conform to the explanation as provided.

(H) Amendment Of Agreement.

This Agreement and any of its terms or provisions may be amended by written agreement of the parties.

(I) Execution Of Agreement.

This Agreement shall be executed in two (2) counterparts, either one of which shall be regarded for all purposes as one original.

In Witness Whereof, The parties have caused this Agreement to be effective and executed as of the day and year first mentioned above by their duly authorized officials.

Attest:

Chicago Transit Authority

\_\_\_\_\_  
Secretary,  
Chicago Transit Board

By: \_\_\_\_\_  
Chairman,  
Chicago Transit Board

Attest:

\_\_\_\_\_  
Secretary

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

Authorized by Ordinance No. 91-87 of the Chicago Transit Board.

Approved As To Form And Legality:

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General Attorney

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**AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH  
FJV VENTURE FOR OPERATION OF ICE SKATING  
RINK IN AREA BOUNDED BY NORTH STATE  
STREET, NORTH DEARBORN STREET,  
WEST RANDOLPH STREET AND  
WEST WASHINGTON  
STREET.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City and FJV Venture to establish and operate an ice skating rink in the area bounded by State Street, Dearborn Street, Randolph Street and Washington Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule municipality as described in Section 6(A), Article VII of the 1970 Constitution of the State of Illinois ("City"), and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, FJV Venture, an Illinois joint venture ("FJV"), and the Chicago Park District desire, with the City, to establish and operate an ice skating rink in downtown Chicago; and

WHEREAS, FJV will permit property it owns in an area bounded by State Street, Dearborn Street, Randolph Street and Washington Street to be used as an ice skating rink without charge (the "Property"); and

WHEREAS, An ice skating rink in downtown Chicago would provide entertainment and recreation for City residents, visitors and shoppers; and

WHEREAS, The City will solicit donations to pay for some of the expenses associated with the ice skating rink; now, therefore,

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

SECTION 1. Subject to the approval of the Comptroller and the Corporation Counsel, the Commissioner of the Department of Buildings ("Commissioner") is hereby authorized to enter into and execute an agreement between the City and FJV and/or the Park District ("Agreement") permitting the use of the Property as an ice skating rink. The Agreement shall contain such terms as may be required by law, ordinance or executive order or deemed appropriate or necessary by the Commissioner, including, but not limited to, indemnification of FJV by the City.

**SECTION 2.** Subject to the approval of the Comptroller and the Corporation Counsel, the Commissioner is hereby authorized to enter into and execute such other ancillary documents as he deems appropriate or necessary to establish and operate the ice skating rink.

**SECTION 3.** The City Council hereby appropriates such amounts as may actually be received from private contributions for the ice skating rink from Fund 700. The Budget Director of the City may expend up to \$5,000 from Fund 355 as he/she determines necessary to assist in payment of costs of establishing and operating the ice skating rink.

**SECTION 4.** The City Comptroller is hereby directed to disburse the funds authorized to establish and operate the ice skating rink.

**SECTION 5.** This ordinance shall be in full force and effect upon its passage and publication as provided by law.

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**AUTHORIZATION FOR ISSUANCE OF TAXABLE RESIDENTIAL  
MORTGAGE REVENUE REFUNDING BONDS, SERIES  
1992A AND TAX EXEMPT RESIDENTIAL  
MORTGAGE REVENUE REFUNDING  
BONDS, SERIES 1992B.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuing of Residential Mortgage Revenue Refunding Bonds, Series 1992, in the amount of \$100,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City previously has issued its Single-Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer), 1978 Series A, in the original principal amount of \$100,000,000 (the "1978 Bonds"), pursuant to the terms of a Trust Indenture, dated as of July 1, 1978, among the City, First Wisconsin Trust Company, Milwaukee, Wisconsin, as Trustee, and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as custodian (the "1978 Indenture"); and

WHEREAS, The City previously has issued its Mortgage Participation Revenue Bonds, Issue A, in the original principal amount of \$150,000,000 (the "1979 Bonds"), pursuant to the terms of an Indenture of Trust, dated as of March 1, 1979, between the City and The First National Bank of Chicago,

Chicago, Illinois and First Wisconsin Trust Company, Milwaukee, Wisconsin, as Trustee (the "1979 Indenture"); and

WHEREAS, The City used the proceeds of the 1978 Bonds and 1979 Bonds principally to acquire mortgage loans and to acquire participations in mortgage loans, respectively, in each case pledging such mortgage loan and participations in mortgage loans as security for the payment of the principal of and interest on its 1978 Bonds and 1979 Bonds, respectively; and

WHEREAS, Each of the 1978 Indenture and the 1979 Indenture provides that the City may cause the discharge of the lien of each such Indenture upon satisfaction of certain conditions set forth in each such Indenture; and

WHEREAS, The City has determined that it is necessary and desirable and in the public interest of the City to issue its Residential Mortgage Revenue Refunding Bonds, Series 1992 (the "Refunding Bonds") in two series: (a) The Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A (the "Taxable Bonds") and (b) the Tax Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B (the "Tax Exempt Bonds"), the proceeds of which shall be applied to refund certain of the City's outstanding 1978 Bonds and 1979 Bonds (collectively, the "Refunded Bonds") and such other general corporate purposes of the City; and

WHEREAS, Because certain of the Refunded Bonds will be advance refunded, the Taxable Bonds will be issued on a taxable basis for federal income tax purposes; and

WHEREAS, Because certain of the Refunded Bonds will be currently refunded, the Tax Exempt Bonds will be issued on a tax exempt basis for federal income tax purposes; and

WHEREAS, Upon discharge of the liens of the 1978 Indenture and the 1979 Indenture, the mortgage loans pledged as security for the 1978 Bonds and the participations in mortgage loans pledged as security for the 1979 Bonds initially are to be pledged to secure the repayment of the Taxable Bonds; and

WHEREAS, The City has determined that it is necessary and desirable and in the public interest of the City to provide a junior pledge of the mortgage loans and participations in mortgage loans originated with the proceeds of the 1978 and 1979 Bonds, respectively, to secure the repayment of the Tax Exempt Bonds, such pledge to be subordinate to the pledge provided with respect to the Taxable Bonds; and

WHEREAS, To facilitate the provision of the pledge of the mortgage loans and the participations in mortgage loans, respectively, to the Tax Exempt Bonds and the Taxable Bonds, the City has determined that it is necessary and desirable and in the public interest to amend the Sale and Service Agreement (the "1978 Servicing Agreement"), dated as of July 1, 1978,



between the City and First Federal Savings and Loan Association of Chicago and the Mortgage Origination and Servicing Agreement, dated February 1, 1979, among the City, The First National Bank of Chicago, as Custodial Trustee and a participant (the "1979 Servicing Agreement") (the 1978 Servicing Agreement and the 1979 Servicing Agreement are referred to collectively in this Ordinance as the "Servicing Agreement"); and

WHEREAS, By virtue of its constitutional home rule powers and all laws applicable to it, the City has the power to issue the Refunding Bonds; now, therefore,

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

**SECTION 1. Finding.** The City Council finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2. Definitions.** The terms defined in the form of the Trust Indenture with respect to the Refunding Bonds (the "Refunding Bonds Indenture") attached to this Ordinance as Exhibit A, shall, for all purposes of this Ordinance, have the meanings specified therein, unless the context in this Ordinance clearly requires otherwise.

**SECTION 3. Authorization of the Refunding Bonds.** For the purpose of providing monies to defease the 1978 Indenture and the 1979 Indenture, it hereby is declared necessary that the City authorize and issue, and the City authorizes the issuance of, the Refunding Bonds in two series: the Taxable Bonds and the Tax Exempt Bonds. The Refunding Bonds are entitled to the benefit, protection and security of this Ordinance and the Refunding Bonds Trust Indenture. The aggregate principal amount of Refunding Bonds which shall be issued shall not exceed \$100,000,000, consisting of the Taxable Bonds in an aggregate principal amount not to exceed \$100,000,000 and the Tax Exempt Bonds in an aggregate principal amount not to exceed \$100,000,000. The City Comptroller shall determine, based upon advice received from the underwriters and the City's financial advisor, in each case with respect to the Refunding Bonds, the aggregate principal amount of each of the Taxable Bonds and Tax Exempt Bonds to be issued in order to achieve the greatest benefit to the City. The Taxable Bonds shall mature not later than 25 years from their date of issuance. The Tax Exempt Bonds shall mature not later than 25 years from their date of issuance. The Refunding Bonds shall be payable as to principal, redemption premium, if any, and interest, from the sources, and shall be secured in the manner described in the Refunding Bonds Indenture, which may provide for the issuance of the Taxable Bonds, or certain of them, at an original issuance discount of not to exceed 25% of their principal amount and for the issuance of the Tax Exempt Bonds, or certain of them, as capital appreciation bonds. The Mayor or the City Comptroller, and the City Clerk or the Deputy City Clerk, are authorized to execute the Refunding Bonds Indenture in substantially the form attached to this Ordinance, with such changes, additions and omissions

as the Mayor or the City Comptroller shall approve. The Mayor or the City Comptroller are authorized to approve, among other changes, additions and omissions, any changes, additions and omissions requested by any provider of municipal bond insurance which issues an insurance policy for the Refunding Bonds. The Mayor's or the City Comptroller's execution and delivery of the Refunding Bonds Indenture shall constitute the conclusive approval of the City of any such changes, additions and omissions to the Refunding Bonds Indenture. The Refunding Bonds shall be designated by the title "Residential Mortgage Revenue Refunding Bonds, Series 1991" and shall be issued in either one or two series, as provided above, which shall be designated by the titles "Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A" and "Tax Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B". The Refunding Bonds shall be dated, bear interest at such rate or rates not to exceed 12% per year, mature, be subject to payment, redemption and purchase, be of form and be secured, all as provided in the Refunding Bonds Indenture. The Mayor and the City Clerk are authorized to execute, by manual or facsimile signature, and deliver the Refunding Bonds for and on behalf of the City.

#### SECTION 4. Sale And Delivery Of The Refunding Bonds.

(a) The Refunding Bonds shall be sold and delivered to a group of underwriters (the "Underwriters") led by George K. Baum & Company, to be selected by the City Comptroller, subject to the terms and conditions of a contract of purchase related to those Bonds. The Mayor or the City Comptroller is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee of Finance of the City Council, one or more contracts of purchase in substantially the form previously used for financings of the City, with appropriate revisions to reflect the terms and provisions of the Refunding Bonds, and with such other revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of Refunding Bonds. The execution of such contract or contracts of purchase by the City Comptroller shall be deemed conclusive evidence of the approval of the City to the terms provided in such contract or contracts of purchase. The compensation paid to the Underwriters in connection with the sale of the Taxable Bonds shall not exceed 3% of their aggregate principal amount, and the compensation paid to the Underwriters in connection with the sale of the Tax Exempt Bonds shall not exceed 2% of their aggregate principal amount. In connection with the offer and delivery of the Refunding Bonds, the City Comptroller, and such other officers of the City as may be necessary, are authorized to execute such documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Refunding Bonds.

(b) Subsequent to the sale of the Refunding Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount sold of each

series of the Refunding Bonds, (ii) the interest rate or rates for each series of the Refunding Bonds and (iii) the compensation paid to the Underwriters in connection with the Taxable Bonds and Tax Exempt Bonds, respectively. An executed copy of each of the Refunding Bonds Indenture, the Preliminary Official Statement, the final Official Statement and the Escrow Agreements shall be attached to that notification of sale.

(c) In connection with the sale of the Refunding Bonds, the City shall cause there to be prepared and delivered to prospective purchasers of the Refunding Bonds a Preliminary Official Statement in such form and substance, and with such appendices, as the Mayor or the City Comptroller shall approve in connection with the sale of the Refunding Bonds. Upon the sale of the Refunding Bonds, the Mayor or the City Comptroller is authorized and directed to cause the final Official Statement to be prepared and (i) delivered to the Underwriters for use and distribution and (ii) filed with the Office of the City Clerk, as provided in paragraph (b) above. The final form of the Refunding Bonds Indenture shall be executed on behalf of the City by the Mayor or the City Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

**SECTION 5. Appointment of Trustee.** The City hereby authorizes the City Comptroller to appoint a Trustee for the purposes and upon the express terms and conditions set forth in the Refunding Bonds Indenture. The acceptance of the Trustee shall be evidenced by its execution of the Refunding Bonds Indenture.

**SECTION 6. Escrow Agreements; Appointment of Escrow Agents.** The City hereby authorizes the Mayor or the City Comptroller, and the City Clerk or the Deputy City Clerk to enter into the Escrow Agreements substantially in the form attached to this Ordinance as Exhibit B, with such changes, including without limitation the specification of all amounts or sums and other provisions as shall, in the judgment of the officer entering into such Escrow Agreements, permit a more economic and efficient defeasance of the Refunded Bonds, in all cases as shall be approved by the officer entering into such Escrow Agreements. The execution of the Escrow Agreements by such officer shall constitute conclusive evidence of the approval of the City to any changes to the Escrow Agreements. The Escrow Agreements are being prepared and delivered for the purpose of satisfying the condition in the 1978 Indenture and the 1979 Indenture, respectively, to the discharge of the liens of such Indentures on the mortgage loans and the participations in mortgage loans, respectively.

The City hereby authorizes the City Comptroller to appoint one or more Escrow Agents for the purposes and upon the express terms and conditions set forth in the Escrow Agreements. The acceptance of the Escrow Agent or Agents shall be evidenced by the execution of the Escrow Agreement by such Agent.

**SECTION 7. Bond Insurance; Mortgage Pool Insurance; Special Hazard Insurance.** The City Comptroller is authorized to obtain one or more policies of bond insurance if determined by him to be desirable in connection with the marketing of one or both series of Refunding Bonds. The City Comptroller further is authorized to obtain one or more policies of mortgage pool insurance with respect to the mortgage loans and the participations in mortgage loans originated with the proceeds of the 1978 Bonds and the 1979 Bonds. The City Comptroller is authorized to obtain one or more special hazard insurance policies with respect to those mortgage loans and the participations in mortgage loans.

**SECTION 8. Book-Entry System.** The City Comptroller is hereby authorized to determine whether the Refunding Bonds shall be issued in the form of a single fully registered Bond for each maturity of those Bonds. If so authorized, the book-entry services of Midwest Securities Trust Company ("M.S.T.C.") shall be used, unless, in the judgment of the City Comptroller, Midwest is unable to provide such book-entry services with respect to the Refunding Bonds, in which event the book-entry services of the Depository Trust Company ("D.T.C.") shall be used. If used, the City Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with M.S.T.C. or D.T.C., as the case may be, and the Trustees, as shall be necessary to effectuate such book-entry system.

**SECTION 9. Additional Authorization.** The Mayor, the City Comptroller, the City Treasurer, the City Clerk, the Deputy City Clerk and such other officers of the City as may be necessary are hereby authorized to execute such other documents and perform such other acts as may be necessary or desirable in connection with the issuance, sale, delivery, provision for payment and payment of the Refunding Bonds.

**SECTION 10. Authorization to Enter into Amendments to Servicing Agreements.** The City Comptroller hereby is authorized to execute and deliver such amendments to the Servicing Agreements as may be required to facilitate the transfer of the mortgage loans pledged as security for the 1978 Bonds and the participations in mortgage loans pledged as security for the 1979 Bonds to secure the repayment of the Taxable Bonds on a senior lien basis and the Tax Exempt Bonds on a junior lien basis, and to otherwise amend the Servicing Agreements to facilitate the issuance and securing of the Refunding Bonds. The City Comptroller's execution and delivery of the amendments to the Servicing Agreements shall constitute the conclusive approval of the City to such amendments.

**SECTION 11. Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City 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 12. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed at least 100 copies of it, which copies are to be made available in the Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 13. Effective Date. This Ordinance shall be in full force and effect ten (10) days after its passage, approval by the Mayor and publication.

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

*Exhibit "A".*

City Of Chicago, Illinois

And

Continental Bank, National Association,

As Trustee.

Trust Indenture

Dated As Of \_\_\_\_\_ 1, 1992

City Of Chicago, Illinois.

\$ \_\_\_\_\_

Taxable Residential Mortgage Revenue Refunding Bonds,

Series 1992A.

\$ \_\_\_\_\_

**Tax Exempt Residential Mortgage Revenue Refunding Bonds,**

**Series 1992B.**

This Trust Indenture is made and entered into as of \_\_\_\_\_ 1, 1992, by and between the City of Chicago, Illinois, a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and a home rule unit under Section 6(a) of Article VII of the Constitution (the "Issuer"), and Continental Bank National Association, Chicago, Illinois, a national banking association, duly organized, existing and authorized and having the power 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 in Chicago, Illinois, as Trustee (the "Trustee").

*Witnesseth:*

Whereas, Pursuant to the Constitution and laws of the State of Illinois, particularly Sections 7-85 to 7-89, inclusive, of the Municipal Code of Chicago, as amended, and the ordinances duly adopted by the City Council of the Issuer on \_\_\_\_\_, 1978 and March 1, 1979, and \_\_\_\_\_, 1985, respectively (collectively, the "Prior Ordinances"), the Issuer is authorized to carry out the public purposes described in the Prior Ordinances by issuing its revenue bonds to acquire mortgage loans and pledging such mortgage loans as security for the payment of the principal of and interest on any such revenue bonds, by issuing its revenue bonds to acquire participations in mortgage loans and pledging such participations in such mortgage loans as security for the payment of the principal of and interest on such revenue bonds and by entering into any agreements made in connection with any of the foregoing; and

Whereas, Pursuant to the Prior Ordinances, the Issuer has previously issued its:

- (a) City of Chicago, Cook County, Illinois Single-Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer), 1978 Series A, in the original principal amount of \$100,000,000 (the "1978 Bonds") pursuant to the terms of a Trust Indenture dated as of July 1, 1978, among the Issuer and First Wisconsin Trust Company, Milwaukee, Wisconsin, as Trustee, and Continental

Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Custodian (the "1978 Indenture"); and

(b) City of Chicago, Cook County, Illinois Mortgage Participating Revenue Bonds, Issue A, in the original principal amount of \$150,000,000 (the "1979 Bonds"), pursuant to the terms of a Trust Indenture dated as of March 1, 1979 between the Issuer and The First National Bank of Chicago, Chicago, Illinois and First Wisconsin Trust Company, Milwaukee, Wisconsin, as Trustee (the "1979 Indenture"); and

(c) City of Chicago, Cook County, Illinois, Single-Family Mortgage Revenue Bonds, 1985 Series A (the "1985 Bonds"), pursuant to the terms of a Trust Indenture dated as of December 1, 1985, between the Issuer and Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "1985 Indenture"); and

Whereas, The proceeds of the 1978 Bonds were used by the Issuer for, among other things, the purpose of financing the acquisition of mortgage loans secured by mortgages on residential housing facilities intended for use as the place of residence by persons of low- and moderate-income within the corporate limits of the Issuer, which mortgage loans were pledged as security for the payment of the 1978 Bonds; and

Whereas, The proceeds of the 1979 Bonds were used by the Issuer for, among other things, the purpose of financing the acquisition of participations in mortgage loans made on homes for use by persons of low- and moderate-income within the corporate limits of the Issuer, which participations in mortgage loans were pledged as security for the payment of the 1979 Bonds; and

Whereas, Each of the 1978 Indenture and the 1979 Indenture provides that the Issuer may cause the discharge of the lien of such Indenture upon satisfaction of certain conditions set forth in such Indenture; and

Whereas, The 1985 Bonds are secured by, among other things, a pledge of the "Residual Receipts" (as defined in the 1985 Indenture) of the 1979 Bonds; and

Whereas, The 1985 Indenture provides that the pledge of the Residual Receipts shall expire upon the delivery by the Issuer to the Trustee of the 1985 Bonds a certificate containing certain information and projections concerning the 1985 Bonds (the "Residual Receipts Release Certificate"); and

Whereas, The Issuer has determined that it is necessary and advisable pursuant to the Constitution and laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and an Ordinance, duly adopted by the City Council of the Issuer

on [December 11], 1991 (collectively, the "Act"), to issue its Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A (the "Senior Lien Bonds") and its Tax Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B (the "Junior Lien Bonds"; together with the Senior Lien Bonds, the "Bonds"), the proceeds of which shall be applied to pay the principal of, redemption premium, if any, and interest due on the presently outstanding 1978 Bonds and the presently outstanding 1979 Bonds on their respective interest, maturity, redemption or mandatory sinking fund payment dates; and

Whereas, Concurrently with the issuance of the Bonds, the Issuer will enter into a 1992 First Escrow Agreement (the "1992 First Escrow Agreement") with Continental Bank National Association, Chicago, Illinois, as escrow agent (the "1992 First Escrow Agent"), pursuant to which 1992 First Escrow Agreement the Issuer will deposit with the 1992 First Escrow Agent moneys and/or "Governmental Obligations" (as defined in the 1978 Indenture) which will be sufficient to cause the discharge of the lien of the 1978 Indenture and which shall provide for the defeasance of the 1978 Bonds; and

Whereas, Concurrently with the issuance of the Bonds, the Issuer will enter into a 1992 Second Escrow Agreement (the "1992 Second Escrow Agreement") with The First National Bank of Chicago, Chicago, Illinois, as escrow agent (the "1992 Second Escrow Agent"), pursuant to which 1992 Second Escrow Agreement the Issuer will deposit with the 1992 Second Escrow Agent monies and/or "Investment Securities" (as defined in the 1979 Indenture) sufficient to cause the discharge of the lien of the 1979 Indenture and which shall provide for the defeasance of the 1979 Bonds; and

Whereas, Upon discharge of the liens of the 1978 Indenture and the 1979 Indenture, the mortgage loans pledged as security for the 1978 Bonds and the participations in mortgage loans pledged as security for the 1979 Bonds are being pledged to the payment of the Bonds, provided that the benefit and security of the owners of the Junior Lien Bonds shall be subordinate to the benefit and security of the owners of the Senior Lien Bonds as set forth in this Indenture; and

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Trust Indenture, the valid, binding and legal obligations of the Issuer and all things necessary to constitute this Trust Indenture a valid, binding and legal instrument for the security of the Bonds in accordance with its terms, have been done and performed; now, therefore,



*This Trust Indenture Witnesseth:*

That the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts created by this Indenture and of the purchase and acceptance of the Bonds by their owners, and of the sum of One Dollar, lawful money of the United States of America, to be duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are by this Indenture acknowledged, in order to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied in this Indenture and in the Bonds, does by this Indenture grant, bargain, sell, convey, mortgage, assign and pledge unto, create a lien upon and grant a security interest in the following to Continental Bank, National Association, Chicago, Illinois, as Trustee, and its successors in trust and assigns forever, for the security of the performance of the obligations of the Issuer set forth below:

[Granting Clauses]

A. All right, title, and interest of the Issuer in and to the Servicing Agreements, as defined in Section 1.01 below (except with respect to rights of Issuer to be indemnified under the Servicing Agreements and the rights specified under Sections 2.9 and 5.6(B) of the Servicing Agreements relating to the Mortgage Loan Participations, as defined in Section 1.01 below), including all extensions and renewals of their terms, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or receivable by the Issuer or the Trustee under the Servicing Agreements (including the interests of the Issuer and the Trustee in the "Receipts Account" (as defined in the Servicing Agreements) and general accounts pursuant to the Servicing Agreements), whether payable pursuant to the Servicing Agreements or otherwise (except with respect to rights of the Issuer to be indemnified under the Servicing Agreements and the rights specified under Sections 2.9 and 5.6(B) of the Servicing Agreements relating to the Mortgage Loan Participations), to bring actions and proceedings under the Servicing Agreements, or for the enforcement of the Servicing Agreements, and to do any and all things which the Issuer is or may become entitled to do under the Servicing Agreements (except with respect to rights of the Issuer to be indemnified under the Servicing Agreements and the rights specified under Sections 2.9 and 5.6(B) of the Servicing Agreements relating to the Mortgage Loan Participations).

B. All right, title and interest of the Issuer in and to the Revenues, as defined in Section 1.01 below, and to the Mortgage Loans, as defined in

Section 1.01 below, and to the Mortgage Notes, as defined in Section 1.01 below, including all extensions and renewals of any of their terms, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits, and other sums of money payable or receivable by the Issuer under the Mortgage Loans and the Mortgage Notes, whether payable pursuant to the Mortgage Loans and the Mortgage Notes or otherwise, to bring actions and proceedings under the Mortgage Loans and the Mortgage Notes or for their enforcement, and to do any and all things which the Issuer is or may become entitled to do under the Mortgage Loans and the Mortgage Notes.

C. All right, title and interest of the Issuer in and to the Revenues and to the Mortgage Loan Participations, as defined in Section 1.01 below, and to the Participation Notes, as defined in Section 1.01 below, including all extensions and renewals of any of their terms, if any, including but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits, and any other sums of money payable or receivable by the Issuer under the Mortgage Loan Participations and the Participation Notes, whether payable pursuant to the Mortgage Loan Participations and the Participation Notes, or otherwise, to bring actions and proceedings under the Mortgage Loan Participations and the Participation Notes or for their enforcement, and to do any and all things which the Issuer is or may become entitled to do under the Mortgage Loan Participations and the Participation Notes.

D. All moneys in, and interest earnings on, any Fund, as defined in Section 1.01 below, created in this Indenture (except Excess Earnings, as defined in Section 1.01 below, and amounts on deposit in the Rebate Fund, as defined in Section 1.01 below) and all moneys and securities and all other rights of every kind and nature from time to time after the date of this Indenture by delivery or by writing of any kind pledged, assigned or transferred as and for additional security under this Indenture or under the Servicing Agreements to the Trustee by the Issuer or by anyone on its behalf, or with its written consent, and to hold and apply the same subject to the terms of this Indenture.

To Have And To Hold, All and singular the Trust Estate, as defined in Section 1.01 below, whether now owned or later acquired, unto the Trustee and its respective successors in trust and assigns forever;

In Trust Nevertheless, Upon the terms and trusts set forth in this Indenture for the equal and proportionate benefit, security, and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds; provided that the benefit and security of the owners of the Junior Lien Bonds shall be subordinate to the benefit and security of the owners of the Senior Lien

Bonds as set forth in this Indenture; and provided further that any moneys on deposit in the Mortgage Reserve Fund shall be used to secure payment first, of the Senior Lien Bonds, and second, of the Junior Lien Bonds and shall also be used for enforcement of the payment of the Bonds in accordance with their terms, and all other sums payable under this Indenture or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Bonds at any time outstanding had been authenticated, executed and delivered simultaneously with execution and delivery of this Indenture, all as set forth in this Indenture;

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid the principal of and premium, if any, and interest on the Bonds due or to become due on the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning of this Indenture, and shall cause the payments to be made on the Bonds as required under Article VI of this Indenture, or shall provide, as permitted by this Indenture, for the payment of the Bonds by depositing with the Trustee moneys, or Investment Securities, as defined in Section 1.01 below, maturing as to principal and interest in such amounts and at such time as are sufficient to pay the entire amount due or to become due on the Bonds, and for the payment of Excess Earnings to the United States as required under the Indenture, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and any paying agent all sums of money due or to become due in accordance with the terms and provisions of this Indenture, then, except as otherwise specifically provided in this Indenture, this Indenture and the rights by this Indenture granted shall cease, determine, and be void; otherwise this Indenture to be and remain in full force and effect;

And, Provided Further, The Trustee agrees to accept receipt of the Mortgage Loans, the Mortgage Notes and the Mortgage Loan Participations and the Participation Notes and the assignments referred to in this Indenture, and declares that it holds and will hold as trustee for the sole benefit of the Bondholders such documents and other documents delivered to it under the Servicing Agreements.

This Trust Indenture Further Witnesseth, And it is expressly declared, that all Bonds issued and secured under this Indenture are to be issued, authenticated and delivered, and all said property, rights and interests assigned and pledged by this Indenture, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed below, and the Issuer has agreed and covenanted, and does by this Indenture agree and covenant, with the Trustee and with the respective Owners, as defined in Section 1.01 below, from time to time, of the Bonds, or any part of Bonds, as follows:

*Article I.**Definitions And Statutory Authority.*

## Section 1.01 Definitions.

The following terms shall, for all purposes of this Indenture, have the following meanings:

"Accountant's Certificate" shall mean a certificate signed by an independent certified public accountant of recognized national standing or a firm of certified public accountants of recognized national standing, selected by the Issuer and satisfactory to the Trustee, which may be the accountant or firm of accountants who regularly audits the books of the Issuer.

"Accreted Value" shall mean, with respect to any Junior Lien Bond, the Accreted Value with respect to such Junior Lien Bond on a given date as set forth in (Sub)Exhibit C to this Indenture. The Accreted Value for any date not listed in (Sub)Exhibit C shall be determined by straight line interpolation between the dates immediately before and after such date listed on (Sub)Exhibit C.

"Act" shall mean the Constitution and laws of the State, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State, and the Ordinance passed by the City Council of the Issuer on \_\_\_\_\_, 1991 with respect to the Bonds, as approved by its Mayor, and as the same may be from time to time further amended and supplemented after the date of this Indenture.

"Authorized Officer of the Issuer" shall mean the Mayor of the Issuer or the City Comptroller, or such other officer or employee authorized by the Issuer to perform specific acts or duties.

"Bondholder" or "Owner" or "registered owner" shall mean any person who shall be the registered owner of any Bond or Bonds.

"Bond Insurer" shall mean \_\_\_\_\_, a \_\_\_\_\_, and any successor or successors to it.

"Bond Obligation" shall mean, as of any particular date of calculation, the aggregate principal amount of all Senior Lien Bonds and the Accreted Value of all Junior Lien Bonds outstanding on such date.

"Bond Year" shall mean each annual period ending on \_\_\_\_\_, beginning with the period ending \_\_\_\_\_, 1992.

"Bonds" shall mean, collectively, the Senior Lien Bonds and the Junior Lien Bonds authorized by, and at any time outstanding pursuant to, Section 2.01 of this Indenture.

"Business Day" shall mean any day, other than a Saturday or Sunday, that in the City of New York and the city in which the principal corporate trust office of the Trustee is located is neither a legal holiday nor a day on which banking institutions are authorized or obligated by law or executive order to be closed.

"Code" shall mean the Internal Revenue Code of 1954, as amended, or the Internal Revenue Code of 1986, as amended, in each case as applicable.

"Compounding Date" shall mean January 1 and July 1 of each year, commencing July 1, 1992.

"Compounding Period" shall mean the period commencing on the first day of each January or July, as the case may be, and ending on the 30th day of the immediately following June or the 31st day of the following December, respectively; provided, that the first Compounding Period shall commence on the date of delivery of the Bonds.

"Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Issuer and satisfactory to the Trustee.

"Debt Service" shall mean, with respect to any particular Bond Year, an amount equal to the sum of (a) all interest payable on the Senior Lien Bonds through such Bond Year and interest accreted on the Junior Lien Bonds through such Bond Year, except to the extent such interest is to be paid from deposits of the proceeds of such Bonds in the Interest Account and (b) the Principal Installment or Installments of such Bonds through such Bond Year. Such interest and Principal Installments shall be calculated on the assumption that no Bonds Outstanding on the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on its due date.

"Debt Service Fund" shall mean the Debt Service Fund established in Section 4.02 of this Indenture.

"Depository" shall mean any bank, trust company, national banking association, savings and loan association, savings bank or other banking institution or association selected by the Issuer as a depository of moneys

and securities held under the provisions of this Indenture, and may include the Trustee.

"Escrow Agents" shall mean Continental Bank, National Association, Chicago, Illinois, as escrow agent under the 1992 First Escrow Agreement and The First National Bank of Chicago, Chicago, Illinois, as escrow agent under the 1992 Second Escrow Agreement, in connection with the defeasance of the Refunded Bonds.

"Escrow Agreements" shall mean the 1992 First Escrow Agreement between the Issuer and the 1992 First Escrow Agent, and the 1992 Second Escrow Agreement between the Issuer and the 1992 Second Escrow Agent, providing for the payment of the Refunded Bonds.

"Event of Default" shall mean an Event of Default as such term is defined in Section 7.02 of this Indenture.

"Excess Earnings" shall mean the investment earnings on any "proceeds" (as defined in the Code and regulations promulgated under the Code, including "original proceeds", "investment proceeds", "sinking fund proceeds" or "pledged fund proceeds") held in any Fund or account under this Indenture in excess of the earnings which would have been earned if such amounts had been invested at the yield on the Bonds, together with any additional reinvestment earnings on such excess, determined in accordance with Section 148 of the Code.

"Expense Fund" shall mean the Expense Fund established in Section 4.02 of this Indenture.

"Funds" shall mean all the funds, accounts and subaccounts established in Section 4.02 of this Indenture.

"Governmental Obligations" shall mean (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed as to timely payment 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 clause (a) as long as the receipt, certificate or other evidence of any ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed as to timely payment by the United States of America and such obligations are held by a custodian in safekeeping on behalf of the holders of the receipt, certificate or other evidence of ownership interest in them, and also specifically including similar obligations of the Resolution Funding Corporation; and (b) municipal obligations rated in the highest rating category by the Rating Agency, the payment of the principal of, interest and redemption premium, if any, on which is irrevocably secured

by cash or obligations described in clause (a) of this definition and which obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of the obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations.

"Indenture" shall mean this Trust Indenture, and all amendments and supplements to it.

"Interest Account" shall mean the Interest Account established in the Debt Service Fund in Section 4.02 of this Indenture.

"Investment Agreement" shall mean the Investment Agreement dated as of \_\_\_\_\_, 1992, between the Issuer and \_\_\_\_\_, a \_\_\_\_\_ corporation, and any other investment agreement between the Trustee and a Qualified Investment Agreement Provider.

"Investment Rating Requirement" means the following debt ratings of the Rating Agency for each category of investment set forth below:

Term Of Investment	Investment Rating Requirement
1 year or less	
Greater than 1 year but less than or equal to 3 years	
Greater than 3 years	

or any other Investment Rating Requirement as shall be approved in writing by the Bond Insurer.

"Investment Securities" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Issuer funds:

(a) Governmental Obligations;

(b) obligations of, or guaranteed as to principal and interest by, any agency or instrumentality of, the United States when such obligations are backed by the full faith and credit of the United States, or units in a taxable government money market portfolio which fund is rated the

applicable Investment Rating Requirement (or its equivalent) by the Rating Agency;

(c) participation certificates of General Services Administration, provided such certificates are rated "Aaa" by the Rating Agency;

(d) Federal Home Loan Mortgage Corporation (F.H.L.M.C.) and Farm Credit Banks participation certificates which guarantee timely payment of principal and interest on senior debt obligations, excluding any stripped coupon series;

(e) Student Loan Marketing Association (S.L.M.A.) letter of credit backed issues and senior debt obligations;

(f) certificates of deposit, time deposits, and banker's acceptances (having maturities of not more than 365 days) of any bank, the short-term unsecured debt obligations of which (or, in the case of the principal bank in a bank holding company, short-term unsecured debt obligations of the bank holding company) have been rated the applicable Investment Rating Requirement or its equivalent by the Rating Agency;

(g) repurchase agreements with financial institutions for which the Trustee has received written notice from the Rating Agency that the investment in such repurchase agreements will not adversely affect the rating on the Bonds then in effect;

(h) interests in any open-end or close-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended; provided that the portfolio of such investment company or investment trust is limited to obligations of the United States described in (a) above and to agreements to repurchase such obligations, which agreements, with respect to principal and interest, are at least 100% collateralized by such obligations marked to market on a daily basis, if the investment company or investment trust takes delivery of such obligations either directly or through an independent custodian designated in accordance with the Investment Company Act of 1940, as from time to time amended;

(i) an Investment Agreement; and

(j) any other demand or time deposit, obligation, security or investment as may be acceptable to the Trustee; provided that the Trustee shall have, prior to such confirmation, given prior written notice of any of the foregoing to the Rating Agency and shall have received confirmation that no reduction in the rating on the Bonds by the Rating Agency will result from the addition of such investment.



"Issuer" shall mean the City of Chicago, Cook County, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State, or any public body succeeding to its rights and obligations under this Indenture.

"Junior Lien Bonds" shall mean the \$ \_\_\_\_\_ aggregate principal amount of Tax Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B of the Issuer issued, authenticated and delivered under this Indenture.

"Maturity Amount" shall mean the sum of the principal amount and accreted interest on any Junior Lien Bond payable at the date or dates on which such Junior Lien Bond is scheduled to mature.

"Mortgage Loans" shall mean the mortgage loans secured by mortgages purchased by the Issuer with the proceeds of the 1978 Bonds.

"Mortgage Interest Payment" shall mean, (a) with respect to any Mortgage Loan, the amounts paid from time to time as interest on such Mortgage Loan, after deducting any fees required to be paid for servicing of such Mortgage Loan and excluding any late charges or other charges which the Issuer may permit the Servicer of such Mortgage Loan to retain, and shall include amounts (other than amounts representing principal) received from the sale or other disposition of any Mortgage Loan or any collateral securing any Mortgage Loan or from any insurer or guarantor of any Mortgage Loan and (b) with respect to any Mortgage Loan Participation, the amounts paid from time to time which are attributable to interest on any Mortgage Loan Participation, after deducting any fees required to be paid for servicing any Mortgage Loan Participation and excluding any late or other charges which the Issuer may permit the Servicer of any Mortgage Loan Participation to retain, and shall include amounts (other than amounts representing principal) received from the sale or other disposition of any Mortgage Loan Participation or any collateral securing any such Mortgage Loan Participation or from any insurer or guarantor of any such Mortgage Loan Participation.

"Mortgage Loan Participations" shall mean the mortgage loan participations purchased by the Issuer with the proceeds of the 1979 Bonds.

"Mortgage Notes" shall mean the promissory notes evidencing the Mortgage Loans.

"Mortgage Principal Payment" shall mean, (a) with respect to any Mortgage Loan, the amount other than Principal Prepayments paid from time to time as principal with respect to such Mortgage Loan and (b) with respect to any Mortgage Loan Participation, the amount other than

Principal Prepayments paid from time to time which are attributable to principal on any Mortgage Loan Participation.

"Mortgage Reserve Fund" shall mean the Mortgage Reserve Fund established in Section 4.02 of this Indenture.

"Mortgage Reserve Requirement" shall mean, as of any date of calculation, an amount equal to \_\_\_\_\_% of the Bond Obligation.

"Mortgage Trust Insurance Policy" shall mean any policy or mortgage insurance issued by a Qualified Insurer required by Section 6.05 of this Indenture.

"Mortgage Trust Insurance Premium" shall mean an amount equal to \_\_\_\_\_% of the sum of the aggregate outstanding principal balances of the Mortgage Loans and the aggregate outstanding principal balances of the Mortgage Loan Participations, in each case as of each \_\_\_\_\_ 1, commencing \_\_\_\_\_ 1, 1992.

"M.S.T.C." shall mean Midwest Securities Trust Company, Chicago, Illinois.

"M.S.T.C. Participant" shall mean those broker-dealers, banks and other financial institutions from time to time for which M.S.T.C. holds Bonds as securities depository.

"1978 Bonds" shall mean the City of Chicago, Cook County, Illinois Single Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer), 1978 Series A, in the original aggregate principal amount of \$100,000,000.

"1979 Bonds" shall mean the City of Chicago, Cook County, Illinois Mortgage Participation Revenue Bonds, Issue A, in the original aggregate principal amount of \$150,000,000.

"1978 Indenture" shall mean the Trust Indenture dated as of July 1, 1978, as amended, among the Issuer and First Wisconsin Trust Company, Milwaukee, Wisconsin, as trustee, and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as custodian.

"1979 Indenture" shall mean the Trust Indenture dated as of March 1, 1979, between the Issuer, and The First National Bank of Chicago, Chicago, Illinois, and First Wisconsin Trust Company, Milwaukee, Wisconsin, as trustees.

"Notice Address" shall mean:

- (a) As To The Issuer: City of Chicago  
City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: City Comptroller
- (b) As To The Trustee: Continental Bank, National  
Association  
231 South LaSalle Street  
Chicago, Illinois 60697  
Attention: Corporate Trust  
Department
- (c) As To The Bond Insurer:

"Outstanding" shall mean, when used with reference to the Bonds, as of any date, the Bonds previously or upon such date being authenticated and delivered under this Indenture except:

- (i) Bonds canceled by the Trustee on or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article II or Section 3.06 of this Indenture; and
- (iii) Bonds deemed to have been paid as provided in Section 10.01 of this Indenture;

provided, however, that in determining whether the Owners of the requisite principal amount of Bonds Outstanding have taken or concurred in any action under this Indenture, including the making of any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Issuer or any affiliate of the Issuer shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee certifies to the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer or any affiliate of the Issuer.

"Participant" shall mean any person entering into a Servicing Agreement in connection with the issuance and disposition of the proceeds of the 1979 Bonds.

"Participation Notes" shall mean the notes evidencing the Mortgage Loan Participations.

"Principal Account" shall mean the Principal Account established in the Debt Service Fund in Section 4.02 of this Indenture.

"Principal Installment" shall mean, with respect to any principal payment date or mandatory redemption date and with respect to Bonds of any specified maturity, the sum of (i) the principal amount, Maturity Amount or Accreted Value, as applicable, if any, of such Bonds, maturing on such date, plus (ii) the Sinking Fund Installment (as may be adjusted pursuant to Section 3.03 of this Indenture), if any, due with respect to such Bonds on such date.

"Principal Prepayment" shall mean any payment or other recovery of principal on a Mortgage Loan or on a Mortgage Loan Participation which is received in advance of its scheduled due date and is not accompanied by an amount as to interest representing scheduled interest for any month subsequent to the month of prepayment, together with any prepayment penalty and any portion of insurance, liquidation or other payments representing a recovery of principal.

"Qualified Investment Agreement Provider" shall mean a 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 at least as high as the Investment Rating Requirement. 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 an Investment Agreement.

"Qualified Insurer" shall mean an insurance company approved by the Bond Insurer on or before the date of delivery of the Bonds and any substitute or replacement insurance company approved after the date of delivery of the Bonds by the Bond Insurer which is (i) qualified to provide the applicable policy in the State, and (ii) the claims-paying ability of which as determined by the Bond Insurer is rated at least as high as the Investment Rating Requirement.

"Rating Agency" shall mean Moody's Investors Service, its successors and assigns, or Standard & Poor's Corporation, its successors and assigns. "Rating Agency" also shall mean any other nationally recognized rating agency designated by the Issuer in a written notice to the Trustee.

"Rebate Covenants" shall mean the Issuer's covenants as to arbitrage rebate under the Code contained in a certificate delivered by the Issuer concurrently with the issuance of the Bonds.

**"Rebate Fund"** shall mean the Rebate Fund established in Section 4.02 of this Indenture.

**"Record Date"** shall mean the close of business on the 15th day (whether or not a Business Day) of the month next preceding an interest payment date on the Bonds or any date on which the principal of Bonds is to be paid.

**"Recovery Payments"** shall mean any moneys received or recovered by the Trustee, in excess of the expenses necessarily incurred by the Issuer or the Servicer in collecting such moneys, from the sale or other disposition of the Mortgage Loans or Mortgage Loan Participations for the purpose of realizing on the Issuer's interest in the Mortgage Loans and Mortgage Loan Participations.

**"Redemption Fund"** shall mean the Redemption Fund established in Section 4.02 of this Indenture.

**"Redemption Price"** shall mean, with respect to any Senior Lien Bond, the principal amount of any Bond plus the applicable premium, if any, and accrued and unpaid interest to the redemption date for any such Bond, and with respect to any Junior Lien Bond, the Accreted Value of such Bond, payable upon redemption of such Bond pursuant to such Bond or this Indenture.

**"Refunded Bonds"** shall mean, collectively, the 1978 Bonds outstanding on the date of the delivery of the Bonds and the 1979 Bonds outstanding on the date of the delivery of the Bonds.

**"Refunded Bonds Indentures"** shall mean, collectively, the 1978 Indenture and the 1979 Indenture.

**"Revenue Fund"** shall mean the Revenue Fund established in Section 4.02 of this Indenture.

**"Revenues"** shall mean (a) all amounts paid with respect to principal and interest from time to time on the Mortgage Notes or Participation Notes, including prepayments, amounts paid on account of acceleration of any Mortgage Note or any Participation Note, including private mortgage insurance proceeds, and the proceeds of any other insurance required to be maintained by this Indenture or by the Servicing Agreements, or of any collateral securing any Mortgage Note or any Participation Note, and including any such amounts held by persons collecting such amounts on behalf of the Issuer, after deducting pursuant to the Servicing Agreements, any fees required to be paid for accounting, collection and other services and any late charges or other charges permitted to be retained by the Servicer, (b) all Recovery Payments and (c) all interest received on moneys or securities held pursuant to this Indenture other than Excess Earnings and amounts on deposit in the Rebate Fund.

"Senior Lien Bonds" shall mean the \$\_\_\_\_\_ aggregate principal amount of Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A of the Issuer issued, authenticated and delivered under this Indenture.

"Servicer" shall mean (a) with respect to a Mortgage Loan, the lender which sold such Mortgage Loan to the Issuer or a designated servicer acceptable to the Trustee and the Issuer, which has executed a Servicing Agreement and (b) with respect to a Participation Loan, the Participant or a designated servicer acceptable to the Trustee and the Issuer, which has executed a Servicing Agreement.

"Servicing Agreements" shall mean (a) with respect to a Mortgage Loan, the Sale and Service Agreement dated as of July 1, 1978, as amended, between a Servicer and the Issuer pursuant to which a Servicer agreed to service Mortgage Loans and (b) with respect to a Mortgage Loan Participation, the Mortgage Origination and Servicing Agreement dated as of February 1, 1979, as amended, among the Issuer, The First National Bank of Chicago, as custodial trustee and a Participant pursuant to which a Servicer agreed to service Mortgage Loan Participations.

"Sinking Fund Installment" shall mean, with respect to the Bonds, an amount so designated which is established pursuant to and as may be adjusted pursuant to Section 3.03 of this Indenture.

"Special Hazard Insurance Policy" shall mean any special hazard insurance policy issued by a Qualified Insurer insuring against losses due to co-insurance and physical hazards not covered in the State by standard hazard insurance.

"Special Hazard Insurance Premium" shall mean an amount equal to \_\_\_\_\_ of the aggregate outstanding principal balances of the Mortgage Loans and \_\_\_\_\_% of the aggregate outstanding principal balances of the Mortgage Loan Participations, in each case as of \_\_\_\_\_ 1.

"State" shall mean the State of Illinois.

"Statement of Projected Revenues, Debt Service and Expenses" shall mean the Statement of Projected Revenues, Debt Service and Expenses described in Section 6.12 of this Indenture.

"Supplemental Indenture" shall mean any indenture supplemental to or amendatory of this Indenture, executed and delivered in accordance with Article IX of this Indenture.

"Tax Agreement" shall mean the Issuer's General Tax Certificate executed in connection with the issuance of the Junior Lien Bonds.

"Trust Estate" shall mean the property, rights, money, securities, and other amounts pledged and assigned to the Trustee pursuant to the Granting Clauses of this Indenture.

"Trustee" shall mean the trustee appointed pursuant to Article VIII of this Indenture, and its successor or successors and any other person which may at any time be substituted in its place pursuant to this Indenture.

"Trustee's Fee" shall mean an annual amount equal to 0. \_\_\_% of the Bond Obligation (but not less than \$5,000) annually payable in semiannual installments on each interest payment date for the ordinary fees and expenses of the Trustee.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations and corporations.

#### Section 1.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under this Indenture by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract among the Issuer, the Trustee, and the Owners from time to time of the Bonds; and the pledge made in this Indenture and the covenants and agreements set forth in this Indenture to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture.

### *Article II.*

#### *The Bonds.*

#### Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. No additional Bonds may be issued under this Indenture or any Supplemental Indenture except as provided in this Article II.

### Section 2.02 Issuance Of Bonds.

Pursuant to the ordinance adopted by the Issuer on \_\_\_\_\_, 1991, the Bonds are by this Indenture authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ (\$\_\_\_\_\_ initial aggregate principal amount of Senior Lien Bonds and \$\_\_\_\_\_ initial aggregate principal amount of Junior Lien Bonds). The Senior Lien Bonds shall be designated "Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A" and the Junior Lien Bonds shall be designated "Tax Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B". The Bonds are issuable only in the form of fully registered bonds without coupons. The Senior Lien Bonds shall be in denominations of \$5,000 and any integral multiple of \$5,000. The Junior Lien Bonds are issuable in the initial principal denominations of \$5,000 of Maturity Amount or multiples thereof. Unless the Issuer shall otherwise direct, the Senior Lien Bonds shall be lettered RA and numbered from 1 upward, and the Junior Lien Bonds shall be lettered RB and numbered from 1 upward, but the Bonds need not be numbered consecutively.

The Senior Lien Bonds shall be dated \_\_\_\_\_ 1, 1992; the Junior Lien Bonds shall be dated the date of their initial delivery; and all Bonds shall also bear the date of their respective authentication.

The Senior Lien Bonds shall bear interest from their date and interest shall be payable on each January 1 and July 1 of each year, commencing July 1, 1992, until paid at maturity or prior redemption or acceleration; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, the Senior Lien Bonds issued in lieu of the Senior Lien Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Senior Lien Bond surrendered. Interest on the Senior Lien Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Senior Lien Bonds shall mature on \_\_\_\_\_ 1 of the years and in the principal amounts and shall bear interest as provided above, at the rates per annum set forth below:

Year	Principal Amount	Interest Rate
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Interest on the Junior Lien Bonds shall accrue during each Compounding Period (computed on the basis of a calendar year consisting of 360 days of



twelve 30-day months) which accrued interest shall be added to the respective principal amounts of such Junior Lien Bonds on the next Compounding Date, commencing \_\_\_\_\_ 1, 1992 (which when so added shall become part of the Accreted Value of the Junior Lien Bonds).

The Junior Lien Bonds in the original aggregate principal amounts indicated below shall mature in the years and at the aggregate Maturity Amount, and shall have the original issue yield to maturity, all as set forth below:

Maturity Date	Initial Aggregate Principal Amount	Aggregate Maturity Amount	Original Issue Yield To Maturity
_____ 1, _____	\$ _____	\$ _____	_____ %

The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. The Redemption Price of the Bonds and interest due at maturity or redemption of any Bond shall be payable only to the Bondholder or the legal representative of such Bondholder at the principal corporate trust office of the Trustee, and payment of the interest on the Bonds shall be made by the Trustee on each interest payment date to the registered owner appearing on the registration records of the Issuer, maintained by the Trustee acting as the registrar, by check or draft mailed to such Bondholder at the address of such Bondholder as it appears on such registration records at the close of business on the applicable Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date; provided, however, that payment of principal of, premium, if any, and interest on any Bond may, at the option of any Owner of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to such Owner to the bank account number on file with the Trustee acting as the registrar as of the Record Date upon payment of the Trustee's applicable wire transfer fees. In the event of any such default, such defaulted interest shall be payable to the person in whose name any Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice by deposit in the United States mails, postage prepaid, by the Trustee to the Owner of such Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed by first class mail to the person in whose name the Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

### Section 2.03 Form Of Bonds.

The Senior Lien Bonds, the certificate of authentication and the assignment respecting them shall be in substantially the form set forth in (Sub)Exhibit A to this Indenture. The Junior Lien Bonds, the certificate of authentication and assignment respecting them shall be in substantially the form set forth in (Sub)Exhibit B to this Indenture. The Bonds may contain or have endorsed on them such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Issuer prior to their authentication and delivery.

### Section 2.04 Execution; Authentication; Limited Obligation.

A. The Bonds shall be executed in the name of the Issuer by the manual or facsimile signature of the Mayor, and the corporate seal of the Issuer (or a facsimile of it) shall be impressed, imprinted, engraved or otherwise reproduced on the Bonds and attested by the manual or facsimile signature of the City Clerk, or in such other manner as may be required or permitted by law. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer after the Bonds are so signed and sealed but before they shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as provided in this Indenture, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices.

B. The Bonds shall bear upon them a certificate of authentication, in the forms set forth in (Sub)Exhibit A and (Sub)Exhibit B to this Indenture, executed manually by the Trustee. Only such Bonds as shall bear on them such certificate of authentication shall be entitled to any right or benefit under this Indenture and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner of such Bond is entitled to the benefits of this Indenture.

C. The Bonds and the interest on them do not constitute an indebtedness, liability, general or moral obligation or a pledge of the faith or loan of credit of the Issuer, the State or any political subdivision of the State within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision of the State shall be obligated to pay the principal or Accreted Value of the Bonds, as the case may be, or other costs incident to the Bonds except from Revenues and certain funds and

accounts held under this Indenture and pledged for their payment. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision of the State is pledged to the payment of the principal and interest or Accreted Value, as appropriate, of the Bonds or other costs incident to the Bonds. Neither the faith and credit nor the taxing power of the State, or any political subdivision of the State, or the Issuer, or any other governmental unit located within the State is pledged to the payment of the principal of the Bonds or the interest on them or other costs incident to the Bonds. The proceeds of the Bonds shall be applied for the purposes and as described in Section 2.06 of this Indenture. Nothing contained in this Indenture shall be construed to limit the authority of the Issuer to issue additional evidences of indebtedness under instruments other than this Indenture.

#### Section 2.05 Provisions For Issuance Of Bonds.

A. All the Bonds shall be executed by the Issuer for issuance under this Indenture and delivered to the Trustee and upon such delivery shall be authenticated and delivered by the Trustee to the purchasers of the Bonds upon the order of the Issuer, but only upon the receipt by the Trustee of:

(1) Executed counterparts of this Indenture, the Escrow Agreement, the representation letter from the Issuer and the Trustee to M.S.T.C. with respect to the Bonds, and the amendments to the Servicing Agreements;

(2) A certified copy of the ordinance of the Issuer authorizing the issuance of the Bonds and approving this Indenture and certain other documents in connection with the issuance of the Bonds;

(3) A Counsel's Opinion dated the date of delivery of the Bonds, substantially to the effect that: (i) the Issuer is a duly constituted and existing home rule municipality of the State with the powers, among others, to issue the Bonds and to perform its obligations under the Indenture; (ii) this Indenture has been duly executed and delivered by the Issuer, and constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; (iii) the 1978 Bonds and the 1979 Bonds will be legally defeased; (iv) the Bonds are valid, binding, special limited obligations of the Issuer as provided in this Indenture enforceable in accordance with their terms and such Bonds have been duly authorized and issued by the Issuer and (v) interest on the Junior Lien Bonds is excludable for federal income tax purposes, except that no opinion need be expressed as to the effect upon enforceability of bankruptcy, insolvency, reorganization, moratorium and other similar laws enacted prior to or after the date of this Indenture for the relief of debtors or as to the availability of the remedy of specific performance, mandamus, injunctive relief or any other equitable remedy;

(4) The Mortgage Trust Insurance Policy and Special Hazard Insurance Policy, including all endorsements and enforceability opinions relating to such Policy;

(5) The purchase price for the Bonds as provided in the bond purchase agreement with respect to the Bonds;

(6) A request and authorization to the Trustee on behalf of the Issuer and signed by the Mayor or City Comptroller of the Issuer to authenticate and deliver the Bonds to the purchasers identified in such request and authorization upon payment to the Trustee, but for the account of the Issuer, of the sum referred to in subparagraph (5) above. The proceeds of such payment shall be paid over to the Trustee and deposited in the various funds specified in, and pursuant to, Section 4.03 of this Indenture;

(7) Delivery to the Trustee of:

(a)(i) the Servicing Agreements respecting the Mortgage Loans, (ii) the Mortgage Loans and (iii) the Mortgage Notes, from the custodian for the 1978 Bonds;

(b)(i) the Servicing Agreements respecting the Mortgage Loan Participations, (ii) the Mortgage Loan Participations and (iii) the Participation Notes, from the Co-Trustees for the 1979 Bonds;

(c) delivery to the Trustee by such custodian and Co-Trustees of all original documents, records, statements, registers and other materials associated with the Mortgage Loans, the Mortgage Loan Participations and the Servicing Agreements; and

(d) a certificate from the custodian for the 1978 Bonds and the Co-Trustees for the 1979 Bonds to the effect that all such items in their possession have been so delivered;

(8) The initial Investment Agreement and an enforceability opinion relating to such Investment Agreement;

(9) An opinion of Bond Counsel concerning the validity of the Trustee's security interest in the Mortgage Notes and the Participation Notes; and

(10) Such further documents as may be required by the Trustee, the Issuer or Bond Counsel.

B. Simultaneously with the issuance of the Refunding Bonds, and the application of the proceeds thereof pursuant to Section 2.06.B(iii) of this Indenture, the Issuer shall deliver to the Trustee for the 1985 Bonds the Residual Receipts Release Certificate.

C. All the Bonds of like series and maturity shall be identical in all respects, except as to denominations, numbers and letters. After the original issuance of Bonds, no Bonds shall be issued except in lieu of or in substitution for other Bonds pursuant to Article II or Section 3.06 of this Indenture.

#### Section 2.06 Application Of Bond Proceeds And Other Moneys.

A. The proceeds derived from the sale of the Bonds shall be applied simultaneously with their delivery as follows:

(1) There shall be deposited in the Interest Account the amount of accrued interest received from the proceeds of the sale of the Senior Lien Bonds upon their initial issuance.

(2) (a) A portion of the proceeds of the Senior Lien Bonds shall be transferred to the 1992 First Escrow Agent, together with certain other moneys deposited with the 1992 First Escrow Agent by the Issuer, which will be sufficient to effect defeasance of the 1978 Bonds as designated in the 1992 First Escrow Agreement.

(b) The balance of the proceeds of the Senior Lien Bonds shall be deposited with the 1992 Second Escrow Agent, to be used as provided in subparagraph (3) below.

(3) The proceeds of the Junior Lien Bonds upon their initial issuance shall be transferred to the 1992 Second Escrow Agent, together with certain other moneys deposited with the 1992 Second Escrow Agent by the Trustee, which, together with the amounts deposited with the 1992 Second Escrow Agent pursuant to subparagraph (2)(b) above, will be sufficient to effect defeasance of the 1979 Bonds as designated in the 1992 Second Escrow Agreement.

(4) The Escrow Agents shall deposit such moneys in their respective Escrow Funds established under the respective Escrow Agreements and invest and apply the same to pay and redeem the 1978 Bonds and 1979 Bonds, as appropriate, in accordance with the provisions of the respective Escrow Agreements.

B. As shall be directed by the Issuer, certain amounts on deposit in the funds and accounts established under the respective Refunded Bonds Indentures, together with other moneys of the Issuer available therefor, shall be (i) used to fund the Mortgage Reserve Fund in an amount equal to the Mortgage Reserve Requirement and other funds or accounts as may be required under this Indenture, (ii) used to pay other costs incurred in connection with the issuance of the Bonds, including a portion of the underwriter's compensation, (iii) transferred to the Trustee for the 1985 Bonds in an amount sufficient to effect the release of the pledge of the Residual Receipts to the payment of the 1985 Bonds and (iv) disbursed to the Issuer for its general corporate purposes.

#### Section 2.07 Exchange Of Bonds.

The Bonds, upon their 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 his or her duly authorized attorney, may, at the option of their registered owner, and upon payment by such registered owner of any charges which the Trustee or the Issuer may make as provided in Section 2.09 of this Indenture, be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity in any other authorized denominations.

#### Section 2.08 Negotiability, Transfer And Registry.

A. The Bonds shall be transferable only upon the records of the Issuer, which shall be kept for that purpose at the principal corporate trust office of the Trustee by the Trustee acting as registrar, by the registered owner of the Bonds in person or by such registered owner's attorney duly authorized in writing, upon surrender of the Bonds together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue in the name of the transferee a new fully registered Bond or Bonds of the same series, aggregate principal amount or Maturity Amount, as the case may be, and maturity as the surrendered Bond.

B. The Issuer and the Trustee shall deem the person in whose name any Bond shall be registered upon the records of the Issuer as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such

Bond to the extent of the sum or sums so paid and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

**Section 2.09 Regulations With Respect To Registrations, Exchanges And Transfers.**

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall immediately be canceled by the Trustee. For every such exchange or transfer of Bonds, the Issuer or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such registration, exchange or transfer. A Bondholder may also be required to pay a fee to the Trustee for each new Bond issued on any such registration, exchange or transfer. Neither the Issuer nor the Trustee shall be required (a) to transfer or exchange Bonds for a period of fifteen days next preceding an interest payment date on the Bonds or next preceding any selection of Bonds to be redeemed or after that until after the first mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called for redemption.

**Section 2.10 Bonds Mutilated, Destroyed, Stolen Or Lost.**

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall execute, and upon such execution the Trustee shall authenticate and deliver, a new Bond of like series, maturity, date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed; provided that (i) in the case of such mutilated Bond, such Bond is first surrendered to the Trustee, (ii) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee together with indemnity, in an amount equal to the principal of and interest accrued and to accrue to the maturity of such Bond, satisfactory to the Issuer and the Trustee, (iii) all other reasonable requirements of the Issuer and the Trustee are complied with, and (iv) expenses in connection with such transaction are paid by the Bondholder. Any such new Bonds issued pursuant to this Section 2.10 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Issuer, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Indenture.

### Section 2.11 Temporary Bonds.

A. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 of this Indenture, and, upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to their denominations and as to exchangeability for Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer shall prepare and execute and, upon the surrender of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to their Owner, deliver in exchange of such temporary Bonds, definitive Bonds of the same series, aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Indenture.

B. If the Issuer shall authorize the issuance of temporary Bonds in more than one denomination, the Owner of any temporary Bond or Bonds may, at such Owner's option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like series, aggregate principal amount and maturity of any other authorized denomination or denominations, and upon such surrender the Issuer shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 2.09 of this Indenture, shall deliver a temporary Bond or Bonds of like series, aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such Bondholder.

C. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be immediately canceled by the Trustee.

### Section 2.12 Cancellation And Destruction Of Bonds.

All Bonds paid in full, either at or before maturity, or purchased by the Issuer pursuant to this Indenture, shall be delivered to the Trustee when such payment or purchase is made, and such Bonds shall promptly upon such delivery be canceled. Bonds so canceled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so cremated, and one executed certificate shall be filed



with the Issuer and the other executed certificate shall be retained by the Trustee.

**Section 2.13 The Midwest Securities Trust Company; Registration Of The Bonds.**

A. Except as provided in subsection C of this Section 2.13, the registered Owner of all the Bonds shall be, and the Bonds shall be registered in the name of Kray & Co. ("Kray"), as nominee of M.S.T.C. Payment of semiannual interest for any Senior Lien Bond, shall be made in accordance with Section 2.02 of this Indenture and this Section 2.13 to the account of Kray on the interest payment date for the Bonds at the address indicated for Kray in the registration records of the Issuer kept by the Trustee, as registrar.

B. The Bonds shall be initially issued in the form of a separate single, fully registered, typewritten Bond in the amount of each separate stated maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration records of the Issuer kept by the Trustee, as registrar, in the name of Kray, as nominee of M.S.T.C. With respect to Bonds so registered in the name of Kray, neither the Issuer nor the Trustee shall have any responsibility or obligation to any M.S.T.C. Participant or to any beneficial Owner of such Bonds. Without limiting the immediately preceding sentence, the Issuer and the Trustee shall have no responsibility or obligation with respect to (1) the accuracy of the records of M.S.T.C., Kray or any M.S.T.C. Participant with respect to any beneficial ownership interest in the Bonds, (2) the delivery to any M.S.T.C. Participant, beneficial Owner or other person, other than M.S.T.C., of any notice with respect to the Bonds, including any notice of redemption, or (3) the payment to any M.S.T.C. Participant, beneficial Owner or other person, other than M.S.T.C., of any amount with respect to the principal or Redemption Price of, or interest on, the Bonds. The Issuer and the Trustee may treat as, and deem M.S.T.C. to be, the absolute Owner of each Bond for all purposes whatsoever, including (but not limited to) (x) payment of the principal or Redemption Price of, and interest on, each such Bond, (y) giving notices of redemption and other matters with respect to such Bonds and (z) registering transfers with respect to such Bonds. The Trustee shall pay the principal or Redemption Price of, and interest on, all Bonds only to or upon the order of M.S.T.C., and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. No person other than M.S.T.C. shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or Redemption Price of, and interest on, such Bonds pursuant to this Indenture. Upon delivery by M.S.T.C. to the Trustee of written notice to the effect that M.S.T.C. has determined to substitute a new nominee in place of Kray, and subject to the

transfer provisions of this Indenture, the word "Kray" in this Indenture shall refer to such new nominee of M.S.T.C..

C. (1) M.S.T.C. may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and the Trustee and discharging its responsibilities with respect to the Bonds under applicable law.

(2) The Issuer, in its sole discretion and without the consent of any other person, may, by written notice to M.S.T.C. and the Trustee, terminate the services of M.S.T.C. with respect to the Bonds in accordance with the terms of the Representation Letter between the Issuer and M.S.T.C. respecting the Bonds.

(3) Upon the discontinuance or termination of the services of M.S.T.C. with respect to the Bonds pursuant to subsection C(1) or subsection C(2) above after which no substitute securities depository willing to undertake the functions of M.S.T.C. under this Indenture can be found which, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration records kept by the Trustee in the name of Kray as nominee of M.S.T.C.. In such event, the Issuer shall issue and the Trustee shall authenticate Bond certificates as requested by M.S.T.C. of like series, principal amount and maturity, in authorized denominations to the identifiable beneficial Owners in replacement of such beneficial Owners' beneficial interests in the Bonds.

(4) Notwithstanding any other provisions of this Indenture to the contrary, so long as any Bond is registered in the name of Kray, as nominee of M.S.T.C., all payments with respect to the principal or Redemption Price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to M.S.T.C. as provided in the Representation Letter of the Issuer and the Trustee addressed to M.S.T.C. with respect to the Bonds.

(5) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Bondholders, the Issuer or the Trustee, as the case may be, shall establish a record date for such consent or other action and give M.S.T.C. notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

(6) The Trustee and an Authorized Officer are by this Indenture authorized to execute and deliver in the name of the Trustee and the Issuer the Representation Letter referred to in paragraph (4) above.

*Article III.*

*Redemption Of Bonds Before Maturity.*

**Section 3.01 Privilege Of Redemption And Redemption Price.**

Bonds subject to redemption prior to maturity pursuant to this Indenture shall be redeemable, upon notice as provided in this Article III, at such Redemption Prices and upon such terms in addition to the terms contained in this Article III as may be specified in this Indenture.

**Section 3.02 Optional Redemption Of Senior Lien Bonds.**

The Senior Lien Bonds maturing after January 1, 2001, are also subject to redemption prior to maturity at the option of the Issuer, in whole or in part on any date on or after January 1, 2001, at a redemption price equal to their principal amount with accrued interest to the redemption date, plus a premium equal to the stated percentage of the principal amount as set forth below:

Redemption Period	Redemption Premium
January 1, 2001 through December 31, 2001	3%
January 1, 2002 through December 31, 2002	2%
January 1, 2003 through December 31, 2003	1%
January 1, 2004 and thereafter	0%

**Section 3.03 Mandatory Sinking Fund Redemption Of Bonds.**

A. (1) The Senior Lien Bonds maturing on \_\_\_\_\_ 1, \_\_\_\_\_, are subject to mandatory redemption in part through Sinking Fund Installments on January 1 and July 1, of each year, commencing \_\_\_\_\_ 1, 199\_\_\_\_, at a price equal to their Redemption Price, in the aggregate principal amounts set forth below:

Year

Principal Amount

(2) The Junior Lien Bonds are subject to mandatory redemption in part through Sinking Fund Installments on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 199\_\_\_\_, at a price equal to their Redemption Price, in the aggregate principal amounts set forth below:

Year

Principal Amount

B. To the extent that Senior Lien Bonds of a maturity or any Junior Lien Bonds have been previously purchased or called for redemption from any source other than mandatory sinking fund payments, the succeeding sinking fund redemption payments for Senior Lien Bonds of such maturity or any Junior Lien Bonds shall be reduced on a proportionate basis, by an amount which in the aggregate is equal to the principal amount of such Bonds so purchased or called for redemption.

C. On or before the 40th day prior to each mandatory sinking fund redemption date, the Trustee will proceed to select for redemption as provided in Section 3.05 of this Indenture Bonds subject to mandatory redemption through Sinking Fund Installments, in an amount equal to the principal amount of Bonds redeemable through Sinking Fund Installments, and will call such Bonds for redemption on the next mandatory sinking fund redemption date and give notice of such call in accordance with Section 3.07 of this Indenture.

#### Section 3.04 Mandatory Redemption Of Senior Lien Bonds And Junior Lien Bonds From Certain Principal Payments And Principal Prepayments.

A. The Bonds are also subject to mandatory redemption at a redemption price equal to their Redemption Price in whole or in part on any January 1 or July 1 when the amount on deposit in the Redemption Fund representing moneys transferred pursuant to Section 4.04 and/or 4.07 of this Indenture equals \$10,000 or more; provided, however, that the Senior Lien Bond maturing \_\_\_\_\_ 1, \_\_\_\_\_, shall not be called unless no other Senior Lien Bonds are Outstanding; and provided further, however, that under the provisions of this Section 3.04, the Junior Lien Bonds will

not be redeemed until such time as the Senior Lien Bonds shall have been paid in full.

B. The Senior Lien Bonds are also subject to mandatory redemption when the amount in the Mortgage Reserve Fund, the Revenue Fund, any amounts in the Redemption Fund not being held therein to pay the Redemption Price of Bonds for which notice of redemption has previously been given and the amount in the Debt Service Fund, exclusive of Excess Earnings, is sufficient to pay all outstanding Trustee's Fees and to redeem all outstanding Bonds.

C. On or before the 40th day prior to each January 1 or July 1, the Trustee shall determine whether the provisions of paragraphs A and B are satisfied, requiring the mandatory redemption of the Bonds in whole or in part. To the extent that any such Bonds are subject to mandatory redemption on the next January 1 or July 1, the Trustee will proceed to select for redemption as provided in Section 3.05 of this Indenture, first from all outstanding Senior Lien Bonds subject to mandatory redemption and next from all outstanding Junior Lien Bonds subject to redemption, an amount of Bonds equal to the principal amount of Bonds so subject to mandatory redemption. The Trustee will call such Bonds for redemption on the next mandatory redemption date and give notice of such call in accordance with Section 3.07 of this Indenture.

#### Section 3.05 Selection Of Bonds To Be Redeemed.

Whenever by the terms of this Indenture the Trustee is required or authorized to redeem Bonds other than pursuant to Section 3.02 of this Indenture, the Trustee shall, subject to Section 3.04.C above, select the Bonds to be redeemed in their order of maturity (and by lot within the same maturity), give the notice of redemption and pay out of moneys available for such redemption, the Redemption Price of the Bonds. In the case of redemption of any of the Senior Lien Bonds at the option of the Issuer pursuant to Section 3.02 of this Indenture, the Issuer shall give written notice to the Trustee identifying the Senior Lien Bonds to be redeemed. Such notice to the Trustee shall be given at least 45 days prior to the redemption date or such shorter period of not less than 30 days as shall be acceptable to the Trustee.

#### Section 3.06 Portions Of Bonds To Be Redeemed.

If less than all of the Bonds of like series and maturity shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected in such manner as provided in Section 3.05 of this Indenture; provided, however, that in the event that a Bond subject to

redemption pursuant to this Article III is in a denomination or Maturity Amount, as the case may be, larger than \$5,000, a portion of such Bond may be redeemed, but only in a principal amount or Maturity Amount, as the case may be, equal to \$5,000 or an integral multiple of \$5,000. Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 2.07 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount or Maturity Amount, as the case may be, equal to the unredeemed portion of the Bond so surrendered.

### Section 3.07 Notice Of Redemption.

When redemption of Bonds is authorized or required pursuant to this Article III, the Trustee shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall be dated, shall contain the name and address of the Trustee and the contact person (including telephone number) of the Trustee, shall specify the complete name of the Bonds (with series designation, date of issue and interest rate), the maturities of the Bonds to be redeemed, the Redemption Price of such Bonds, the redemption date and the place or places where amounts due upon such redemption will be payable, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, including C.U.S.I.P. identification numbers, and, in the case of Bonds to be redeemed in part only, such notices shall also specify the respective portions of the principal amount or Maturity Amount, as the case may be, to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price of such Bond, or the Redemption Price of the specified portions of the principal amount in the case of Bonds to be redeemed in part only, and that from and after such date interest on such Bonds shall cease to accrue and be payable. Such notice shall be given by mailing a copy of such notice by first class mail, postage prepaid, not less than 30 and not more than 60 days before 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 registration records, but failure so to mail any such notice to one or more registered owners shall not affect the validity of the proceedings for the redemption of Bonds with respect to the registered owners of Bonds to which notice was duly mailed. Notwithstanding the foregoing, the Trustee shall send notice of redemption to two national information services that disseminate notices of redemption as provided above by a secure means (which may be by facsimile transmission or certified mail, return receipt requested), which permits the Trustee to verify the date of mailing. No such notice of redemption shall be mailed, however, unless sufficient funds have been deposited with the Trustee to pay the Redemption Price of the Bonds to be redeemed, except in the case of a redemption of Bonds pursuant to a Sinking Fund Installment or pursuant to a refunding of such Bonds.

In addition, the Trustee shall (a) send notice of redemption, as described in the first paragraph of this Section 3.07 to any depository institution which is a registered owner of Bonds, including M.S.T.C., by a secure means (which may be by facsimile transmission or certified mail, return receipt requested) such that such notice is received by such depository institution at least 2 days prior to the mailing of notice of redemption described above; (b) send a second notice of redemption; as described in the first paragraph of this Section 3.07, not more than 60 days after the redemption date to any Bondholder who has not turned Bonds in for redemption within 30 days of the redemption date and (c) in the event of an advance refunding, send notice of redemption, as described in the first paragraph of this Section 3.07 at least 30 but not more than 60 days prior to the actual redemption date.

If at the time of giving notice of redemption pursuant to a Sinking Fund Installment or in connection with a refunding of any Bonds, there shall not have been deposited with the Trustee moneys sufficient to redeem all the Bonds, or portions of them, called for redemption, such notice may state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

#### Section 3.08 Payment Of Redeemed Bonds.

Notice having been given in the manner provided in Section 3.07 of this Indenture, the Bonds or portions of them so called for redemption shall become due and payable on the redemption date so designated at their respective Redemption Prices. Upon presentation and surrender of such Bonds at the office specified in such notice, such Bonds, or portions of them, shall be paid at such Redemption Prices. If there shall be selected for redemption less than all of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to its Owner, for the unredeemed balance of the principal amount or Maturity Amount, as the case may be, of the Bond so surrendered, Bonds of like series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the payment of the Redemption Price of all the Bonds or portions of them of any like series and maturity to be redeemed shall be held by the Trustee so as to be available for redemption on said date and if notice of redemption shall have been given as set forth above, then, from and after the redemption date interest on the Bonds or portions of the Bonds of such series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions of them shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

**Section 3.09 Cancellation.**

All Bonds which have been redeemed, paid or retired or received by the Trustee for exchange shall not be reissued but shall be canceled and destroyed by the Trustee.

*Article IV.*

*Establishment And Application Of Funds.*

**Section 4.01 The Pledge Effected By This Indenture.**

The Bonds are special limited obligations of the Issuer. The Bonds are payable solely from and secured by the Trust Estate. There are by this Indenture pledged for the payment of the principal, premium, if any, and interest on the Bonds in accordance with their terms and the provisions of this Indenture, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture, all of the pledged property established under this Indenture, which pledge shall constitute a first lien on such property with respect to the Bonds.

**Section 4.02 Establishment Of Funds.**

The following Funds are by this Indenture established with the Trustee:

- A. Revenue Fund;
- B. Debt Service Fund, which shall contain a Principal Account and an Interest Account;
- C. Mortgage Reserve Fund;
- D. Redemption Fund;
- E. Expense Fund; and
- F. Rebate Fund.



#### Section 4.03 Deposit Of Revenues.

Except as provided in the following sentence, all Revenues shall promptly upon receipt by the Trustee be deposited in the Revenue Fund. Revenues which have been received by persons collecting Revenues on behalf of the Issuer but have not yet been paid over directly to the Trustee by such persons shall not be required to be so deposited until so paid over; provided that such Revenues held by such persons shall be deemed to have been received by the Trustee.

#### Section 4.04 Transfers From Revenue Funds.

On January 2 of each year, commencing January 2, 1993, the Trustee shall transfer from the Revenue Fund to the Issuer an amount of money not in excess of \$\_\_\_\_\_, to be used solely for paying the costs of calculating the amount, if any, of Excess Earnings to be transferred to the Rebate Fund, and the amount, if any, on deposit in the Rebate Fund to be forwarded to the United States. At the direction of the Issuer, the Trustee shall transfer from the Revenue Fund to the Rebate Fund the Excess Earnings, if any, required to be transferred in order to comply with the Rebate Covenants, when such amounts are required to be transferred pursuant to the terms of the Tax Agreement. Excess Earnings, together with amounts on deposit in the Rebate Fund and investment earnings on those amounts, shall be excluded from the pledge and lien of this Indenture. The Trustee shall transfer any remaining amounts in the Revenue Fund as provided below in the following order of priority, the requirements of each such transfer (including the making up of any deficiencies resulting from lack of Revenues sufficient to make any earlier required transfer) at the time of transfer to be satisfied, and the results of such satisfaction being taken into account, before any transfer is made subsequent in priority:

A. At least five Business Days prior to the first day of each month, the Trustee shall transfer amounts on deposit in the Revenue Fund representing Mortgage Principal Payments to the Debt Service Fund for credit to the Principal Account. Any balance then in the Principal Account in excess of the sum of (i) any due and unpaid Principal Installments of the Bonds and (ii) any Principal Installments to become due on the next Principal Installment date on the outstanding Bonds shall then be transferred by Trustee from the Principal Account to the Redemption Fund.

B. At least five Business Days prior to the first day of each month, the Trustee shall transfer from the Revenue Fund to the Redemption Fund all amounts on deposit in the Revenue Fund representing Principal Prepayments.

C. At least five Business Days prior to the first day of each month (or, in the case of transfers to the Debt Service Fund pursuant to paragraph (1) below, on such other dates as may be required for the payment of Bonds being redeemed), the Trustee shall transfer from the Revenue Fund, first, all amounts representing Mortgage Interest Payments, then all other amounts other than amounts representing Mortgage Principal Payments and Principal Prepayments, and apply such amounts as follows and in the following order:

(1) To the Debt Service Fund (i) first, for credit to the Interest Account, if and to the extent required so that the balance in the Interest Account shall equal the sum of (a) any due and unpaid interest on the Bonds, and (b) the interest to become due on the next interest payment date or the next redemption date on the Outstanding Bonds, and (ii) second, for credit to the Principal Account, if and to the extent required so that the balance in the Principal Account shall equal the sum of (a) any due and unpaid Principal Installments of the Bonds, and (b) any Principal Installments to become due on the next Principal Installment date on the Outstanding Bonds;

(2) To the Expense Fund amounts equal to 1/12 of the next due Mortgage Trust Insurance Premium, 1/12 of the next due Special Hazard Insurance Premium, and 1/6 of the next due semiannual Trustee's Fee, in that order;

(3) To the Mortgage Reserve Fund, if and to the extent required so that the balance in said Fund shall equal the Mortgage Reserve Requirements; and

(4) To the extent of any remaining balance, to the Redemption Fund.

#### Section 4.05 Debt Service Fund.

A. (1) The Trustee shall pay out of the Interest Account in the Debt Service Fund on each interest payment date for any of the Senior Lien Bonds, the amount required for the interest payment on the Senior Lien Bonds on such date. The Trustee shall pay out of the Principal Account in the Debt Service Fund on each Principal Installment due date, the amount required for the Principal Installment payable with respect to the Senior Lien Bonds and, if any, the Junior Lien Bonds on such due date. On any redemption date, the Trustee shall pay out of the Interest Account in the Debt Service Fund the amount required for the payment of interest on the Senior Lien Bonds then to be redeemed.

(2) Amounts in the Principal Account with respect to any Sinking Fund Installment (together with amounts in the Interest Account with respect to interest on the Senior Lien Bonds for which such Sinking Fund Installment was established) shall be applied by the Trustee to the redemption of Senior Lien Bonds of the maturity for which such Sinking Fund Installment was established in an amount not exceeding that necessary to complete the retirement of such Sinking Fund Installment as provided below. As soon as practicable after the 40th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, in accordance with Section 3.03.C of this Indenture, by giving notice as provided in Section 3.07 of this Indenture, on such due date Senior Lien Bonds of the maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of such Sinking Fund Installment, provided that for this purpose such Sinking Fund Installment shall be adjusted pursuant to Section 3.03 of this Indenture. Such notice shall be given regardless of whether or not moneys for such Sinking Fund Installment shall have been deposited in the Debt Service Fund and without any instructions of the Issuer. All expenses in connection with such redemption of Senior Lien Bonds shall be paid from the Expense Fund.

B. In satisfaction, in whole or in part, of any Sinking Fund Installment, the Issuer may deliver to the Trustee at least 40 days prior to the due date of such Sinking Fund Installment for cancellation, Senior Lien Bonds of the series and maturity for which such Sinking Fund Installment was established.

C. The Trustee shall, at any time at the written direction of the Issuer, apply amounts available in the Principal Account to pay the principal portion of, and in the Interest Account to pay the accrued interest on, Bonds of the maturity coming due in the then current Bond Year which may be purchased at a price no greater than the Redemption Price of such Bonds. Bonds so purchased shall be canceled and the principal amount so purchased shall be applied as a credit against the applicable principal amount of Senior Lien Bonds or Accreted Value of Junior Lien Bonds, as the case may be, within a maturity of Bonds to be otherwise redeemed. Bonds shall be purchased only in integral multiples of \$5,000 of principal amount or Maturity Amount, as the case may be.

#### Section 4.06 Redemption Fund.

A. All moneys transferred to the Redemption Fund shall be applied, to the extent of such moneys on deposit in such Fund, for redemption as provided in Section 3.04 of this Indenture. The Trustee shall call Bonds for redemption pursuant to Section 3.07 of this Indenture without any further instruction or authorization from the Issuer.

B. The Trustee shall, at the written direction of the Issuer, apply moneys in the Redemption Fund to the purchase of Bonds at a price not to exceed the applicable Redemption Price of such Bonds. Such written direction of the Issuer shall be given prior to 40 days before any redemption date.

#### Section 4.07 Mortgage Reserve Fund.

A. No more than five Business Days prior to each interest payment date on the Senior Lien Bonds, the Trustee shall calculate the amount, if any, then in the Mortgage Reserve Fund which is in excess of the Mortgage Reserve Requirement. The amount of such excess shall be transferred to the Redemption Fund.

B. If the amount in the Interest Account or the Principal Account in the Debt Service Fund shall be less than the amount required to be in either of such Accounts in order to pay interest or principal of Senior Lien Bonds when due, the Trustee shall apply amounts from the Mortgage Reserve Fund to eliminate the deficiency first in the Interest Account and second in the Principal Account.

C. Whenever the amount in the Mortgage Reserve Fund, the Revenue Fund, any amounts in the Redemption Fund not being held therein to pay the Redemption Price of Bonds for which notice of redemption has previously been given and the amount in the Debt Service Fund, exclusive of Excess Earnings, is sufficient to fully pay all outstanding Trustee's Fees and to pay all Outstanding Bonds in accordance with their terms (including principal and interest on such Bonds), the funds on deposit in the Mortgage Reserve Fund shall be transferred to the Redemption Fund.

#### Section 4.08 Expense Fund.

Amounts in the Expense Fund shall be paid out from time to time by the Trustee for the Mortgage Trust Insurance Premiums and the Special Hazard Insurance Premiums, and for Trustee's Fees; provided, however, that the Trustee's Fee shall be an annual amount equal to 0. \_\_\_ % of the Bond Obligation (but not less than \$5,000) annually payable in semiannual installments on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year.

#### Section 4.09 Deficiencies In The Debt Service Fund.

A. Deficiencies in the Debt Service Fund shall be satisfied in the following manner and in the following order:

(1) In the event, on the fifth Business Day prior to an interest payment date, the amount in the Interest Account in the Debt Service Fund (after giving effect to all transfers pursuant to Section 4.04 of this Indenture) is insufficient to pay the interest to become due on the Senior Lien Bonds on such interest payment date, the Trustee shall withdraw and deposit in the Interest Account from the following Funds and in the following priority, to the extent that there remains a deficiency:

- (a) From the Mortgage Reserve Fund;
- (b) From the Redemption Fund (but only to the extent there are amounts in the Redemption Fund not needed to redeem Bonds for which notice has been given in accordance with Article III of this Indenture);
- (c) From the Principal Account; and
- (d) From the Expense Fund.

(2) In the event, on the fifth Business Day prior to a principal payment date, the amount in the Principal Account in the Debt Service Fund (after giving effect to all transfers pursuant to Section 4.04 of this Indenture) is insufficient to pay the Principal Installments due on the Bonds on such principal payment date, the Trustee shall withdraw and deposit in the Principal Account from the following Funds and in the following priority, to the extent that there remains a deficiency:

- (a) From the Mortgage Reserve Fund;
- (b) From the Redemption Fund (but only to the extent there are amounts in the Redemption Fund not needed to redeem Bonds for which notice has been given in accordance with Article III of this Indenture); and
- (c) From the Expense Fund.

#### Section 4.10 Rebate Fund.

Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Indenture. Investment earnings in the Rebate Fund shall be retained in the Rebate Fund. The Issuer shall give written directions to the Trustee to pay to the United States at the times required by the Code, out of amounts deposited in the Rebate Fund, the amounts required to be paid to the United States as provided in the Rebate Covenants.

#### Section 4.11 Amounts Remaining In Funds.

Any amounts remaining in any Fund (other than Excess Earnings and amounts on deposit in the Rebate Fund to the extent amounts in the Rebate Fund are required to be paid to the United States) after full payment of the Bonds and upon satisfaction of all claims against the Issuer under this Indenture (including the Trustee's Fees), or upon the making of adequate provision for the payment of such amounts, as permitted by this Indenture, (a) all moneys remaining in all Funds and accounts shall be remitted to the Issuer to be used for any lawful purpose and (b) the Issuer shall be permitted to sell, assign, transfer or otherwise dispose of any Mortgage Loan or any Mortgage Loan Participation then outstanding.

### *Article V.*

#### *Investment Of Funds.*

#### Section 5.01 Deposits And Transfers.

A. All moneys held by the Trustee under the provisions of this Indenture shall be deposited with the corporate trust department of the Trustee and/or one or more Depositories in trust for the Trustee in a separate account or accounts clearly identified as a trust account or accounts for the benefit of the Bondholders. All moneys deposited with the Trustee or any Depository under the provisions of this Indenture shall be held in trust and applied only in accordance with the provisions of this Indenture, and each of the Funds established by this Indenture shall be a trust fund for the purposes of such Funds.

B. All moneys deposited with the Trustee shall be credited to the particular Fund to which such moneys belong.

C. Any transfer required to be made from one Fund to another Fund may be made by book transfer of any moneys or investments or portions of investments without liquidating any investment in order to make such transfer unless the funds required to be transferred are needed to make payments out of the Fund to which such funds were transferred at the time of transfer.

### Section 5.02 Investment Of Certain Funds.

A. Moneys held in the Funds shall be invested and reinvested by the Trustee in an Investment Agreement, or, at the written direction of the Issuer, in other Investment Securities the principal of which will mature not later than the last day of the month of such investment; provided, however, that Investment Securities in the Mortgage Reserve Fund shall mature not later than the Business Day preceding the interest payment date following the date of such investment. All moneys in the Funds shall be invested in an Investment Agreement during the term of the Investment Agreement.

B. In the event that the Issuer or the Trustee has notice that the long-term deposit rating or long-term debt rating of a provider of any Investment Agreement under this Indenture which is secured concurrently with the delivery of the Bonds is reduced below the Investment Rating Requirement such that the Trustee has the option of terminating the Investment Agreement, it shall immediately notify the other and the Bond Insurer, and the Trustee shall, to the extent reasonably practicable, replace such Investment Agreement with an Investment Agreement acceptable to the Trustee and the Bond Insurer, but only in the event that such replacement will not adversely affect the rating on the Bonds. The Trustee shall notify the Bond Insurer of any termination or replacement of the Investment Agreement.

C. Interest (except that which represents a return of accrued interest paid in connection with the purchase by the Issuer or Trustee of any investment) earned on any moneys or investments in such Funds, other than the Rebate Fund, shall be transferred into the Revenue Fund as received, except to the extent that such earnings are required to be transferred to the Rebate Fund in accordance with the Tax Agreement.

D. The Trustee shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to this Indenture.

E. The Trustee shall give notice to the provider of an Investment Agreement in accordance with the terms of an Investment Agreement so as to receive funds under such Investment Agreement in the amounts required for payments of principal of and interest on the Bonds and on the Business Day prior to the date such payments are due.

### Section 5.03 Accounting For Investments.

Obligations purchased as an investment of moneys in any Fund created under the provisions of this Indenture shall be at all times a part of such Fund and any profit realized from the liquidation of such investment shall

be credited to such Fund and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

## *Article VI.*

### *Particular Covenants.*

#### Section 6.01 Payment Of Bonds.

The Issuer shall duly and punctually pay or cause to be paid, but solely from the Trust Estate, the principal, premium, if any, and the interest on such Bonds, as applicable, in the priority, at the dates and places and in the manner specified in the Bonds and this Indenture, according to their true intent and meaning.

#### Section 6.02 Extension Of Payment Of Bonds.

The Issuer shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time for payment of interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to any payment out of Revenues or Funds established by this Indenture, including the investments, if any, of such Revenues or Funds, pledged under this Indenture or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to this Indenture) held by the Trustee, except subject to the prior payment of the principal of all Bonds outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

#### Section 6.03 Instruments Of Further Assurance.

The Issuer will do, execute, acknowledge and deliver or cause to be done, executed and acknowledged, and delivered, such further acts, deeds, conveyances, assignments, instruments, transfers and assurances as the Bond Trustee may reasonably require for the better assuring, transferring, conveying, granting, pledging, assigning and confirming the Mortgage Loans, Mortgage Notes, Mortgage Loan Participations, Participation Notes, Revenues, funds and Investment Securities held in any Fund under this



Indenture, proceeds of the foregoing and the Issuer's right, title and interest in and to the foregoing, and all other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the Issuer may become bound to pledge or assign.

**Section 6.04 Power To Issue Bonds And Pledge Revenues And Other Funds.**

The Issuer is duly authorized under all applicable laws to authorize and issue the Bonds and to pledge, and create a lien upon, the Trust Estate in the manner and to the extent provided in this Indenture and no other authorization or consent is required therefor. The Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance on it or with respect to it except the pledge and lien granted by this Indenture and all corporate and other action on the part of the Issuer to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their terms and the terms of this Indenture.

**Section 6.05 Maintenance Of Mortgage Trust Insurance Policy.**

The Trustee covenants and agrees, to the extent reasonably practicable, to maintain and keep and comply with the conditions of (i) a Mortgage Trust Insurance Policy insuring 100% of all covered losses on such Mortgage Loans purchased with the proceeds of the 1978 Bonds with a policy limit of at least 10% of the outstanding aggregate principal amount of such Mortgage Loans purchased with the proceeds of the 1978 Bonds Outstanding as of the date of delivery of the Bonds (less any claims made and paid), and (ii) a Mortgage Trust Insurance Policy insuring 100% of all covered losses on such Mortgage Loan Participations purchased with the proceeds of the 1979 Bonds with a policy limit of at least \_\_\_\_\_% of the outstanding aggregate principal amount of such Mortgage Loan Participations purchased with the proceeds of the 1979 Bonds Outstanding as of the date of delivery of the Bonds (less any claims made and paid) in full force and effect for as long as the Bonds are Outstanding. In the event that the Trustee has actual knowledge that the rating of the issuer of any Mortgage Trust Insurance Policy is less than that required for a Qualified Insurer, the Trustee shall immediately notify the Issuer. In such event, the Trustee shall, to the extent reasonably practicable, obtain from a Qualified Insurer a replacement policy comparable to such Mortgage Trust Insurance Policy with a total coverage which is at least equal to the then existing coverage of such Mortgage Trust Insurance Policy.

#### Section 6.06 Maintenance Of Special Hazard Insurance Policy.

The Trustee covenants and agrees, to the extent reasonably practicable, to maintain and keep and comply with the conditions of the Special Hazard Insurance Policy in amounts (less any claim made and paid) at all times equal to \$ \_\_\_\_\_ respecting the Mortgage Loans purchased with the proceeds of the 1978 Bonds and \$ \_\_\_\_\_ respecting the Mortgage Loan Participations purchased with the proceeds of the 1979 Bonds, in full force and effect throughout the term of this Indenture insuring against losses due to co-insurance and physical hazards not covered in the State by standard hazard insurance. In the event that the Trustee has actual knowledge that the rating of the issuer of any Special Hazard Insurance Policy is less than that required for a Qualified Insurer, the Trustee shall immediately notify the Issuer. In such event, the Issuer shall, to the extent reasonably practicable, obtain from a Qualified Insurer a replacement policy comparable to such Special Hazard Insurance Policy.

#### Section 6.07 Enforcement Of Mortgage Loans And Mortgage Loan Participations.

A. The Trustee shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms, covenants and conditions of all Mortgage Loans and all Mortgage Loan Participations, including the prompt payment of all Mortgage Interest Payments and Mortgage Principal Payments and all other amounts due the Issuer under them. Except as provided in Section 6.14 of this Indenture, while the Bonds are Outstanding, the Trustee shall not release the obligations of any borrower under any Mortgage Loan or any Mortgage Loan Participation and shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Trustee and of the Bondholders under or with respect to each Mortgage Loan and Mortgage Loan Participation; provided that the Trustee shall have the power and authority to settle a default on any Mortgage Loan and Mortgage Loan Participation on such terms as the Trustee shall determine to be in the best interests of the Issuer and the Bondholders and to forbear from taking action with respect to enforcement of a Mortgage Loan or any Mortgage Loan Participation if it determines such forbearance to be in the best interests of the Issuer and the Bondholders.

B. Whenever it shall be necessary in order to protect and enforce the rights of the Issuer under a Mortgage Loan or a Mortgage Loan Participation and to protect and enforce the rights and interests of Bondholders under this Indenture, the Trustee shall take steps to enforce any policy or certificate of insurance relating to such Mortgage Loan or Mortgage Loan Participation and to request the Servicer to foreclose the mortgage or to enforce the security interest and to collect, hold and maintain

or to sell or otherwise dispose of the property securing the Mortgage Loan or Mortgage Loan Participation which is in default under the provisions of such Mortgage Loan or Mortgage Loan Participation.

C. The Issuer by this Indenture assigns its rights, interest and privileges under the Servicing Agreements to the Trustee so that the Trustee may enforce any and all duties and obligations of the Servicers under the Servicing Agreements.

#### Section 6.08 Assignment Or Disposition Of Mortgage Loans.

A. The Issuer and the Trustee shall not sell, assign, transfer or otherwise dispose of any Mortgage Loan or any Mortgage Loan Participation which is not in default or any of the rights of the Issuer and the Trustee with respect to any such Mortgage Loan or any Mortgage Loan Participation unless the sale price of such Mortgage Loans and Mortgage Loan Participations received by them is at least equal to the aggregate of (i) the principal amount of such Mortgage Loans and Mortgage Loan Participations remaining unpaid, (ii) the interest to accrue on all Bonds to be redeemed by the Trustee as a result of the sale of such Mortgage Loans and Mortgage Loan Participations to the next call date of the Senior Lien Bonds, provided such interest has not been previously paid, (iii) the redemption premium on the Bonds to be so redeemed, if any and (iv) the costs and expenses of the Trustee in effecting the redemption of the Bonds so to be redeemed, less (a) the amount of applicable moneys in the Redemption Fund and the Mortgage Reserve Fund and available for application to the redemption of such Bonds in accordance with the terms and provisions of this Indenture, as determined by the Trustee and (b) the amount of any other legally available funds of the Issuer transferred to the Redemption Fund for the purpose of such redemption.

B. The Issuer and the Trustee shall not sell, assign, transfer or otherwise dispose of any Mortgage Loan or Mortgage Loan Participation in default or any of the rights of the Issuer and the Trustee with respect to any such Mortgage Loan or Mortgage Loan Participation unless the sales price of such Mortgage Loans and Mortgage Loan Participations received by them is at least equal to the aggregate of (i) the principal amount of such Mortgage Loans and Mortgage Loan Participations remaining unpaid, (ii) the interest to accrue on all Bonds to be redeemed by the Trustee as a result of the sale of such Mortgage Loans and Mortgage Loan Participations to the next call date of the Bonds, provided such interest has not been previously paid, (iii) the redemption premium on the Bonds to be so redeemed, if any and (iv) the costs and expenses of the Trustee in effecting the redemption of the Bonds so to be redeemed, less (a) the amount of applicable moneys in the Redemption Fund and the Mortgage Reserve Fund and available for application to the redemption of such Bond in accordance with the terms and provisions of this Indenture, as determined by the Trustee, (b) the amount of any other legally

available funds of the Issuer transferred to the Redemption Fund for the purpose of such redemption and (c) any future transfers to the Redemption Fund for the purpose of such redemption to which the Issuer has committed itself or for which it has made provision. Notwithstanding the foregoing, other than pursuant to subparagraph B above, the Issuer and the Trustee shall not voluntarily sell, assign, transfer or otherwise dispose of any Mortgage Loan or any Mortgage Loan Participation and use the proceeds of such Mortgage Loan or Mortgage Loan Participation for the redemption of Bonds except through the optional redemption provisions of Section 3.02 of this Indenture.

**Section 6.09 Amendment Of Mortgage Loans And Mortgage Loan Participations.**

The Issuer shall not consent or agree to or permit any amendment or modification of any Mortgage Loan or any Mortgage Loan Participation which will in any manner materially impair or materially adversely affect the rights or security of the Bondholders under this Indenture in such Mortgage Loan or such Mortgage Loan Participation except for amendments and modifications made in connection with settling any default on any Mortgage Loan or any Mortgage Loan Participation, which settlement the Issuer and the Trustee determine to be in the best interests of the Issuer and the Bondholders.

**Section 6.10 Power As To Mortgage Loans And Mortgage Loan Participations.**

The Issuer and the Trustee have, and will have so long as any Bonds are Outstanding, good right and lawful power to hold and collect payments due on all Mortgage Loans and all Mortgage Loan Participations.

**Section 6.11 Limitations On Trustee's Fees.**

In no event shall the Issuer incur fees and expenses of the Trustee in excess of the amount of the Trustee's Fee or expend any amount from the Expense Fund for fees and expenses of the Trustee in excess of the amount of the Trustee's Fee, except as provided in Section 7.05A of this Indenture.

**Section 6.12 Statement Of Projected Revenues, Debt Service And Expenses.**

A. The Issuer shall file or cause to be filed a Statement of Projected Revenues, Debt Service and Expenses with the Trustee prior to any optional redemption or purchase of Bonds, or disposition of Mortgage Loans or Mortgage Loan Participations.

B. A Statement of Projected Revenues, Debt Service and Expenses shall consist of a certificate of an Authorized Officer of the Issuer or of the Issuer's duly authorized agent for such purpose, setting forth, for the current and each succeeding Bond Year in which Bonds are scheduled to be Outstanding, a schedule of all anticipated Revenues, which may include reasonably expected Principal Prepayments and Recovery Payments, and of all amounts expected to be withdrawn from the Mortgage Reserve Fund, the Expense Fund, the Redemption Fund and the Debt Service Fund to pay Debt Service, premiums on the Mortgage Trust Insurance Policy and the Special Hazard Insurance Policy and estimated Trustee's Fees, together with a schedule of Debt Service, such premiums on the Mortgage Trust Insurance Policy and the Special Hazard Insurance Policy, such Trustee's Fees, anticipated deposits to Funds to make up any anticipated deficiencies and anticipated purchases or redemption of Bonds. The Statement of Projected Revenues, Debt Service and Expenses filed in connection with the disposition of Mortgage Loans and Mortgage Loan Participations pursuant to Section 6.08 shall evidence compliance with the preconditions established in that Section. The certificate shall also state that the assumptions made in such Statement of Projected Revenues, Debt Service and Expenses are reasonable.

C. The Issuer by this Indenture covenants that it will only purchase Bonds or redeem Bonds pursuant to an optional redemption out of amounts in the Redemption Fund, or dispose of Mortgage Loans and Mortgage Loan Participations in accordance with Section 6.08 of this Indenture, if the most recent Statement of Projected Revenues, Debt Service and Expenses demonstrates that such action will not adversely affect the then ability of the Issuer to pay from the Trust Estate, when due, the principal, premium, if any, and interest on the Bonds.

**Section 6.13 Creation Of Liens.**

The Issuer shall not issue any bonds or other evidences of indebtedness, other than the Bonds, secured by a pledge of the Trust Estate and shall not create or cause to be created or suffer to exist any lien, pledge, mortgage, security interest, charge or encumbrance on the Trust Estate; provided, however, that nothing in this Indenture shall prevent the Issuer from issuing other evidences of indebtedness secured by a pledge of Revenues to

be derived on and after such date as the pledge of the Revenues provided in this Indenture shall be discharged and satisfied as provided in Section 11.01 of this Indenture.

#### Section 6.14 Arbitrage And Tax Covenant.

A. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which could cause any Junior Lien Bond to be an "arbitrage bond" under Section 148 of the Code or the applicable Treasury Regulations thereunder.

B. The Issuer shall at all times do and perform, or cause to be done and performed, all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Junior Lien Bonds shall be excluded from gross income for federal income tax purposes to their holders. In furtherance of such covenant, the Issuer shall comply with the Rebate Covenants contained in the Tax Agreement and the Trustee agrees to comply with instructions received from the Issuer in furtherance of the covenants contained in the Tax Agreement.

#### Section 6.15 Enforcement Of Servicing Agreements.

So long as the Bonds are Outstanding, the Issuer shall maintain in full force and effect Servicing Agreements with Servicers and shall diligently enforce, or cause the Trustee to enforce, all covenants, undertakings and obligations of the Servicers under the Servicing Agreements. The Trustee will duly perform all duties and obligations imposed upon it by the Servicing Agreements, including without limitation, acting as servicer whenever a Servicer is terminated pursuant to the provisions of the applicable Servicing Agreement.

### *Article VII.*

#### *Defaults And Remedies.*

#### Section 7.01 Remedies.

Subject to the provisions of this Indenture, the Bondholders and the Trustee acting for all of the Bondholders shall be entitled to all of the rights and remedies provided or permitted by law.

### Section 7.02 Events Of Default.

Each of the following events is declared an "Event of Default" under this Indenture:

(1) if default shall be made in the due and punctual payment of the principal amount or the Maturity Amount, as the case may be, or the Redemption Price of any Bond, as applicable, when and as the same shall become due and payable, whether at maturity or by call for redemption, or otherwise;

(2) if default shall be made in the due and punctual payment of any installment of interest on any Senior Lien Bond or the unsatisfied balance of any Sinking Fund Installment for such payment (except when such installment is due on the maturity date of such Senior Lien Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable; or

(3) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such default shall continue for a period of 30 days after written notice of such default to the Issuer by the Trustee.

### Section 7.03 Acceleration Of Maturities.

Upon the occurrence and continuance of an Event of Default, the Trustee may, and upon the written request of the Owners of not less than 25% of the Bond Obligation shall, proceed to declare all Bonds Outstanding immediately due and payable; and such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Senior Lien Bonds (with priority over the Junior Lien Bonds) an amount equal to the total principal amount of all such Bonds, plus all interest accrued on them and which will accrue on them, to the date of payment and there shall be due and payable on the Junior Lien Bonds an amount equal to their Accreted Value, to the date of payment.

At any time after such Bonds Outstanding shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Indenture the Trustee may, and upon the written request of the Owners of not less than a majority of the Bond Obligation shall, annul such declaration and its consequences with respect to any Bonds not then due by their terms if (a) all

matured installments of interest and principal or Redemption Price (other than principal then due only because of such declaration) of all Outstanding Bonds shall have been paid or duly provided for; (b) moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (c) all other amounts then payable by the Issuer under this Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (d) every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent default or Event of Default or impair any right consequent on such subsequent default or Event of Default.

#### Section 7.04 Enforcement Of Remedies.

Subject to the provisions of Section 7.03 of this Indenture, upon the happening and continuance of an Event of Default, the Trustee may proceed, and upon written request of the Owners of not less than 25% of the Bond Obligation shall proceed, to protect and enforce, or cause the protection and enforcement of, its rights and the rights of the Owners under applicable laws and under the Indenture including enforcement of any rights under the Servicing Agreements, the Mortgage Trust Insurance Policy and the Special Hazard Insurance Policy by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, for the specific performance of any covenant or agreement contained in this Indenture or in aid or execution of any power or legal or equitable remedy, as otherwise the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all unpaid amounts then or during any default becoming, and at any time remaining, due from the Issuer for principal, interest or otherwise under any of the provisions of this Indenture or of the Bonds and unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under this Indenture and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners, and to recover and enforce any judgment or decree against the Issuer, but solely as provided in this Indenture and in such Bonds, for a portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from moneys in the Funds pledged to secure the Bonds under the provisions of this Indenture, except the Rebate Fund, and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable.



**Section 7.05 Application Of Revenues And Other Moneys After Default.**

A. During the continuance of an Event of Default, the Trustee shall apply such Revenues and other property as follows and in the following order:

(1) to the payment of all fees, extraordinary fees and expenses of the Trustee, including counsel fees and expenses, notwithstanding any other provision of this Indenture, including Section 6.11 of this Indenture, limiting the amount of Trustee's Fee;

(2) to the payment of the premiums due on the Mortgage Trust Insurance Policy and the Special Hazard Insurance Policy; and

(3) to the payment of the principal, premium, if any, and interest then due on the Bonds, subject to the provisions of Section 6.02 of this Indenture, as follows:

(a) unless the principal of all the Bonds shall have become or have been declared due and payable,

First -- to the payment to the persons entitled thereto of all interest then due on the Senior Lien Bonds, in the order of the due date of such interest and, if the amount available shall not be sufficient to pay in full said amount, then to the payment ratably, according to the amounts due to the persons entitled thereto, without any discrimination or privilege; and

Second -- to the payment to the persons entitled thereto of the unpaid principal of any of the Senior Lien Bonds which shall have become due (other than Senior Lien Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Senior Lien Bonds from the respective dates upon which they became due at the rate borne by such Senior Lien Bonds, and, if the amount available shall not be sufficient to pay in full the Senior Lien Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third -- to the payment to the persons entitled thereto of the Accreted Value of the Junior Lien Bonds which shall have become due (other than Junior Lien Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the

amount available shall not be sufficient to pay in full the Accreted Value of the Junior Lien Bonds due on any particular date, then to the payment ratably, according to the amount of Accreted Value due on such date, to the persons entitled thereto without any discrimination or privilege; and.

(b) If the principal of all the Bonds shall have become due, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Senior Lien Bonds, 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 Senior Lien Bond over any other Senior Lien Bond, ratably, according to the amounts due respectively for principal and interest to the persons entitled thereto without any discrimination or privilege, and then to the payment of the Accreted Value then due and unpaid upon the Junior Lien Bonds in the same manner.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.05, such moneys shall be applied at such times, and from time to time, as the Trustee 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. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or cancellation if fully paid.

#### Section 7.06 Control Of Proceedings By Owners.

Anything in this Indenture to the contrary notwithstanding, the Owners of a majority of the Bond Obligation shall have the right by an instrument or concurrent 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 under this Indenture; provided that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture; and provided, further, that the Trustee shall have the right to decline to follow any such direction, if the Trustee in good faith shall determine that such proceedings so directed would involve it in personal liability or be unjustly prejudicial to the Owners of the Bond Obligation not taking part in such direction.

### Section 7.07 Restrictions Upon Action By Individual Owner.

Subject to Section 7.09 of this Indenture, no Owner shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust under this Indenture or for any other remedy under this Indenture unless such Owner previously shall have given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Owners of not less than 25% of the Bond Obligation shall have made written request of the Trustee after the right to exercise such powers or rights 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 above or to institute such action, suit or proceeding in its or their names, and unless, also there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred in or by the exercise of such powers or the institution of such action, suit or proceeding, 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 by this Indenture declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Indenture or to any other remedy under this Indenture. It is understood and intended that, except as otherwise provided above, no one or more Owners hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or to enforce any right under this Indenture except in the manner provided in this Indenture, that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in this Indenture and for the benefit of all Owners of such Outstanding Bonds, and that any individual right of action or other right given to one or more of such Owners by law is restricted by this Indenture to the rights and remedies provided in this Indenture.

### Section 7.08 Actions By Trustee.

All rights of action under this Indenture or under any of the Bonds secured by it, 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 them, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all of the Owners of such Bonds, subject to the provisions of this Indenture.

**Section 7.09 Right To Enforce Payment Of Bonds Unlimited.**

Nothing in this Article VII shall affect or impair the right of any Owner to enforce the payment of the Accreted Value or principal of and interest on his or her Bond, as the case may be, or the obligation of the Issuer to pay the Accreted Value or principal of and interest on each Bond to the Owner of such Bond as the case may be, at the time and place expressed in said Bond.

**Section 7.10 Remedies Not Exclusive.**

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute.

**Section 7.11 Effect Of Waiver And Other Circumstances.**

No delay or omission of the Trustee or of any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence in such default; and every power and remedy given by this Article VII to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

**Section 7.12 Notice Of Default.**

The Trustee shall mail, to all Owners of Bonds within 30 days of discovery of receipt of written notice by the Trustee of the occurrence of any Event of Default, written notice of the occurrence of such Event of Default.

*Article VIII.*

*Concerning The Trustee.*

**Section 8.01 Acceptance Of Trust.**

The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Indenture. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations should be read into this Indenture against the Trustee. If an Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of his or her own affairs. The Trustee agrees to perform such trusts only upon and subject to the following express terms and conditions:

A. The Trustee may execute any of the trusts or powers of this Indenture and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts of this Indenture and duties under this Indenture, and may in all cases pay such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection with the foregoing. In the event of the negligence or misconduct of any attorney, agent, receiver or employee of the Trustee, the Trustee shall diligently pursue all remedies of the Trustee against such attorney, agent, receiver or employee. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice. The Trustee by this Indenture (i) acknowledges receipt of the Mortgage Notes and the files relating to them and to the Mortgage Loan Participations, (ii) confirms that it holds the Mortgage Notes and the Participation Notes for the benefit of the Issuer but subject to the lien of this Indenture and (iii) agrees that any insurance proceeds received by it under the title insurance policies, standard hazard insurance policies and mortgage insurance policies and programs covering the Mortgage Loans and Mortgage Loan Participations will be applied as Revenues in accordance with this Indenture.

B. The Trustee shall not be responsible for a recital in this Indenture, or in the Bonds (except for the Trustee's certificate of authentication upon the Bonds), or for the investment of moneys as provided in this Indenture (provided that no investment shall be made by the Trustee except in compliance with the provisions of this Indenture applicable to such investment), or for the validity of the execution by the Issuer of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued under this Indenture or intended to be secured by this Indenture, or for the value or title of the property including the Mortgage Loans and Mortgage Loan Participations conveyed in this Indenture. The Trustee shall have no obligation to perform any of the duties of the Issuer or any Servicer, except as otherwise provided in this Indenture.

C. The Trustee shall not be accountable for the use or application by the Issuer of any of the Bonds or the proceeds of the Bonds or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by the Servicers.

D. The Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including Counsel's Opinion), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture shall be conclusive and binding upon all current and future Owners of the Bonds. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange of or in place of such Bonds.

E. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Officer of the Issuer as sufficient evidence of the facts contained in such certificate and, prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (G) of this Section 8.01, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

F. The permissive right to the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

G. The Trustee shall not be deemed to have notice of any default under this Indenture except Events of Default under Sections 7.02(1) and (2) of this Indenture, or failure by the Issuer to provide any document or report under this Indenture to the Trustee, or failure of any document, report or opinion provided to the Trustee under this Indenture to conform to the requirements provided in this Indenture.

H. At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right but not the duty to inspect fully any and all books, papers and records of the Issuer and the Servicers pertaining to the Bonds, the Mortgage Loans or the Mortgage Loan Participations, and to take such memoranda from them and in regard to them as may be reasonably desired.

I. 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.

J. Notwithstanding anything contained elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bond, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, including the Trustee's consent to any Supplemental Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence of such authentication, withdrawal, release or other action, in addition to that by the terms of this Indenture required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

K. Before taking any action under this Indenture at the direction of the Issuer or the Owners of the Bonds, the Trustee may require that a satisfactory indemnity or surety bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all of the fees and extraordinary fees and liability, except liability which is adjudicated to have resulted from its negligence or willful default, in connection with any action so taken.

L. All moneys received by the Trustee shall, until used or applied or invested as provided in this Indenture, be held in trust for the purposes for which they were received and shall be segregated from other funds at all times. The Trustee shall not be under any liability for interest on any moneys received under this Indenture except such as may be agreed upon.

### Section 8.02 Compensation.

Subject to Section 6.11 of this Indenture, the Trustee shall be entitled to compensation as set forth in Section 4.08 of this Indenture for all services rendered under this Indenture, and also all reasonable out-of-pocket expenses, charges, counsel fees and other disbursements, including reasonable extraordinary fees of the Trustee and those of its attorneys, agents and employees as set forth in Section 7.05A of this Indenture, incurred in and about the performance of its powers and duties under this Indenture.

### Section 8.03 Certain Permitted Acts.

The Trustee may become the Owner of any Bonds, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority of the Bond Obligation.

### Section 8.04 Resignation Of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than 60 days written notice to the Issuer and the Owners of the Bonds of the date it desires to resign. Such resignation, however, shall not take effect until the appointment of a new Trustee under this Indenture; provided that such resignation shall take effect immediately on the successor Trustee's acceptance of appointment pursuant to Section 8.07 of this Indenture.

### Section 8.05 Removal Of Trustee.

The Trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority of the Bond Obligation or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Issuer or the Trustee. Such removal, however, shall not take effect until the appointment of a new Trustee hereunder; provided that such resignation shall take effect immediately on the successor Trustee's acceptance of appointment pursuant to Section 8.07 of this Indenture.



### Section 8.06 Appointment Of Successor Trustee.

A. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor shall be appointed by the Issuer. The Issuer shall cause notice of any such appointment made by it to be mailed, by first-class mail, postage prepaid, to the Bondholders within 20 days after such appointment.

B. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 8.06 within 45 days after the Trustee shall have given written notice as provided in Section 8.04 of this Indenture or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, its removal, or for any other reason whatsoever, the Trustee (in the case of a resignation under Section 8.04 of this Indenture) or the Owner of any Bond (in any case) may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may upon such application, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

C. Any Trustee appointed under the provisions of this Section 8.06 in succession to the Trustee shall be a bank or trust company or national banking association, having capital surplus and undivided profits aggregating at least \$50,000,000.

### Section 8.07 Transfer Of Rights And Property To Successor Trustee.

Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Issuer, an instrument accepting such appointment, and upon such acceptance such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Issuer, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in this Indenture. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor

Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Issuer.

#### Section 8.08 Merger Or Consolidation.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to such Trustee without the execution or filing of any paper or the performance of any further act.

#### Section 8.09 Adoption Of Authentication.

In case of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force that the certificate of the Trustee shall have.

### *Article IX.*

#### *Supplemental Indentures.*

#### Section 9.01 Supplemental Indentures Not Requiring Consent Of Bondholders.

For any one or more of the following purposes and at any time or from time to time, the Issuer and the Trustee may enter into a supplemental indenture, without the consent of or notice to the Bondholders:

(1) To add to the covenants and agreements of the Issuer in this Indenture, other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as in effect prior to such addition; or

(2) To add to the limitations and restrictions in this Indenture, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as in effect prior to such addition; or

(3) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Indenture, of the Trust Estate; or

(4) To subject to this Indenture additional revenues, properties or collateral; or

(5) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture; or

(6) To insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as in effect prior to the insertion of such provisions; or

(7) To modify, amend or supplement this Indenture in such manner as to permit its qualification under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state "blue sky" law; or

(8) To preserve the exclusion from gross income for federal income tax purposes of interest on the Junior Lien Bonds.

#### Section 9.02 Supplemental Indentures Effective With Consent Of Bondholders.

Subject to the terms and provisions contained in this Section 9.02, and not otherwise, the Owners of not less than a majority of the Bond Obligation shall have the right from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve any Supplemental Indenture proposed to be entered into by the Issuer and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing contained in this Indenture shall permit, or be construed as permitting (without the consent of the Owners of all Bonds Outstanding) (a) an extension in the payment of any principal or Accreted Value, as the case

may be, or Redemption Price of or interest on any Bond issued under this Indenture, or (b) a reduction in the principal amount or Accreted Value, as the case may be, or Redemption Price of any Bond, any Sinking Fund Installment on account of the Bonds or the rate of interest on any Bond, or (c) the creation of a lien upon or pledge of the Trust Estate other than the lien upon and pledge of the Trust Estate created by this Indenture, or (d) a preference or priority of any Bond over any other Bond (except as provided in this Indenture), or (e) a reduction in the aggregate amount of the Bond Obligation required for consent to such Supplemental Indenture. Nothing contained in this Indenture, however, shall be construed as making necessary the approval of Owners of any Supplemental Indenture as authorized in Section 9.01.

The Trustee shall cause notice requesting consent to any Supplemental Indenture described in this Section 9.02 to be mailed, by first class mail, postage prepaid, to all Owners. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture, and attaching to such notice a copy of such Supplemental Indenture. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail the notice required by this Section 9.02, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided in this Section 9.02.

Whenever, at any time after the date of mailing of such notice, there shall be delivered to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority in aggregate amount of the Bond Obligation then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice and shall specifically consent to and approve the execution of such Supplemental Indenture in substantially the form of the copy of such Supplemental Indenture referred to in such notice, upon such delivery but not otherwise, the modifications or amendments to this Indenture provided by such Supplemental Indenture shall become effective.

If the Owners of not less than a majority of the Bond Obligation shall have consented to and approved such Supplemental Indentures as provided in this Indenture, no Owner shall have any right to object to such Supplemental Indenture, or to object to any of the terms and provisions contained in or the operation of such Supplemental Indenture, or in any manner to question the propriety of the execution of such Supplemental Indenture, or to enjoin or restrain the Trustee or the Issuer from taking any action pursuant to the provisions of such Supplemental Indenture.

### Section 9.03 Supplemental Indentures Part Of Indenture.

Any Supplemental Indenture approved in accordance with the provisions of this Article IX shall after such approval form a part of this Indenture, and all of the terms and conditions in any such Supplemental Indenture as to any provision authorized to be contained in such Supplemental Indenture shall be and shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes. In case of any such Supplemental Indenture, express reference may be made to such Supplemental Indenture in the text of any Bonds issued after the approval of such Supplemental Indenture, if deemed necessary or desirable by the Trustee.

### Section 9.04 General Provisions.

A. This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article IX. Nothing in this Article IX shall affect or limit the right or obligation of the Issuer to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 6.03 of this Indenture or the right or obligation of the Issuer to execute and deliver to the Trustee any instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

B. Any Supplemental Indenture referred to and permitted or authorized by Sections 9.01 and 9.02 shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Indenture when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully executed and delivered in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the Issuer and enforceable in accordance with its terms, subject to standard exceptions.

C. The Trustee is by this Indenture authorized to accept the delivery of a certified copy of any Supplemental Indenture referred to and permitted or authorized by Sections 9.01 and 9.02 of this Indenture and to make all further agreements and stipulations which may be contained in such Supplemental Indenture, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

D. No Supplemental Indenture shall change or modify any of the rights or obligations of the Trustee without its written assent to such change or modification.

*Article X.**Miscellaneous.*

## Section 10.01 Defeasance.

A. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal and Accreted Value of, premium, if any, and interest due or to become due on such Bonds, at the times and in the manner stipulated in such Bonds and in this Indenture, then the pledge of the Trust Estate under this Indenture and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall upon such payment cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Issuer all moneys or securities held by it pursuant to this indenture which are not required for the payment of principal and Accreted Value of, premium, if any, and interest on the Bonds or for the Trustee's Fee. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds the principal and Accreted Value of, premium, if any, or interest due or to become due on such Bonds at the times and in the manner stipulated in such Bonds and this Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Issuer to the Owners of such Bonds shall upon such payment cease, terminate and become void and be discharged and satisfied.

B. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date of such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in subsection A of this Section 10.01. All Outstanding Bonds shall prior to their maturity or redemption date be deemed to have been paid within the meaning and with the effect expressed in subsection A of this Section 10.01 if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article III of this Indenture, notice of redemption of such Bonds on said date, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Governmental Obligations the principal of, premium, if any, the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be

sufficient (as evidenced by a verification report of an independent nationally recognized certified public accountant), to pay when due the principal and Accreted Value of, premium, if any and interest due on said Bonds on and prior to the redemption date or maturity date of such Bonds, as the case may be, and (iii) in the event said Bonds are not to be redeemed within the next succeeding 60 days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable to mail, as soon as practicable, a notice to the Owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 10.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and Accreted Value of, premium, if any and interest on said Bonds, and shall have received an opinion, in form and substance acceptable to it, of nationally recognized bond counsel as to the defeasance of such Bonds. Neither Governmental Obligations nor moneys deposited with the Trustee pursuant to this Section 10.01 nor principal of or interest payments on any such Governmental Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and Accreted Value of, premium, if any and interest on said Bonds; provided that any cash received from such principal or interest payments on such Governmental Obligations deposited with the Trustee, to the extent such cash will not be required at any time for such purpose, shall be paid over to the Issuer as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Indenture, and to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Governmental Obligations maturing at times and in amounts sufficient to pay when due the principal and Accreted Value and interest to become due on said Bonds, on or prior to such redemption date or maturity date of said Bonds, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien or pledge.

C. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed one day before the end of the statutory escheat period applicable to such moneys shall, at the written request of the Issuer, be repaid by the Trustee to the Issuer, as its absolute property and free from trust, and the Trustee shall upon such repayment be released and discharged with respect to such Bonds and the Bondholders shall look only to the Issuer for the payment of such Bonds.

#### Section 10.02 Evidence Of Signatures Of Bondholders And Ownership Of Bonds.

A. Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the

Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of this Indenture (except as otherwise expressly provided in such instrument) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bondholder or such Bondholder's attorney of such instruments may be proved by a guarantee of the signature on such instruments by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgements of deeds, that the person signing such request or other instrument acknowledged to such person the execution of it, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

B. The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registration records.

C. Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Trustee in accordance with such request or consent.

#### Section 10.03 Moneys Held For Particular Bonds.

The amounts held by the Trustee for the payment of the interest or principal or Accreted Value due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled to such amounts.

#### Section 10.04 Preservation And Inspection Of Documents.

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Issuer, and any Bondholder and their agents and their representatives, any of whom may make copies of such documents at their expense.



#### Section 10.05 Parties Interested In This Indenture.

Nothing expressed or implied in this Indenture is intended or shall be construed to confer upon, or to give to, any person, other than the Issuer, the Trustee and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee, and the Owners of the Bonds.

#### Section 10.06 No Recourse On The Bonds.

No recourse shall be had for the payment of the principal or Accreted Value of or interest on the Bonds or for any claim based on the Bonds or on this Indenture against any employee or agent of the Issuer or any person executing the Bonds.

#### Section 10.07 Severability Of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Indenture on the part of the Issuer or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this Indenture.

#### Section 10.08 Holidays.

Unless otherwise specified in this Indenture, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

#### Section 10.09 Notices.

Any notice, consent, request, complaint, demand, communication or other paper shall be in writing and shall be sufficiently given and shall be deemed given when received by the party to whom such document is sent whether by mail, overnight delivery service, telegram, telecopy or other means to the appropriate Notice Address unless otherwise specified in this Indenture. The Issuer and the Trustee may, by notice given under this Indenture, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

#### Section 10.10 Counterparts.

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

#### Section 10.11 Applicable Provisions Of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

#### Section 10.12 Captions, Et Cetera.

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

#### Section 10.13 Disclaimer Of General Liability.

It is expressly made a condition of this Indenture that any covenants or representations contained in this Indenture or contained in the Bonds or contained in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit or taxing powers of the Issuer nor obligate the Issuer in any way except as specifically provided in this Indenture, and in the event of a breach of any such covenant or representation no liability or charge payable directly or indirectly from the general revenues (other than those derived pursuant to Servicing Agreements) of the Issuer, shall derive from such

breach. No failure of the Issuer to comply with any term, condition, covenant or agreement of this Indenture or the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered pursuant to this Indenture and the Revenues derived from this Indenture. Notin contained in this Indenture shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for failure to comply with any term, condition, covenant or agreement in this Indenture; provided that no costs, expense or other monetary relief shall be recoverable from the Issuer except as may be payable from the Trust Estate. None of the elected or appointed officers or agents of the Issuer shall be liable with respect to any action taken or omitted to be taken in connection with this Indenture. Nothing contained in this Section 10.13, however, shall relieve the Issuer from the observance and performance of the several covenants and agreements on its part contained in this Indenture.

In Witness Whereof, The City of Chicago, Illinois, has caused this Indenture to be executed on its behalf by its Comptroller and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts created by this Indenture Continental Bank, National Association, Chicago, Illinois, has caused this Indenture to be executed on its behalf by one of its Vice Presidents and its corporate seal to be affixed unto this Indenture and attested by one of its Trust Officers, all as of the date first above written.

City of Chicago, Illinois

By: \_\_\_\_\_  
City Comptroller

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

Continental Bank,  
National Association

By: \_\_\_\_\_  
Its Vice President

(Seal)

Attest:

\_\_\_\_\_  
Its Trust Officer

(Sub)Exhibits "A", "B" and "C" attached to this Trust Indenture read as follows:

*(Sub)Exhibit "A".*

*Form Of Senior Lien Bond.*

No. RA-\_\_\_\_\_ \$ \_\_\_\_\_

United States Of America

City of Chicago, Illinois

Taxable Residential Mortgage Revenue Refunding Bond

Series 1992A

Interest On This Bond Is Not Exempt  
From Federal Income Taxation.

[Form of first paragraph of bond]

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.
		_____ 1, 1992	

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "Issuer"), a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, for value received, hereby promises to pay, solely from the sources mentioned below, to the Registered Owner specified above, or registered assigns, on the Maturity Date set forth above (or earlier as provided below), upon presentation and surrender of this Bond at the principal corporate trust office of Continental Bank, National Association, Chicago, Illinois, or the successor to it as Trustee (the "Trustee"), the Principal Amount specified above, and to pay, solely from the sources mentioned below, to the Registered Owner specified above, or registered assigns, interest on such Principal Amount at the Interest Rate per annum set forth above, payable on January 1 and July 1 of each year, commencing on July 1, 1992 (each an "Interest Payment Date"), until the Issuer's obligation with respect to the payment of such Principal Amount shall be discharged. This Bond shall bear interest from the later of the Dated Date or the most recent Interest Payment Date; provided, however, that if, as shown on the records of the Trustee, interest on this Bond shall be in default, the bond issued in lieu of this Bond surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the surrendered bond. Interest when due shall be paid by check or draft mailed to the Registered Owner of this Bond at such Registered Owner's address as it appears on the registration records of the Issuer, maintained by the Trustee acting as registrar (the "Registrar") and kept for that purpose at the above-mentioned principal corporate trust office of the Trustee, at the close of business on the 15th day (whether or not a business day) of the month next preceding the Interest Payment Date or the date the principal of this Bond is paid (the "Record Date") (provided, however, that payment of interest on this Bond may, at the option of any Bondholder (as

defined in the Indenture) of the Bonds (as defined in this Bond) in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to such Bondholder to the bank account number on file with the Registrar as of the Record Date) irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the Issuer shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice by deposit in the U.S. mails, postage prepaid, by the Trustee to the Registered Owners of the Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the person in whose name the Bonds are registered at the close of business on the fifth day (whether or not a business day) preceding the date of mailing. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America which on the date of payment of such principal, premium, if any, and interest is legal tender for the payment of public and private debts.

Notwithstanding the foregoing, at any time that the Bonds are all registered in the name of a securities depository or its nominee, the manner and timing of payment of the Bonds shall be governed by the agreement entered into among the Issuer, the Trustee and such securities depository.

This Bond is a special limited obligation of the Issuer and is one of a duly authorized issue of the Bonds of the Issuer designated as its "Residential Mortgage Revenue Refunding Bonds, Series 1992" (the "Bonds"), issued in two series, the Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A (the "Senior Lien Bonds") and the Tax-Exempt Residential Mortgage Revenue Refunding Bonds, Series 1991B (the "Junior Lien Bonds") issued under a Trust Indenture dated as of \_\_\_\_\_ 1, 1992, between the Issuer and the Trustee (the "Indenture") and pursuant to an Ordinance duly adopted by the City Council of the Issuer on [December 11], 1991 (the "Act") for the principal purpose of redeeming certain outstanding bonds. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee certain mortgage loans and mortgage loan participations and revenues from them and certain funds established under the Indenture for the payment of principal of and redemption premium, if any, and interest on the Bonds; provided, however, that the lien on and pledge of the Trust Estate respecting the Junior Lien Bonds shall be subject to the lien and pledge for the payment of the principal of, premium, if any, and interest on the Senior Lien Bonds. 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 to and modifications and amendments of this Indenture and to the Act are 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 with respect to such matters and the terms and conditions upon which the Bonds are issued.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture or any indenture amendatory of or supplemental to this Indenture, may be modified or amended by the Issuer and the Trustee.

This Senior Lien Bond is transferable, as provided in the Indenture, only upon the records of the Issuer kept for that purpose at the above mentioned office of the Trustee by the registered owner of this Senior Lien Bond in person, or by such registered owner's duly authorized attorney, upon surrender of this Senior Lien 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 attorney, and upon such surrender a new registered bond or bonds, and in the same series, maturity and aggregate principal amounts, shall be issued to the transferee in exchange for such Senior Lien Bond as provided in the Indenture, and upon payment of the charges prescribed in the Indenture. The Issuer and the Trustee shall deem and treat the person in whose name this Senior Lien Bond is registered as the absolute Owner of such Senior Lien Bond for the purpose of receiving payment of, or on account of, the principal or redemption price of and interest due on such Senior Lien Bond and for all other purposes.

The Bonds are issuable in the form of registered bonds without coupons in the denominations of \$5,000 or any integral multiples of \$5,000. The Owner of any of the Bonds may surrender the same at the above mentioned office of the Trustee, in exchange for an equal aggregate principal of Bonds of the same series and maturity of any of the authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

The Senior Lien Bonds maturing after January 1, 2001, are subject to redemption prior to maturity at the option of the Issuer, in whole or in part on any date on or after January 1, 2001, at a redemption price equal to their principal amount with accrued interest to the redemption date, plus a premium equal to the stated percentage of the principal amount, as set forth below:

Redemption Period	Redemption Premium
January 1, 2001 through December 31, 2001	3%
January 1, 2002 through December 31, 2002	2%
January 1, 2003 through December 31, 2003	1%
January 1, 2004 and thereafter	0%

The Senior Lien Bonds maturing on \_\_\_\_\_ 1, \_\_\_\_, are subject to mandatory redemption in part through Sinking Fund Installments on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 199\_\_, at a price equal to their Redemption Price, in the aggregate principal amounts set forth below:

Year	Principal Amount
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To the extent that Senior Lien Bonds of a maturity have been previously purchased or called for redemption from any source other than mandatory sinking fund payments, the succeeding sinking fund redemption payments for Senior Lien Bonds of such maturity shall be reduced on a proportionate basis, by an amount which in the aggregate is equal to the principal amount of such Bonds so purchased or called for redemption.

On or before the 40th day prior to each mandatory sinking fund redemption date, the Trustee will proceed to select for redemption as provided in the Indenture Senior Lien Bonds subject to mandatory redemption through Sinking Fund Installments, in an amount equal to the principal amount of Senior Lien Bonds redeemable through Sinking Fund Installments, and will call such Senior Lien Bonds for redemption on the next mandatory sinking fund redemption date and give notice of such call in accordance with the Indenture.

The Senior Lien Bonds are also subject to mandatory redemption at a redemption price equal to their Redemption Price in whole or in part on any January 1 or July 1 when the amount on deposit in the Redemption Fund representing moneys transferred pursuant to the Indenture equals \$10,000 or more; provided, however, that the Senior Lien Bonds maturing \_\_\_\_\_ 1, \_\_\_\_\_, shall not be called unless no other Senior Lien Bonds are Outstanding; and provided further, however, that under the provisions of the Indenture, the Junior Lien Bonds will not be redeemed until such time as the Senior Lien Bonds shall have been paid in full.

The Senior Lien Bonds are also subject to mandatory redemption when the amount in the Mortgage Reserve Fund, the Revenue Fund, any amounts in the Redemption Fund not being held therein to pay the Redemption Price of Bonds for which notice of redemption has previously been given, and the amount in the Debt Service Fund, exclusive of Excess Earnings, is sufficient to pay all outstanding Trustee's fees and to redeem all outstanding Bonds.

On or before the 40th day prior to each January 1 or July 1, the Trustee shall determine whether the provisions of the preceding two paragraphs are satisfied, requiring the mandatory redemption of the Bonds in whole or in part. To the extent that any such Bonds are subject to mandatory



redemption on the next January 1 or July 1, the Trustee will proceed to select for redemption as provided in the Indenture, first from all outstanding Senior Lien Bonds subject to mandatory redemption and next from all outstanding Junior Lien Bonds subject to redemption, an amount of Bonds equal to the principal amount of Bonds so subject to mandatory redemption. The Trustee will call such Bonds for redemption on the next mandatory redemption date and give notice of such call in accordance with the Indenture.

In the event of a partial redemption, the Trustee shall select the Senior Lien Bonds to be redeemed (other than pursuant to redemption at the option of the Issuer), by their order of maturity (and by lot within the same maturity). In the event that a Senior Lien Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Senior Lien Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple of \$5,000. Such redemption shall be effected upon the delivery of an exchange Bond or Bonds (except as otherwise provided in the Indenture) in aggregate principal amount equal to the unredeemed portion of the Senior Lien Bonds so redeemed in part. In the case of redemption of the Senior Lien Bonds at the option of the Issuer, the Issuer shall give written notice to the Trustee identifying the Senior Lien Bonds to be redeemed. Such notice to the Trustee shall be given at least 45 days prior to the redemption date or such shorter period of not less than 30 days as shall be acceptable to the Trustee.

This Senior Lien Bond is payable upon redemption at the above mentioned corporate trust office of the Trustee. Not less than 30 and not more than 60 days before the redemption date, the Trustee shall mail, by first class mail, postage prepaid, a notice of redemption to the registered owners of the Bonds to be redeemed as provided in the Indenture. If notice of redemption shall have been mailed as provided above, the Senior Lien Bonds or portions of the Bonds specified in said notice shall become due and payable on the redemption date, and if, on the redemption date, moneys for the redemption of all the Bonds and portions of the Bonds to be redeemed shall be available for such payment on such date, then, from and after the redemption date, interest in such Bonds or portions of the Bonds so called for redemption shall cease to accrue and be payable.

The principal of and redemption premium, if any, and interest on this Senior Lien Bond is payable only from revenues or funds of the Issuer pledged under the Indenture. Any covenants or representations contained in this Senior Lien Bond, in the Indenture or in any other document executed by the Issuer in connection with issuance, sale and delivery of the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit or taxing powers of the Issuer nor obligate the Issuer in any way except as expressly provided in the Indenture, and in the event of a breach of any such covenant or representation no liability or charge payable directly or indirectly from the general revenues (except as expressly provided in the Indenture) of the Issuer shall derive

from such breach. No failure of the Issuer to comply with any term, condition, covenant or agreement of the Indenture or the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered pursuant to the Indenture and the Revenues derived from the Indenture. Nothing contained in this Senior Lien Bond or in the Indenture shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for failure to comply with any term, condition, covenant or agreement in the Indenture; provided that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the Trust Estate. None of the elected or appointed officers or agents of the Issuer shall be liable with respect to any action taken or omitted to be taken in connection with this Senior Lien Bond or the Indenture.

It is by the Indenture certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Senior Lien Bond, exist, have happened and have been performed.

This Senior Lien Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond have been authenticated by the execution by the Trustee of the Trustee's Certificate on this Senior Lien Bond.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal or a facsimile of its corporate seal to be affixed, imprinted, engraved or otherwise reproduced on this Bond, and attested by the manual or facsimile signature of its City Clerk as of the Dated Date above specified.

City of Chicago,  
Cook County, Illinois

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

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

[Form Of Certificate Of Authentication On Bonds]

Trustee's Certificate.

This Bond is one of the bonds delivered pursuant to the within mentioned Indenture.

Dated: \_\_\_\_\_

Continental Bank, National  
Association  
Chicago, Illinois, as Trustee

By: \_\_\_\_\_  
Authorized Officer

[Form Of Assignment]

For Value Received, The undersigned by this Assignment sells, assigns and transfers unto \_\_\_\_\_

(Please Insert Social Security or

\_\_\_\_\_  
Other Identifying Number of Transferee)

\_\_\_\_\_  
(Please Print or Type Name and Address of Transferee)

the within Bond, and all rights under the within Bond, and hereby irrevocably constitutes and appoints \_\_\_\_\_ Attorney to transfer the within Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member firm of the National Association of Securities Dealers or a commercial bank or trust company.

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.

*(Sub)Exhibit "B".*

*Form Of Junior Lien Bond.*

No. RB-\_\_\_\_\_

\$ \_\_\_\_\_  
Maturity Amount

United States Of America  
City of Chicago, Illinois

Tax-Exempt Residential Mortgage Revenue Refunding Bond  
Series 1992B

Interest On This Bond Is Exempt  
From Federal Income Taxation.

[Form Of First Paragraph Of Bond]

Interest Rate	Initial Principal Amount	Maturity Date	Dated Date	C.U.S.I.P.
			_____ 1, 1992	

Registered Owner:

Maturity Amount:

The City of Chicago, Illinois (the "Issuer"), a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, for value received, hereby promises to pay, solely from the sources mentioned below, to the Registered Owner specified above, or registered assigns, on the Maturity Date set forth above (or earlier as provided below), upon presentation and surrender of this Bond at the principal corporate trust office of Continental Bank, National Association, Chicago, Illinois, or the successor to it as Trustee (the "Trustee"), the Maturity Amount specified above, unless this Bond shall have been called for prior redemption and payment of the redemption price at the Accreted Value of this Bond (as set forth in the Table of Accreted Values attached to this Bond) shall have been made or provided for. Notwithstanding the foregoing, the Accreted Value of this Bond shall be paid by check or draft mailed to the Registered Owner of this Bond at such Registered Owner's address as it appears on the registration records of the Issuer, maintained by the Trustee acting as registrar (the "Registrar") and kept for that purpose at the above-mentioned principal corporate trust office of the Trustee, at the close of business on the 15th day (whether or not a business day) of the month next preceding the applicable payment date (the "Record Date") (provided, however, that payment of the Accreted Value of this Bond may, at the option of any Bondholder (as defined in the Indenture) of the Bonds (as defined below) in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to such Bondholder to the bank account number on file with the Registrar as of the Record Date) irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such applicable payment date. The Accreted Value of this Bond shall be payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

Notwithstanding the foregoing, at any time that the Bonds are all registered in the name of a securities depository or its nominee, the manner and timing of payment of the Bonds shall be governed by the agreement entered into among the Issuer, the Trustee and such securities depository.

This Bond is a special limited obligation of the Issuer and is one of a duly authorized issue of the Bonds of the Issuer designed as its "Residential Mortgage Revenue Refunding Bonds, Series 1992" (the "Bonds"), issued in two series, the Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A (the "Senior Lien Bonds") and the Tax-Exempt Residential Mortgage Revenue Bonds, Series 1991B (the "Junior Lien Bonds") issued under a Trust Indenture dated as of \_\_\_\_\_ 1, 1992, between the Issuer and the Trustee (the "Indenture") and pursuant to an Ordinance duly adopted by the City Council of the Issuer on [December 11], 1991 (the "Act") for the principal purpose of redeeming certain outstanding bonds. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee certain mortgage loans and mortgage loan participations and revenues from them and certain funds established under the Indenture for the payment of the Accreted Value of the Junior Lien Bonds; provided, however, that the lien on and pledge of the Trust Estate shall be subject to the lien and pledge for the payment of the principal of, premium, if any, and interest on the Senior Lien Bonds and shall be a valid claim of the owner of this Bond and the respective owners of the Junior Lien Bonds only against the Trust Estate. 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 to and modifications and amendments of this Indenture and to the Act 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 with respect to such matters and the terms and conditions upon which the Bonds are issued. To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture or any indenture amendatory of or supplemental to this Indenture, may be modified or amended by the Issuer and the Trustee.

This Junior Lien Bond is transferable, as provided in the Indenture, only upon the records of the Issuer kept for that purpose at the above mentioned office of the Trustee by the registered owner of this Junior Lien Bond in person, or by such registered owner's duly authorized attorney, upon surrender of this Junior Lien 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 attorney, and upon such surrender a new registered bond or bonds, and in the same series, maturity and aggregate principal amounts, shall be issued to the transferee in exchange for such Junior Lien Bond as provided in the Indenture, and upon payment of the charges prescribed in the Indenture. The Issuer and the Trustee shall deem and treat the person in whose name this Junior Lien Bond is registered as the absolute Owner of such Junior Lien Bond for the purpose of receiving payment of, or on account of, the principal or redemption price of and interest due on such Junior Lien Bond and for all other purposes.

The Bonds are issuable in the form of registered bonds without coupons in the Maturity Amounts of \$5,000 or multiples thereof. The Owner of any of the Bonds may surrender the same at the above mentioned office of the Trustee, in exchange for equal aggregate Maturity Amounts of Bonds of the

same series and maturity of any of the authorized Maturity Amounts, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

The Junior Lien Bonds are subject to mandatory redemption in part through Sinking Fund Installments on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 199\_\_, at a price equal to their Redemption Price, in the aggregate principal amounts set forth below:

Year	Principal Amount
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To the extent that any Junior Lien Bonds have been previously purchased or called for redemption from any source other than mandatory sinking fund payments, the succeeding sinking fund redemption payments for any Junior Lien Bonds shall be reduced on a proportionate basis, by an amount which in the aggregate is equal to the principal amount of such Bonds so purchased or called for redemption.

On or before the 40th day prior to each mandatory sinking fund redemption date, the Trustee will proceed to select for redemption as provided in the Indenture Bonds subject to mandatory redemption through Sinking Fund Installments, in an amount equal to the principal amount of Bonds redeemable through Sinking Fund Installments, and will call such Bonds for redemption on the next mandatory sinking fund redemption date and give notice of such call in accordance with the Indenture.

The Bonds are subject to mandatory redemption at a redemption price equal to their Redemption Price in whole or in part on any January 1 or July 1 when the amount on deposit in the Redemption Fund representing moneys transferred pursuant to the Indenture equals \$10,000 or more; provided, however, that under the provisions of the Indenture, the Junior Lien Bonds will not be redeemed until such time as the Senior Lien Bonds shall have been paid in full.

On or before the 40th day prior to each January 1 or July 1, the Trustee shall determine whether the provisions of the preceding paragraph are satisfied, requiring the mandatory redemption of the Bonds in whole or in part. To the extent that any such Bonds are subject to mandatory redemption on the next January 1 or July 1, the Trustee will proceed to select for redemption as provided in the Indenture, first from all outstanding Senior Lien Bonds subject to mandatory redemption and next from all outstanding Junior Lien Bonds subject to redemption, an amount of Bonds equal to the principal amount of Bonds so subject to mandatory redemption. The Trustee will call such Bonds for redemption on the next mandatory

redemption date and give notice of such call in accordance with the Indenture.

This Junior Lien Bond is payable upon redemption at the above mentioned corporate trust office of the Trustee. Not less than 30 and not more than 60 days before the redemption date, the Trustee shall mail, by first class mail, postage prepaid, a notice of redemption to the registered owners of the Bonds to be redeemed as provided in the Indenture. If notice of redemption shall have been mailed as provided above, the Bonds or portions of the Bonds specified in said notice shall become due and payable on the redemption date, and if, on the redemption date, moneys for the redemption of all the Bonds and portions of the Bonds to be redeemed shall be available for such payment on such date, then, from and after the redemption date, interest in such Bonds or portions of the Bonds so called for redemption shall cease to accrue and be payable.

The Accreted Value of this Junior Lien Bond is payable only from revenues or funds of the Issuer pledged under the Indenture. Any covenants or representations contained in this Junior Lien Bond, in the Indenture or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit or taxing powers of the Issuer nor obligate the Issuer in any way except as expressly provided in the Indenture, and in the event of a breach of any such covenant or representation no liability or charge payable directly or indirectly from the general revenues (except as expressly provided in the Indenture) of the Issuer shall derive from such breach. No failure of the Issuer to comply with any term, condition, covenant or agreement of the Indenture or the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered pursuant to the Indenture and the Revenues derived from the Indenture. Nothing contained in this Bond or in the Indenture shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for failure to comply with any term, condition, covenant or agreement in the Indenture; provided that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the Trust Estate. None of the elected or appointed officers or agents of the Issuer shall be liable with respect to any action taken or omitted to be taken in connection with this Bond or the Indenture.

It is by the Indenture certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Junior Lien Bond, exist, have happened and have been performed.

This Junior Lien Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Junior



Lien Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate on this Junior Lien Bond.

In Witness Whereof, The City of Chicago, Illinois has caused this Junior Lien Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal or a facsimile of its corporate seal to be affixed, imprinted, engraved or otherwise reproduced on this Bond, and attested by the manual or facsimile signature of its City Clerk as of the Dated Date above specified.

City of Chicago,  
Cook County, Illinois

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

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

[Form Of Certificate Of Authentication On Bonds]

**Trustee's Certificate.**

**This Bond is one of the bonds delivered pursuant to the within mentioned Indenture.**

Dated: \_\_\_\_\_

Continental Bank, National  
Association  
Chicago, Illinois, as Trustee

By: \_\_\_\_\_  
Authorized Officer

[Form Of Assignment]

For Value Received, The undersigned by this Assignment sells, assigns  
and transfers unto \_\_\_\_\_

(Please Insert Social Security or

Other Identifying Number of Transferee)

(Please Print or Type Name and Address of Transferee)

the within Bond, and all rights under the within Bond, and hereby  
irrevocably constitute and appoints \_\_\_\_\_ Attorney to  
transfer the within Bond on the books kept for registration of the within  
Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

Notice: Signature(s) must be  
guaranteed by a member firm  
of the National Association  
of Securities Dealers or a  
commercial bank or trust  
company.

Notice: The Signature to this assign-  
ment must correspond with the  
name as it appears upon the face  
of the within Bond in every parti-  
cular, without alteration or enlarge-  
ment any change whatever.

*(Sub)Exhibit "C".*

*Table Of Accreted Values.*

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*Exhibit "B".\**

*1992 First Escrow Agreement.*

*(Continental Bank, National Association)*

This 1992 First Escrow Agreement, dated \_\_\_\_\_, 1992, is by and between the City of Chicago (the "City") and Continental Bank, National Association, Chicago, Illinois, as Custodian (the "Custodian") under the 1978 Indenture (as defined below), and as Escrow Trustee under this 1992 First Escrow Agreement (the "Escrow Trustee").

\*Note: Exhibit "B" consists of two Escrow Agreements with Continental Bank, National Association and The First National Bank of Chicago, respectively.

*1. Preliminary.*

(a) The City at present has outstanding certain of its Single-Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer), 1978 Series A (the "1978 Series A Bonds") authorized by the Trust Indenture, dated as of July 1, 1978, among the City, First Wisconsin Trust Company, as Trustee, and the Custodian (the "1978 Indenture"). Terms not otherwise defined in this 1992 First Escrow Agreement shall have the same meaning assigned to those terms in the 1978 Indenture.

(b) The outstanding 1978 Series A Bonds mature on July 1 in the following years, are payable as to principal in the following amounts and bear interest per year at the following rates:

Due July 1	Principal Amount	Interest Rate
1992	\$	6.60%
1993		6.65
1994		6.70
1995		6.75
1996		6.80
1997		6.85
1998		6.90
1999		6.90
2009		7.125

(c) The 1978 Series A Bonds described in Section 1(b) of this 1992 First Escrow Agreement are referred to herein as the "Refunded Bonds". The Refunded Bonds are payable as to interest on each January 1 and July 1 to and including their date of maturity or earlier redemption. Principal and interest on the Refunded Bonds are payable at the offices of the Custodian.

(d) As more fully described in this 1992 First Escrow Agreement, the City has determined to provide for the refunding of the Refunded Bonds by depositing with the Escrow Trustee an amount sufficient to provide for the

refunding of the Refunded Bonds by paying principal of the Refunded Bonds as those amounts come due; and by paying interest on the Refunded Bonds, as such amounts come due, after January 1, 1992.

## *2. Creation Of Escrow Account.*

There is created and establish with the Escrow Trustee an escrow account designated City of Chicago Escrow Account No. \_\_\_\_\_ (the "1992 First Escrow Account") to be held in the custody of the Escrow Trustee. The 1992 First Escrow Account shall be held as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from all other funds of the City or the Custodian or the Escrow Trustee, all as provided in this 1992 First Escrow Agreement.

## *3. Deposits In And Transfers From The 1992 First Escrow Account.*

(a) Concurrently with the execution and delivery of this 1992 First Escrow Agreement, the City is depositing with the Escrow Trustee, for deposit in the 1992 First Escrow Account, the amount of \$ \_\_\_\_\_ (the "Escrow Deposit"). Of this aggregate amount, the Escrow Trustee is to (i) apply the amount of \$ \_\_\_\_\_ to purchase the investment obligations listed in Schedule 1 to this 1992 First Escrow Agreement (the "Investment Obligations") and (ii) hold the remaining \$ \_\_\_\_\_ as an initial cash balance (the "Initial Cash"). The Escrow Deposit is derived from a portion of the proceeds of the City's Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A (the "Refunding Bonds") issued pursuant to the Trust Indenture, dated as of \_\_\_\_\_ 1, 1992, between the City and Continental Bank, National Association, as trustee (the "1992 Indenture") and from certain monies constituting the Initial Cash.

(b) All of the Investment Obligations are Government Obligations (as defined in the 1978 Indenture but limited only to such of those investments which at the time of purchase are rated "AAA" by Standard & Poors' Corporation and "Aaa" by Moody's Investors Service, Inc.). Except as provided in Section 10 of this 1992 First Escrow Agreement, there shall be no right of the City or the Escrow Trustee to substitute any obligation for the Investment Obligations. The principal of and interest on the Investment Obligations when due, together with the Initial Cash, will be sufficient, without any reinvestment to (i) pay principal on the Refunded Bonds as those amounts come due, including by reason of sinking fund installments; and (ii) to pay interest coming due on the Refunded Bonds after January 1, 1992. The Escrow Trustee acknowledges receipt of the Escrow Deposit from the City and confirms the acquisition and deposit in the 1992 Escrow Account of the Investment Obligations and the Initial Cash.

(c) Receipt is also acknowledged by the Custodian of irrevocable instructions from the City to provide the notice required by the 1978 Indenture of the defeasance of the Refunded Bonds, such notice to be substantially in the form as set forth in the attached Schedule.

(d) The deposit into the 1992 First Escrow Account of the Investment Obligations and the Initial Cash constitutes an irrevocable deposit for the benefit of the holders of the Refunded Bonds, subject to Section 5 of this 1992 First Escrow Agreement. Those Investment Obligations and that Initial Cash, together with any interest or other investment earnings on the 1992 First Escrow Account, while on deposit in the 1992 First Escrow Account, shall be held in escrow and shall be applied to the payment of the principal of and interest on the Refunded Bonds as follows:

(i) On each interest payment date for the Refunded Bonds beginning July 1, 1992 and on each interest payment date thereafter, the Escrow Trustee shall pay from the 1992 First Escrow Account to the Custodian an amount equal to the interest on the Refunded Bonds which is payable on those interest payment dates;

(ii) On each principal payment date for the Refunded Bonds beginning July 1, 1992 and on each principal payment date thereafter as those amounts come due, the Escrow Trustee shall pay from the 1992 First Escrow Account to the Custodian an amount equal to the principal of the Refunded Bonds which is payable on those principal payment dates, including by reason of sinking fund installments.

Upon all amounts being applied, as required to the payment of interest on and principal of the Refunded Bonds through their respective maturity dates, any remaining amounts in the 1992 First Escrow Account shall be paid by the Escrow Trustee to the City as its property free and clear of the 1978 Indenture and this 1992 First Escrow Agreement.

#### *4. Acknowledgement; Payment Of The Refunded Bonds.*

Based on the attached verification report of Deloitte & Touche, the Escrow Trustee acknowledges that it holds in the 1992 First Escrow Account Investment Obligations, the principal of and interest on which when due, together with the Initial Cash, will be sufficient, without any reinvestment, to pay the interest on and the principal of the Refunded Bonds which is to be paid from the 1992 First Escrow Account as more fully described in Section 3(d) of this 1992 First Escrow Agreement.

*5. Payment Of Excess Funds To City.*

If at any time the Escrow Trustee shall hold in the 1992 First Escrow Account amounts which are sufficient without any reinvestment of the Initial Cash and the maturing principal of and interest on the Investment Obligations, to pay the principal of and interest on the Refunded Bonds which is to be paid from the 1992 First Escrow Account, as more fully described in Section 3(d) of this 1992 First Escrow Agreement, any amounts in excess of these amounts shall be paid by the Escrow Trustee to the City as its property free and clear of the 1978 Indenture and this 1992 First Escrow Agreement. No such payment shall be made unless the Escrow Trustee shall have received (i) a certificate from an independent certified public accountant, selected by the City, to the effect that the Initial Cash and the maturing principal of and interest on the Investment Obligations to remain in the 1992 First Escrow Account will be sufficient, without any reinvestment, to pay the principal of and interest on the Refunded Bonds which is to be paid from the 1992 First Escrow Account, as more fully described in Section 3(d) of this 1992 First Escrow Agreement; and (ii) an opinion of nationally recognized bond counsel, selected by the City and acceptable to the Escrow Trustee, to the effect that (a) the payment of such excess amounts to the City will not cause the interest on any bonds of the City to become subject to federal income taxation and (b) provision for the payment of the Refunded Bonds shall continue to have been made within the meaning of the 1978 Indenture.

*6. Acceptance By Escrow Trustee; Investment Of Cash Balances; Ability To Cure Deficiencies.*

By this 1992 First Escrow Agreement the Escrow Trustee establishes the 1992 First Escrow Account, accepts the Escrow Deposit and agrees to apply the Escrow Deposit, the Initial Cash and the principal of and interest on Investment Obligations in accordance with the provisions of this 1992 First Escrow Agreement and the provisions of the 1978 Indenture, including, particularly, and without limitation, Article III and Article VII of the 1978 Indenture. The Escrow Trustee agrees to give the notice to which reference is made in Section 3(c) of this 1992 First Escrow Agreement as so instructed by the City. The Escrow Trustee shall to the extent practicable invest cash balances on hand from time to time in the 1992 First Escrow Account in Government Obligations with a yield (computed in accordance with the actuarial method of computing yield and based on the initial public offering price of the 1978 Bonds of less than \_\_\_\_\_% and maturing so as to be available when required to pay when due the principal of and interest on the Refunded Bonds which is to be paid from the 1992 First Escrow Account, as more fully described in Section 3(d) of this 1992 First Escrow Agreement. To the extent it is not practicable so to invest cash balances, the Escrow Trustee

shall not, in any manner, invest such cash balances on hand from time to time in the 1992 First Escrow Account.

*7. Liabilities Of City And Escrow Trustee.*

The City assumes liability for, and agrees (whether or not any of the transactions contemplated by this 1992 First Escrow Agreement are consummated) to indemnify, protect, save and keep harmless the Escrow Trustee and its respective successors, assigns, agents and servants from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Trustee (whether or not also indemnified against by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this 1992 First Escrow Agreement, the establishment of the 1992 First Escrow Account, the acceptance of the Escrow Deposit, the purchase of the Investment Obligations, the deposit of the Initial Cash in the 1992 First Escrow Account, the purchase, sale or retention of the Investment Obligations or the proceeds of the Investment Obligations or any payment, transfer or other application of money or securities by the Escrow Trustee in accordance with the provisions of this 1992 First Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Trustee against its own negligence or willful misconduct. In no event shall the City be liable to any person by reason of the transactions contemplated by this 1992 First Escrow Agreement other than to the Escrow Trustee as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 1992 First Escrow Agreement.

The Escrow Trustee and its respective successors, assigns, agents and servants shall not be held to any personal liability whatever, in tort, contract or otherwise, in connection with the execution and delivery of this 1992 First Escrow Agreement, the establishment of the 1992 First Escrow Account, the purchase of the Investment Obligations and deposit of the Initial Cash in the 1992 First Escrow Account, the sale, purchase or retention of securities or investments or the proceeds of those securities or any payment, transfer or other application of money or securities by the Escrow Trustee in accordance with the provisions of this 1992 First Escrow Agreement or by reason of any act, omission or error of the Escrow Trustee made in good faith in the conduct of its duties.



*8. Fees And Expenses Of Escrow Trustee.*

The City agrees to pay \$ \_\_\_\_\_ to the Escrow Trustee as and for the full amount due the Escrow Trustee for its fees and expenses, including reasonable attorneys' fees, and expenses, for its services rendered under this 1992 First Escrow Agreement. The Escrow Trustee agrees that it shall have no claim against or lien upon any money or investments in the 1992 First Escrow Account for payment of its fees or expenses or for payment of any amounts owed to it by the City under this 1992 First Escrow Agreement (including, without limitation, under Section 7 of this 1992 First Escrow Agreement) or otherwise.

*9. Annual Reports.*

On or about July 15th in each year, commencing July 15, 1992 and ending July 15, 2009, the Escrow Trustee shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made under this 1992 First Escrow Agreement during the preceding twelve months. Such report shall also list all obligations held in the 1992 First Escrow Agreement and the amount of money contained in it as of the July 2 preceding the date of the report. The July 15, 2009 report shall set forth the amounts transferred by the Escrow Trustee to the City, as provided in Section 3 of this 1992 First Escrow Agreement.

*10. Subsequent Action.*

(a) This 1992 First Escrow Agreement may be amended or supplemented, the Investment Obligations or any portion of them may be sold or redeemed, or invested or reinvested in any manner provided (and such amendment, supplement, direction to sell or redeem, or invest or reinvest to be referred to as a "Subsequent Action"), upon submission to the Escrow Trustee of each of the following:

(i) A direction of the City authorizing the Subsequent Action, signed by the City Comptroller;

(ii) An opinion of nationally recognized bond counsel, selected by the City and acceptable to the Escrow Trustee, to the effect that the Subsequent Action (A) will not cause the interest on the Refunded Bonds to become not exempt from federal income taxation; (B) will not violate the covenants in the 1978 Indenture or the 1992 Indenture; (C) will not cause the Refunded Bonds to become "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended and the Treasury

Regulations thereunder; (D) does not materially adversely affect the legal rights of the holders of the Refunded Bonds, as provided in this 1992 First Escrow Agreement; and (E) will not have the effect of causing any Refunded Bonds which had been defeased not to be defeased under the provisions of Article VII of the 1978 Indenture;

(iii) An opinion of a firm of independent certified public accountants, selected by the City and acceptable to the Escrow Trustee, to the effect that the Investment Obligations and money available or to be available for payment of the Refunded Bonds will, without consideration of any reinvestment thereof, remain sufficient to pay the principal of and interest on the Refunded Bonds, to be paid from the 1992 First Escrow Account as more fully described in Section 3(d) of this 1992 First Escrow Agreement after taking of the Subsequent Action.

(b) In the event of a Subsequent Action which involves any substitution of Investment Obligations in the 1992 First Escrow Account, the Trustee shall provide notice of such substitution in writing to any rating agency which at that time has assigned a rating on the Refunded Bonds.

(c) Except as provided above, all of the rights, powers, duties and obligations of the Escrow Trustee under this 1992 First Escrow Agreement shall not be subject to amendment by the Escrow Trustee and shall be binding on any successor to the Escrow Trustee during the term of this 1992 First Escrow Agreement.

(d) Except as provided above, all of the rights, powers, duties and obligations of the City under this 1992 First Escrow Agreement shall not be subject to amendment by the City and shall be binding on any successor to the City during the term of this 1992 First Escrow Agreement.

#### *11. Receipt By Escrow Trustee Of Indenture.*

Receipt of a true and correct copy of the 1978 Indenture is acknowledged by the Escrow Trustee.

#### *12. Escrow Irrevocable.*

The 1992 First Escrow Account created by this 1992 First Escrow Agreement shall be irrevocable. This 1992 First Escrow Account shall terminate when the Escrow Trustee shall have paid all funds from the 1992 First Escrow Agreement in accordance with Section 3 of this 1992 First Escrow Agreement.

The City and the Escrow Trustee have each caused this 1992 First Escrow Agreement to be executed by its duly authorized officers as of its date.

City of Chicago, Illinois

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

Continental Bank, National  
Association, as Escrow Trustee

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

*1992 Second Escrow Agreement.*

*(The First National Bank Of Chicago)*

This 1992 Second Escrow Agreement, dated \_\_\_\_\_, 1992, is by and between the City of Chicago (the "City") and The First National Bank of Chicago, Chicago, Illinois, as Custodial Trustee (the "Custodial Trustee") under the 1979 Indenture (as defined below), and as Escrow Trustee under this 1992 Second Escrow Agreement (the "Escrow Trustee").

*1. Preliminary.*

(a) The City at present has outstanding certain of its Mortgage Participation Revenue Bonds, Issue A (the "1979 Bonds") authorized by the Trust Indenture, dated as of March 1, 1979, among the City, First Wisconsin Trust Company, as Beneficiary Trustee and the Custodial Trustee (the "1979 Indenture"). Terms not otherwise defined in this 1992 Second Escrow Agreement shall have the same meaning assigned to those terms in the 1979 Indenture.

(b) The outstanding 1979 Bonds mature on November 1 in the following years, are payable as to principal in the following amounts and bear interest per year at the following rates:

Due November 1	Principal Amount	Interest Rate
1992	\$	6.40%
1993		6.50
1994		6.60
1995		6.70
1996		6.80
1997		6.85
1998		6.90
1999		6.95
2008		6.75
2009		7.20

(c) The 1979 Bonds described in Section 1(b) of this 1992 Second Escrow Agreement maturing on and after \_\_\_\_\_, 199\_\_, are referred to herein as the "Currently Refunded Bonds". The remaining 1979 Bonds described in Section 1(b) of this 1992 Second Escrow Agreement are referred to herein as the "Advance Refunded Bonds". The Currently Refunded Bonds and the Advance Refunded Bonds are referred to together as the "Refunded Bonds". The Refunded Bonds are payable as to interest on each May 1 and November 1 to and including their date of maturity or earlier redemption. Principal of and interest on the Refunded Bonds are payable at the offices of the Custodial Trustee.

(d) As more fully described in this 1992 Second Escrow Agreement, the City has determined to provide for the refunding of the Refunded Bonds by depositing with the Escrow Trustee an amount sufficient to provide for the refunding of the Currently Refunded Bonds by paying principal of, redemption premium and interest due on the Currently Refunded Bonds on May 1, 1992; and by paying principal of the Advance Refunded Bonds as those amounts come due, and by paying interest on the Advance Refunded Bonds, as such amounts come due, on and after May 1, 1992.

## *2. Creation Of Escrow Account.*

There is created and established with the Escrow Trustee an escrow account designated City of Chicago Escrow Account No. \_\_\_\_\_ (the "1992 Second Escrow Account") to be held in the custody of the Escrow Trustee. The 1992 Second Escrow Account shall be held as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from all other funds of the City or the Custodial Trustee or the Escrow Trustee, all as provided in this 1992 Second Escrow Agreement.

## *3. Deposits In And Transfers From The 1992 Second Escrow Account.*

(a) Concurrently with the execution and delivery of this 1992 Second Escrow Agreement, the City is depositing with the Escrow Trustee, for deposit in the 1992 Second Escrow Account, the amount of \$ \_\_\_\_\_ (the "Escrow Deposit"). Of this aggregate amount, the Escrow Trustee is to (i) apply the amount of \$ \_\_\_\_\_ to purchase the investment obligations listed in Schedule 1 to this 1992 Second Escrow Agreement (the "Investment Obligations") and (ii) hold the remaining \$ \_\_\_\_\_ as an initial cash balance (the "Initial Cash"). The Escrow Deposit is derived from a portion of the proceeds of the City's Taxable Residential Mortgage Revenue Refunding Bonds, Series 1992A, the City's Tax-Exempt Residential Mortgage Revenue Refunding Bonds, Series 1992B (together the "Refunding Bonds") issued pursuant to the Trust Indenture, dated as of \_\_\_\_\_ 1, 1992, between the City and Continental Bank, National Association, as trustee (the "1992 Indenture") and from certain monies constituting the Initial Cash.

(b) All of the Investment Obligations are Investment Securities (as defined in clause (1) of the definition of Investment Securities in the 1979 Indenture). Except as provided in Section 10 of this 1992 Second Escrow Agreement, there shall be no right of the City or the Escrow Trustee to substitute any obligation for the Investment Obligations. The principal of and interest on the Investment Obligations when due, together with the Initial Cash, will be sufficient, without any reinvestment to (i) pay principal of redemption premium and interest due on the Currently Refunded Bonds on May 1, 1992, (ii) pay principal of the Advance Refunded Bonds as those amounts come due, including by reason of sinking fund installments; and (iii) to pay interest coming due on the Advance Refunded Bonds on and after May 1, 1992. The Escrow Trustee acknowledges receipt of the Escrow Deposit from the City and confirms the acquisition and deposit in the 1992 Escrow Account of the Investment Obligations and the Initial Cash.

(c) Receipt is also acknowledged by the Custodial Trustee of irrevocable instructions from the City to provide the notice required by the 1979 Indenture of (i) the defeasance of the Refunded Bonds and (ii) the redemption

of the Currently Refunded Bonds on May 1, 1992, such notices to be substantially in the form as set forth in the attached Schedules.

(d) The deposit into the 1992 Second Escrow Account of the Investment Obligations and the Initial Cash constitutes an irrevocable deposit for the benefit of the holders of the Refunded Bonds, subject to Section 5 of this 1992 Second Escrow Agreement. Those Investment Obligations and that Initial Cash, together with any interest or other investment earnings on the 1992 Second Escrow Account, while on deposit in the 1992 Second Escrow Account, shall be held in escrow and shall be applied to the payment of the principal of and interest on the Refunded Bonds as follows:

(i) On May 1, 1992, the Escrow Trustee shall pay from the 1992 Second Escrow Account to the Custodial Trustee an amount equal to the principal of, redemption premium and interest on the Currently Refunded Bonds payable on such date;

(ii) On each interest payment date for the Advance Refunded Bonds beginning May 1, 1992 and on each interest payment date thereafter, the Escrow Trustee shall pay from the 1992 Second Escrow Account to the Custodial Trustee an amount equal to the interest on the Advance Refunded Bonds which is payable on those interest payment dates;

(iii) On each principal payment date for the Advance Refunded Bonds beginning May 1, 1992 and on each principal payment date thereafter as those amounts come due, the Escrow Trustee shall pay from the 1992 Second Escrow Account to the Custodial Trustee an amount equal to the principal of the Advance Refunded Bonds which is payable on those principal payment dates, including by reason of sinking fund installments.

Upon all amounts being applied, as required, to the payment of principal of, redemption premium and interest on the Currently Refunded Bonds on May 1, 1992 and to the payment of interest on and principal of the Advance Refunded Bonds through their respective maturity dates, any remaining amounts in the 1992 Second Escrow Account shall be paid by the Escrow Trustee to the City as its property free and clear of the 1979 Indenture and this 1992 Second Escrow Agreement.

#### *4. Acknowledgement; Payment Of The Refunded Bonds.*

Based on the attached verification report of Deloitte & Touche, the Escrow Trustee acknowledges that it holds in the 1992 Second Escrow Account Investment Obligations, the principal of and interest on which when due, together with the Initial Cash, will be sufficient, without any reinvestment,

to the payment of principal of, redemption premium and interest on the Currently Refunded Bonds, and to pay the interest on and the principal of the Advance Refunded Bonds which is to be paid from the 1992 Second Escrow Account as more fully described in Section 3(d) of this 1992 Second Escrow Agreement.

*5. Payment Of Excess Funds To City.*

If at any time the Escrow Trustee shall hold in the 1992 Second Escrow Account amounts which are sufficient without any reinvestment of the Initial Cash and the maturing principal of and interest on the Investment Obligations, to pay the principal of and interest on the Advance Refunded Bonds which is to be paid from the 1992 Second Escrow Account, as more fully described in Section 3(d) of this 1992 Second Escrow Agreement, any amounts in excess of these amounts shall be paid by the Escrow Trustee to the City as its property free and clear of the 1979 Indenture and this 1992 Second Escrow Agreement. No such payment shall be made unless the Escrow Trustee shall have received (i) a certificate from an independent certified public accountant, selected by the City, to the effect that the Initial Cash and the maturing principal of and interest on the Investment Obligations to remain in the 1992 Second Escrow Account will be sufficient, without any reinvestment, to pay the principal of and interest on the Advance Refunded Bonds which is to be paid from the 1992 Second Escrow Account, as more fully described in Section 3(d) of this 1992 Second Escrow Agreement; and (ii) an opinion of nationally recognized bond counsel, selected by the City and acceptable to the Escrow Trustee, to the effect that (a) the payment of such excess amounts to the City will not cause the interest on any bonds of the City to become subject to federal income taxation and (b) provision for the payment of the Refunded Bonds shall continue to have been made within the meaning of the 1979 Indenture.

*6. Acceptance By Escrow Trustee; Investment Of Cash Balances; Ability To Cure Deficiencies.*

By this 1992 Second Escrow Agreement the Escrow Trustee establishes the 1992 Second Escrow Account, accepts the Escrow Deposit and agrees to apply the Escrow Deposit, the Initial Cash and the principal of and interest on Investment Obligations in accordance with the provisions of this 1992 Second Escrow Agreement and the provisions of the 1979 Indenture, including, particularly, and without limitation, Article VI and Article XII of the 1979 Indenture. The Escrow Trustee agrees to give the notices to which reference is made in Section 3(c) of this 1992 Second Escrow Agreement as so instructed by the City. The Escrow Trustee shall to the extent practicable invest cash balances on hand from time to time in the 1992 Second Escrow Account in Investment Securities with a yield (computed in accordance with

the actuarial method of computing yield of less than \_\_\_\_\_% and maturing so as to be available when required to pay when due the principal of, redemption premium and interest on the Currently Refunded Bonds, and to pay when due the principal of and interest on the Advance Refunded Bonds which is to be paid from the 1992 Second Escrow Account, as more fully described in Section 3(d) of this 1992 Second Escrow Agreement. To the extent it is not practicable so to invest cash balances, the Escrow Trustee shall not, in any manner, invest such cash balances on hand from time to time in the 1992 Second Escrow Account.

#### *7. Liabilities Of City And Escrow Trustee.*

The City assumes liability for, and agrees (whether or not any of the transactions contemplated by this 1992 Second Escrow Agreement are consummated) to indemnify, protect, save and keep harmless the Escrow Trustee and its respective successors, assigns, agents and servants from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Trustee (whether or not also indemnified against by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this 1992 Second Escrow Agreement, the establishment of the 1992 Second Escrow Account, the acceptance of the Escrow Deposit, the purchase of the Investment Obligations, the deposit of the Initial Cash in the 1992 Second Escrow Account, the purchase, sale or retention of the Investment Obligations or the proceeds of the Investment Obligations or any payment, transfer or other application of money or securities by the Escrow Trustee in accordance with the provisions of this 1992 Second Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Trustee against its own negligence or willful misconduct. In no event shall the City be liable to any person by reason of the transactions contemplated by this 1992 Second Escrow Agreement other than to the Escrow Trustee as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 1992 Second Escrow Agreement.

The Escrow Trustee and its respective successors, assigns, agents and servants shall not be held to any personal liability whatever, in tort, contract or otherwise, in connection with the execution and delivery of this 1992 Second Escrow Agreement, the establishment of the 1992 Second Escrow Account, the purchase of the Investment Obligations and deposit of the Initial Cash in the 1992 Second Escrow Account, the sale, purchase or retention of securities or investments or the proceeds of those securities or any payment, transfer or other application of money or securities by the Escrow Trustee in accordance with the provisions of this 1992 Second



Escrow Agreement or by reason of any act, omission or error of the Escrow Trustee made in good faith in the conduct of its duties.

*8. Fees And Expenses Of Escrow Trustee.*

The City agrees to pay \$ \_\_\_\_\_ to the Escrow Trustee as and for the full amount due the Escrow Trustee for its fees and expenses, including reasonable attorneys' fees and expenses, for its services rendered under this 1992 Second Escrow Agreement. The Escrow Trustee agrees that it shall have no claim against or lien upon any money or investments in the 1992 Second Escrow Account for payment of its fees or expenses or for payment of any amounts owed to it by the City under this 1992 Second Escrow Agreement (including, without limitation, under Section 7 of this 1992 Second Escrow Agreement) or otherwise.

*9. Annual Reports.*

On or about November 15th in each year, commencing November 15, 1992 and ending November 15, \_\_\_\_\_, the Escrow Trustee shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made under this 1992 Second Escrow Agreement during the preceding twelve months. Such report shall also list all obligations held in the 1992 Second Escrow Agreement and the amount of money contained in it as of the November 2 preceding the date of the report. The November 15, \_\_\_\_\_ report shall set forth the amounts transferred by the Escrow Trustee to the City, as provided in Section 3 of this 1992 Second Escrow Agreement.

*10. Subsequent Action.*

(a) This 1992 Second Escrow Agreement may be amended or supplemented, the Investment Obligations or any portion of them may be sold or redeemed, or invested or reinvested in any manner provided (and such amendment, supplement, direction to sell or redeem, or invest or reinvest to be referred to as a "Subsequent Action"), upon submission to the Escrow Trustee of each of the following:

(i) A direction of the City authorizing the Subsequent Action, signed by the City Comptroller;

(ii) An opinion of nationally recognized bond counsel, selected by the City and acceptable to the Escrow Trustee, to the effect that the

Subsequent Action (A) will not cause the interest on the Refunded Bonds to become not exempt from federal income taxation; (B) will not violate the covenants in the 1979 Indenture or the 1992 Indenture; (C) will not cause the Refunded Bonds or any Refunding Bonds to become "arbitrage bonds" under Section 103(c) of the Internal Code of 1954, as amended, or Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder; (D) does not materially adversely affect the legal rights of the Refunded Bonds, as provided in this Escrow Agreement; and (E) will not have the effect of causing any Refunded Bonds which had been defeased not to be defeased under the provisions of Article XII of the 1979 Indenture; and

(iii) An opinion of a firm of independent certified public accountants, selected by the City and acceptable to the Escrow Trustee, to the effect that the Investment Obligations and money available or to be available for payment of the Refunded Bonds will, without consideration of any reinvestment thereof, remain sufficient to pay the principal of, redemption premium and interest on the Currently Refunded Bonds (if the Subsequent Action occurs after May 1, 1992), and to pay the principal of and interest on the Advance Refunded Bonds, to be paid from the 1992 Second Escrow Account as more fully described in Section 3(d) of this 1992 Second Escrow Agreement after the taking of the Subsequent Action.

(b) In the event of a Subsequent Action which involves any substitution of Investment Obligations in the 1992 Second Escrow Account, the Trustee shall provide notice of such substitution in writing to any rating agency which at that time has assigned a rating on the Refunded Bonds.

(c) Except as provided above, all of the rights, powers, duties and obligations of the Escrow Trustee under this 1992 Second Escrow Agreement shall not be subject to amendment by the Escrow Trustee and shall be binding on any successor to the Escrow Trustee during the term of this 1992 Second Escrow Agreement.

(d) Except as provided above, all of the rights, powers, duties and obligations of the City under this 1992 Second Escrow Agreement shall not be subject to amendment by the City and shall be binding on any successor to the City during the term of this 1992 Second Escrow Agreement.

#### *11. Receipt By Escrow Trustee Of Indenture.*

Receipt of a true and correct copy of the 1979 Indenture is acknowledged by the Escrow Trustee.

*12. Escrow Irrevocable.*

The 1992 Second Escrow Account created by this 1992 Second Escrow Agreement shall be irrevocable. This 1992 Second Escrow Agreement shall terminate when the Escrow Trustee shall have paid all funds from the 1992 Second Escrow Account in accordance with Section 3 of this 1992 Second Escrow Agreement.

The City and the Escrow Trustee have each caused this 1992 Second Escrow Agreement to be executed by its duly authorized officers as of its date.

City of Chicago, Illinois

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

The First National Bank of Chicago,  
as Escrow Trustee

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

**AUTHORIZATION FOR AMENDMENT OF REIMBURSEMENT  
AGREEMENTS WITH WESTPAC BANKING  
CORPORATION.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of the Reimbursement Agreements between the City of Chicago and Westpac Banking Corporation, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On October 1, 1984, the City Council adopted an ordinance (the "1984 Ordinance") authorizing the issuance of not to exceed \$300,000,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Revenue Bonds and Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds (the "1984 Second Lien Bonds"); and

WHEREAS, On October 16, 1984, the City Council adopted an ordinance (the "1984A Ordinance") authorizing the issuance of not to exceed \$245,000,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Revenue Bonds and Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds (the "1984A Second

Lien Bonds", and together with the 1984 Second Lien Bonds, the "Second Lien Bonds"); and

WHEREAS, The 1984 Ordinance and the 1984A Ordinance each approved a form of Reimbursement Agreement (and Letter of Credit) to be used in connection with the marketing of the related series of Second Lien Bonds; and

WHEREAS, On December 27, 1984, in connection with the issuance of \$100,000,000 aggregate principal amount of Second Lien Bonds, the City executed two Reimbursement Agreements each dated as of September 1, 1984 with Westpac Banking Corporation (the "Bank") (collectively the "1984 Reimbursement Agreements") related to the issuance by the Bank of two irrevocable documentary letters of credit in the amount of \$51,069,000 and \$53,584,000 (the "1984 Letters of Credit") respectively, securing the 1984 Series A Bonds and the 1984 Series B Bonds; and

WHEREAS, Pursuant to the terms of the 1984 Reimbursement Agreements, each of the 1984 Letters of Credit initially terminated on January 11, 1990, but was subject to successive automatic one year annual extensions on each successive January 1 unless the Bank gave proper and timely notice of its election not to further extend such 1984 Letter of Credit; and

WHEREAS, Each of the 1984 Letters of Credit currently is scheduled to terminate on January 11, 1995; and

WHEREAS, In order to further extend the 1984 Letters of Credit to secure the Second Lien Bonds beyond January 11, 1995, it is necessary that each of the 1984 Reimbursement Agreements be amended in regard to the fees payable to Bank with respect to the related 1984 Letter of Credit; now, therefore,

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

SECTION 1. Subject to approval by the Corporation Counsel, the City Comptroller is hereby authorized to negotiate and execute amendments to each of the 1984 Reimbursement Agreements with regard to the fees payable to the Bank per annum with respect to the related 1984 Letter of Credit; provided, however, that in no event shall such fees with respect to each such 1984 Letter of Credit exceed fifty one-hundredths of one percent (.50%) per annum of the average daily Letter of Credit Amount (as defined in the 1984 Reimbursement Agreements) for such 1984 Letter of Credit during each quarter.

SECTION 2. The City Comptroller is authorized to take all actions and send all notices required to be taken or sent by the bond documents related to the Second Lien Bonds including any notices or approvals required under any airline use agreement.

SECTION 3. This ordinance shall be effective upon its passage.

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AUTHORIZATION FOR ISSUANCE OF GENERAL OBLIGATION  
TENDER NOTES, SERIES 1992A, 1992B AND 1992C.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuing of City of Chicago General Obligation Tender Notes, Series 1992A in the amount of \$100,000,000, Series 1992B in the amount of \$275,000,000 and Series 1992C in the amount of \$35,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 45.

*Nays* -- Aldermen Bloom, Steele -- 2.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:21 A.M..

At this point in the proceedings, Alderman Burke moved that the City Clerk publish said ordinance in a Special Pamphlet to be made available for public inspection and distribution. The motion *Prevailed*.

The following is said ordinance as passed:

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

WHEREAS, The City has determined that it is desirable and in the public interest to issue notes of the City for the following purposes: (i) to finance the cash flow requirements of the City for the year 1992; (ii) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1992; and (iii) to finance the acquisition of necessary capital equipment to be purchased by the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its Constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

SECTION 1. Finding. The City Council hereby finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of Trust Indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this Ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes.

(a) For the purpose of providing moneys for the purposes provided in the preamble hereof, it is hereby declared necessary that the City authorize and issue from time to time, and the City hereby authorizes the issuance from time to time of, one or more series of Notes (each a "Series") each such Series

to be entitled to the benefit, protection and security of this Ordinance and an Indenture securing the same, in an aggregate principal amount determined as provided herein, payable as to principal and interest from the sources indicated in Section 3(c) of this Ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1992" (the "Notes"). The Notes of each Series shall be dated, bear interest at such rate or rates established in accordance with the related Indenture not to exceed 12% per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the related Indenture.

(b) The Notes of each Series shall be issued in the amounts and for the purposes as follows:

(i) Series 1992A (the "Series 1992A Notes"), in the principal amount at any one time outstanding of not to exceed \$100,000,000, maturing not later than December 31, 1992, for the purpose of financing the cash flow requirements of the City for the year 1992; and

(ii) Series 1992B (the "Series 1992B Notes"), in the principal amount of not to exceed \$275,000,000, maturing not later than October 31, 1993, for the purpose of providing funds to pay amounts appropriated for the year 1992 from the Corporate Fund, the Chicago Public Library (Maintenance and Operation) Fund, the City Relief (General Assistance) Fund, the Judgment Fund and the Chicago Public Library (Building and Sites) Fund; the amount to be deposited in each such fund from the proceeds of any such Series 1992B Notes shall be determined by the Comptroller, which determination shall be set forth in the notification of sale to the City Council described in Section 8(b) hereof; and

(iii) Series 1992C (the "Series 1992C Notes"), in the principal amount of not to exceed \$35,000,000, maturing not later than October 31, 1995, for the purpose of financing the acquisition of certain capital equipment to be purchased by the City as described in Exhibit B attached hereto (including interest payable on the Series 1992C Notes), for which purpose the proceeds of the Series 1992C (and net investment income thereon) are hereby appropriated; and

(iv) such additional Series as are authorized from time to time by ordinance of the City Council.

(c) The Notes and the obligation to reimburse any Bank or Banks for the payment of drawings to pay principal or purchase price of and interest on the Notes shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Principal of and interest on the Notes and such payments to any Bank shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby



appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(d) The City shall promptly pay or cause to be paid the principal or purchase price of and interest on each Note issued pursuant to this Ordinance and each related Indenture at the place, at the time and in the manner provided in such Indenture and in the Notes to the true intent and meaning thereof.

(e) Notes shall not be issued by the City pursuant to this Ordinance prior to the adoption by the City Council of the City of (i) the annual appropriation ordinance of the City for the year 1992, and (b) the ordinance providing for the levy of taxes for corporate purposes for the City for the year 1992.

**SECTION 4. Proceeds of the Notes.** The proceeds from the sale of the Notes shall be used as follows:

(a) the proceeds of the Series 1992A Notes shall be deposited in the Corporate Fund and shall be used to finance the current cash flow requirements of the City;

(b) the proceeds of the Series 1992B Notes shall be deposited in the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund as designated by the Comptroller in his notification of sale to the City Council described in Section 8(b) hereof, and shall be used for the purpose of paying amounts appropriated from such respective funds for the year 1992; and

(c) the proceeds of the Series 1992C Notes shall be used to finance the acquisition of certain capital equipment as described in Exhibit B attached hereto. The Budget Director of the City may authorize the use of such proceeds to acquire such equipment in smaller or larger quantities or substitute models and types of equipment as in his or her judgment the needs of the City or the price and availability of such equipment may require. Investment income earned with respect to undisbursed proceeds of the sale of the Series 1992C Notes may be used at the discretion of the Budget Director of the City for the purpose of acquiring capital equipment, in addition to that otherwise authorized herein, as the needs of the City may require.

**SECTION 5. Tax Levy for Reimbursement of any Bank or Banks for Drawings to Pay the Series 1992A Notes or for the Payment of the Series 1992A Notes.** Unless the Comptroller shall determine on or before December 1, 1992, that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to the

provisions of Section 11 hereof on the maturity date of the Series 1992A Notes for a drawing or drawings under the Letter of Credit issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1992A Notes, or (b) to pay the principal or purchase price of and interest on the Series 1992A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and a certified copy thereof mailed to such Bank or Banks, on or before the maturity date of the Series 1992A Notes, such ordinance to levy an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Reimbursement Agreement on or before December 31, 1993, or to pay the principal or purchase price of and interest on the Series 1992A Notes if (i) the Bank or Banks have failed to honor a proper draw under the Letter of Credit, or (ii) the Series 1992A Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Series 1992A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund established under the Indenture securing such Series 1992A Notes with respect to which such taxes were so levied.

**SECTION 6.** Tax Levy for Reimbursement of any Bank or Banks for Drawings to Pay the Series 1992B Notes or for the Payment of the Series 1992B Notes. Unless the Comptroller shall determine on or before October 1, 1993, that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to Section 11 hereof on the maturity date of the Series 1992B Notes for a drawing or drawings under the Letter of Credit issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1992B Notes, or (b) to pay the principal or purchase price of and interest on the Series 1992B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks, and a certified copy thereof mailed to such Bank or Banks, on or before the maturity date of the Series 1992B Notes, such ordinance to levy an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1994, or to pay the principal or purchase price of and interest on the Series 1992B Notes if (i) the Bank or Banks have failed to honor a proper draw under the Letter of Credit, or (ii) the Series 1992B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Series 1992B Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 6 into the Note Fund established under the Indenture securing such Series 1992B Notes with respect to which such taxes were so levied.

**SECTION 7. Direct Annual Tax for Reimbursement of any Bank or Banks for Drawings to Pay the Series 1992C Notes or for the Payment of the Series 1992C Notes.**

(a) For the purpose of providing funds to (i) reimburse any Bank or Banks appointed pursuant to the provisions of Section 11 hereof for a drawing or drawings under the Letter of Credit issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1992C Notes, or (ii) to pay the principal or purchase price of and interest on the Series 1992C Notes, and, in addition, to pay credit facility fees, remarketing agent fees, costs of issuance, note insurance premiums, if any, and other administrative expenses relating to the Series 1992C Notes, there is hereby levied and there shall be collected the following direct annual tax upon the taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of
1992	\$ 2,225,500
1993	2,225,000
1994	38,700,000

(b) The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 7 into the Note Fund established under the Indenture securing the Series 1992C Notes with respect to which such taxes were so levied.

(c) If the tax receipts derived from any annual tax levy provided for in this Section 7 are in excess of the amount required for the purposes specified in Section 7(a) hereof, then all or any portion of such excess may be abated pursuant to Section 7(d) hereof or, at the direction of the Comptroller expressed in a certificate filed with the City Clerk and directed to the City Council, may be expended for the acquisition of additional equipment for use by the various departments of the City of such types and in such quantities as the Budget Director shall determine based on the needs of the City, for which purpose such tax receipts are hereby appropriated.

(d) In the event that such tax receipts are not required for the purposes specified in Section 7(a) hereof and, in addition, such tax receipts are not expended as provided in Section 7(c) hereof, the Comptroller shall file a certificate of tax abatement in the respective offices of the County Clerks. The certificate of tax abatement shall indicate the amount of taxes levied pursuant to Section 7(a) hereof, the amount of reduction to be abated from

such taxes, and shall further indicate the remainder of such taxes that are to be extended for collection by said County Clerks.

#### SECTION 8. Sale And Delivery Of The Notes.

(a) Each Series of Notes shall be sold and delivered to a group of underwriters represented by First Chicago Capital Markets, Inc. to be selected by the Comptroller (the "Underwriters"), subject to the terms and conditions of a contract of purchase related thereto. The Mayor or the Comptroller is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, one or more contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed .30% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the Comptroller is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture related thereto and to deliver any certificates required of the City in connection with such separate sale.

(b) Subsequent to the sale of any Notes, the Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series (ii) the initial interest rate determination method or methods for such Notes and the initial interest rates determined within each such interest rate determination method, (iii) the compensation paid to the Underwriters in connection with such sale and (iv) with respect to any sale of Series 1992B Notes, the principal amounts of such Series 1992B Notes which were sold for each of the respective purposes set forth in Section 3(b) (ii) hereof. An executed copy of each Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the Comptroller is hereby authorized to execute and deliver, and the Underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to describe accurately the current condition of the City and the parties to the financing.

(d) The Notes of any Series may be issued in either certificated or book-entry form as determined by the Comptroller. In connection with the issuance of any Series of Notes issued in book-entry form the Comptroller is authorized to execute and deliver a representation letter to the book-entry depository.

**SECTION 9. Appointment of Trustee; Authorization of Indentures.** The City hereby authorizes the Comptroller to appoint the Trustee under each Indenture for the purposes and upon the express terms and conditions set forth in the related Indenture. The acceptance of the Trustee shall be evidenced by its execution of an Indenture. The Mayor or the Comptroller is hereby authorized to execute and deliver an Indenture in connection with the issuance of each Series of Notes, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk, each such Indenture to be in substantially the form of Exhibit A attached hereto, but with such revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of any such Series of Notes.

**SECTION 10. Remarketing Agent.** The City hereby authorizes the Comptroller to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement and outstanding during such annual period.

**SECTION 11. The Bank or Banks.** The City hereby authorizes the Comptroller to obtain a Letter of Credit for any Series of Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Series of Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Mayor or the Comptroller is hereby further authorized to (a) appoint one or more Banks to issue such Letter of Credit; (b) execute and deliver a Reimbursement Agreement relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of such Notes; and (c) execute and deliver a Letter of Credit Note in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of such Notes and such other revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The annual fee paid to any Bank or Banks for the provision of a Letter of Credit shall not exceed .50% of the amount available to be drawn under such Letter of Credit. Nothing contained herein shall limit or restrict the Comptroller's ability to appoint separate Banks to issue separate Letters of Credit in connection with the issuance of distinct Series of Notes or to appoint more than one Bank to issue a single Letter of Credit.

Any Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 18% per annum.

In appointing one or more Banks pursuant to this Section 11, the Comptroller shall select one or more banking corporations or associations that will cause the Notes of the Series to bear one of the two highest short-term ratings available from Moody's and S. & P., or one of them in the event that the Notes are not to be rated by both.

**SECTION 12. Interest Rate Agreement.** The Mayor or the Comptroller is hereby authorized to execute and deliver from time to time one or more agreements with The First National Bank of Chicago ("F.N.B.") or other counterparty selected by the Comptroller, the purpose of which is to reduce the City's exposure to fluctuations in the interest rate or rates payable on the Notes or any Series thereof (and, in addition, the City's General Obligation Tender Notes, Series 1991B or Series 1992C) above specified levels. Any such agreement may include terms and conditions required by F.N.B. or other counterparty, including but not limited to provisions that (a) limit or restrict the ability of the Comptroller to establish the interest rate or interest rate determination method for the Notes without the consent of F.N.B. or other counterparty, or (b) permit F.N.B. or other counterparty to terminate the Agreement if (i) the City's long-term bond rating or the long- or short-term ratings of the Bank or Banks providing a Letter of Credit fall below certain levels, or (ii) the amount of outstanding variable rate general obligation debt of the City exceeds certain levels. In no event shall the annual fee payable by the City to F.N.B. or other counterparty under any such agreement exceed .25% of the average principal amount of Notes covered by such agreement during such annual period. Nothing contained herein shall preclude the Comptroller from appointing a counterparty under this Section 12 who is also the Remarketing Agent or an affiliate of the Remarketing Agent.

**SECTION 13. Note Insurance.** The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of any Series of Notes.

**SECTION 14. Appropriations.** The City shall appropriate amounts sufficient to (a) reimburse each Bank appointed pursuant to the provisions of Section 11 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if any Bank has failed to honor a proper draw under a Letter of Credit or the Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit, and (c) pay the fees and expenses of the Trustee in a timely

manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section 14, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Notes or such Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Reimbursement Agreement and the related Letter of Credit Note as the same become due.

**SECTION 15. Filing of Ordinance.** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks and such filings shall constitute the authority for extending, and it shall be the duty of said County Clerks to extend, the taxes levied pursuant to Section 7 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

**SECTION 16. Additional Authorization.** The Mayor, the Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk are hereby authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with the sale of each Series of Notes.

**SECTION 17. Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City 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 18. Publication.** This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 50 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

**SECTION 19. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication.

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

*Exhibit "A".*

*City Of Chicago*

To

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*As Trustee*

*Trust Indenture*

*Dated As Of January 1, 1992*

*Securing*

*City Of Chicago*

*General Obligation Tender Notes*

*Series 1992 \_\_\_\_.*

This Trust Indenture dated as of January 1, 1992, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, located in Cook and DuPage Counties, Illinois to \_\_\_\_\_, a national banking association, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee").

*Witnesseth:*

Whereas, By virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on



December \_\_\_\_\_, 1991, as amended, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, The execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, In order to provide the funds needed [to fund the City's cash flow requirements for the year 1992] [to pay amounts appropriated for specific purposes by the City for the year 1992] [to provide funds needed to finance the acquisition of necessary capital equipment for the City], the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1992 \_\_\_\_ (the "Notes"); and

Whereas, In furtherance thereof, the City and First Chicago Capital Markets, Inc. (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of January 1, 1992 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, The Notes are to be entitled to the benefits of an irrevocable Letter of Credit issued to the Trustee (the "Letter of Credit") by \_\_\_\_\_, acting through its Chicago branch (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement dated as of January 1, 1992 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, The execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done; now, therefore,

This Indenture Witnesseth, That to secure all Notes issued and Outstanding under this Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, That to provide for the security of the obligations of the City arising under the Reimbursement Agreement the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank, a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold, The same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, First, for the equal and ratable benefit and security of all present and future holders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, 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 shall pay or cause to be paid the obligations under the Reimbursement Agreement, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

#### *Article I.*

#### *Definitions.*

Section 1.01 Definitions. The terms defined in this Section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" means an irrevocable letter of credit delivered in accordance with Section 5.04 hereof.

"Authorized Denominations" means (a) while the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, \$100,000 or any integral multiple thereof, provided that a single Note may be issued in a greater amount, and (b) while the Notes bear interest at a Fixed Rate, \$5,000 or any integral multiple thereof.

"Bank" means, initially, \_\_\_\_\_, acting through its Chicago Branch, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.04 hereof, "Bank" shall mean the issuer of any Alternate Letter of Credit in its capacity as issuer of such Alternate Letter of Credit, its successors in such capacity and its assigns. [In connection with the Letter of Credit securing the Series 1992\_\_ Notes, the term "Bank" means each of the banks issuing such Letter of Credit.]

"Beneficial Owner" means the owner of a beneficial interest in Notes registered in the name of Cede & Co. as nominee of The Depository Trust Company (or a successor securities depository or nominee therefor).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"City" means the City of Chicago, Illinois.

"City Council" means the governing body of the City as from time to time constituted.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(b) hereof.

"Commercial Paper Rate Period" means, with respect to any Note, the period (which may be from 1 day to 270 days) determined as provided in Section 2.02(b) hereof.

"Comptroller" means the duly designated Comptroller or Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly

designated Comptroller to the Trustee, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means the account established on behalf of the Bank pursuant to Section 3.08 hereof.

"D.T.C." means The Depository Trust Company, New York, New York.

"Determination Date" means the Determination Date as defined in Section 2.02(c)(i) hereof.

"Event of Default" means any of the events described in Section 7.01(a) hereof.

"Fixed Rate" means, with respect to any Note, the interest rate on such Note set in accordance with Section 2.02(c) hereof.

"Fixed Rate Period" means the Fixed Rate Period as defined in Section 2.02(c)(ii) hereof.

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms hereof.

"Interest Payment Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Period" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Rate" means the rate or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.02 hereof.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank contemporaneously with the original issuance of the Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.04 hereof, "Letter of Credit" means such Alternate Letter of Credit.

"Letter of Credit Fund" means the fund created by Section 5.02 hereof.

"Letter of Credit Note" means a note of the City issued pursuant to the Reimbursement Agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, the Remarketing Agent and the Bank.

"Notes" means the notes issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder" or "Owner" means the person in whose name any Note is registered on the registration books of the City kept by the Trustee.

"Note Ordinance" means the ordinance duly adopted by the City Council of the City on December \_\_\_\_, 1991, authorizing the issuance, sale and delivery of the Notes.

"Notice by Mail" means a written notice mailed by first class mail to Noteholders, at the addresses shown in the registration books kept pursuant to Section 2.09 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding", when used in reference to the Notes, means, at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

(a) Notes cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) Matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) Notes purchased by the City for cancellation pursuant to Section 4.02 hereof; and

(d) Notes in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Permitted Investments" means any of the following obligations or securities permitted under Illinois law:

(i) direct obligations of the United States of America and agencies thereof;

(ii) obligations fully guaranteed by the United States of America;

(iii) certificates of deposit issued by or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least \$300,000,000 (including the Trustee if such conditions are met);

(iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S. & P. or Moody's (or, if neither such organization shall rate such commercial paper at a particular time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization; or

(v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$300,000,000, with any of the obligations of the type described in clauses (i) through (iv) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days.

"Principal Office" means, (i) with respect to the Bank, the principal office of its Chicago Branch, (ii) with respect to the Trustee, its principal office in Chicago, Illinois, and (iii) with respect to the Remarketing Agent, the address supplied in writing by the Remarketing Agent to the City, the Trustee and the Bank.

"Rating Agency" means Moody's or S. & P.

"Record Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Reimbursement Agreement" means an agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the Trustee, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means, initially, First Chicago Capital Markets, Inc., and any other remarketing agent appointed in accordance with Section 8.18 hereof.

"Remarketing Agreement" means the agreement between the City and the Remarketing Agent entered into pursuant to Section 8.18 hereof, and any and all modifications, alterations, amendments and supplements thereto.

"Short Term Rate" means a Weekly Rate or a Commercial Paper Rate.

"State" means the State of Illinois.

"S. & P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, the Remarketing Agent and the Bank.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Treasurer" means the duly acting Treasurer of the City.

"Trustee" means \_\_\_\_\_, as Trustee under this Indenture, and its successors and assigns.

"Weekly Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(a) hereof.

#### Section 1.02 Construction.

This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.
- (d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) Unless otherwise expressly provided, all times specified herein shall mean New York City time.

(f) The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of the Note), refer to the entire Indenture.

## *Article II.*

### *The Notes.*

#### Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Trustee for authentication. At the direction of the City, the Trustee shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated "City of Chicago General Obligation Tender Notes, Series 1992\_\_". The Notes shall be dated as provided in Section 2.06(e) hereof.

[(b) [Series 1992A] The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, shall bear interest at the rate or rates established hereunder (not to exceed twelve percent (12%) per annum), shall mature as of December 31, 1992, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of financing the cash flow requirements of the City for the year 1992.

(b) [Series 1992B] The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, shall bear interest at the rate or rates established hereunder (not to exceed twelve percent (12%) per annum), shall mature as of October 31, 1993, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund purposes for the year 1992.

(b) [Series 1992C] The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, shall bear interest at the rate or rates established hereunder (not to exceed twelve percent (12%) per annum), shall mature as of October 31, 1995, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of financing the acquisition of certain capital equipment as described in the Note Ordinance.]



(c) The total aggregate principal amount of Notes that may be issued under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

(d) Distinct portions of the aggregate principal amount of the Notes (a "Sub-series") may bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate and one or more other distinct portions of the Notes may bear interest at a different Short Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes may bear interest at distinct Commercial Paper Rates for distinct Commercial Paper Rate Periods; provided, however, that (i) each Sub-series shall not be less than \$10,000,000 in principal amount, (ii) the aggregate principal amount of all such Sub-series of Notes shall equal the aggregate principal amount of Outstanding Notes, and (iii) there shall be issued as to each such Sub-series of Notes that bears interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate a distinct Note certificate.

#### Section 2.02 Interest Rate Determination Methods For The Notes.

The Notes (or Sub-series, if applicable) shall bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate determined by the Comptroller in accordance with the provisions of this Indenture. The determination of the Interest Rates on the Notes as provided in this Indenture shall be conclusive and binding upon the Noteholders. [Commencing on the delivery date of the Notes, the Notes shall bear interest at a Commercial Paper Rate unless and until the Interest Rate Determination Method for the Notes of a Series is changed to a different Interest Rate Determination Method in accordance with the provisions and requirements of this Indenture.]

##### (a) Weekly Rate.

(i) Determination of Weekly Rate. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, the Comptroller shall determine a Weekly Rate on Tuesday of each calendar week (if Tuesday is not a Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes (or Sub-series, if applicable) on the day the rate is set at 100% of the principal amount of such Notes plus accrued interest, if any.

(ii) Duration of Weekly Rate. Each Weekly Rate determined by the Comptroller shall be in effect from and including Wednesday of each week

to and including the following Tuesday, whether or not such days are Business Days.

(iii) Notice of Weekly Rate. The Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) Weekly Rate Invalid or Unenforceable. If for any reason the Comptroller does not set a Weekly Rate while the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

**(b) Commercial Paper Rate.**

(i) Determination of Commercial Paper Rate. When interest on the Notes (or Sub-series, if applicable) is payable at a Commercial Paper Rate, the Comptroller shall establish the Commercial Paper Rate for the Notes (or Sub-series, if applicable) on the first Business Day of each Commercial Paper Rate Period. Each Commercial Paper Rate shall be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes (or Sub-series, if applicable) on the date such rate is set at 100% of the principal amount of the Notes plus accrued interest, if any.

(ii) Determination of Commercial Paper Rate Period. Each Commercial Paper Rate Period shall be determined by the Comptroller (which may be from one to 270 days) based upon the Comptroller's judgment that the length of the Commercial Paper Rate Period will be beneficial to City. Interest on the Notes (or Sub-series thereof, if applicable) bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, and including, the last day of such Period. Notwithstanding the foregoing, (x) the day following the last day of any Commercial Paper Period shall be a Business Day or the maturity date of the Notes, and (y) if the Comptroller has previously determined that the Notes (or Sub-series thereof, if applicable) are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for the Notes (or Sub-series thereof, if applicable) unless the last day of such Commercial Paper Rate Period occurs before the effective date of the change to such other rate.

(iii) Notice of Commercial Paper Rate and Commercial Paper Rate Period. The Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of each Commercial Paper Rate and Commercial Paper Rate Period to the Trustee, the Remarketing Agent

and the Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) Commercial Paper Rate or Commercial Paper Rate Period Invalid or Unenforceable. If for any reason the Comptroller does not set a Commercial Paper Rate or the duration of a Commercial Paper Rate Period while the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate Period for the Notes (or Sub-series thereof, if applicable) will follow, and the Commercial Paper Rate for the Notes (or Sub-series thereof, if applicable) for such Commercial Paper Rate Period shall be that annual rate of interest equal to 85% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bills shall have been sold at the most recent Treasury auction within the preceding thirty (30) days.

(c) Fixed Rate.

(i) Determination of Fixed Rate. If the interest rate on the Notes (or Sub-series, if applicable) is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Comptroller shall establish the Fixed Rate for the Notes (or Sub-series, if applicable) not less than seven (7) nor more than fifteen (15) days before the effective date of such Fixed Rate (the "Determination Date"). The Fixed Rate shall be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes (or Sub-series, if applicable) on the date such rate is set at 100% of the principal amount thereof plus accrued interest, if any.

(ii) Fixed Rate Period. The Fixed Rate shall remain in effect from its effective date to the maturity date of the Notes (or Sub-series, if applicable) (the "Fixed Rate Period").

(iii) Notice of Fixed Rate. The Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of the Fixed Rate established by the Comptroller to the Trustee, the Remarketing Agent and the Bank not later than 4:00 P.M., New York City time, on the date the Fixed Rate is determined.

(iv) Conditions to Fixed Rate Not Satisfied. If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for the Notes (or Sub-series, if applicable) shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and the Notes shall bear interest at a Weekly Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting

until another Interest Rate Determination Method is validly established for the Notes of such Series (or Sub-series, if applicable) hereunder.

**Section 2.03 Change In Interest Rate Determination Method.**

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) by notifying the Trustee, the Bank and the Remarketing Agent at least twenty (20) days prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Rate Determination Method (which effective date must be a current Interest Payment Date for the Notes, and if the Notes currently bear interest at a Commercial Paper Rate, the effective date of any new Interest Rate Determination Method may not be earlier than the end of any effective Commercial Paper Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate, the Determination Date. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for Federal income tax purposes under the Code. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes (or Sub-series, if applicable) will become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this Section.

(b) Changes Directed by the Remarketing Agent. If directed to do so by the Comptroller, the Remarketing Agent shall consider whether the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) should be changed to a different Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, the Notes (or Sub-series, if applicable). If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for the Notes and shall not be before the end of any effective Commercial Paper Rate Period for the Notes (or Sub-series, if applicable). For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, the Notes" shall be based upon (i) the performance of the Notes (or Sub-series, if applicable), measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to the Notes (or Sub-series, if applicable), or (ii) any fact or circumstance relating to the Notes (or Sub-series, if applicable) or affecting the market for the Notes (or Sub-series, if applicable) or affecting such other comparable securities in a manner which in the

judgment of the Remarketing Agent will affect the market for the Notes (or Sub-series, if applicable), which in any event leads the Remarketing Agent to conclude that the Notes (or Sub-series, if applicable) should bear interest at the Short Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, the Notes (or Sub-series, if applicable) shall bear interest at the Short Term Rate specified in such notice. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for Federal income tax purposes under the Code.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes (or Sub-series, if applicable) will or will not bear interest at the current or any other Short Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) Limitations on Changes in Interest Rate Determination Method. Any change in the method of determining interest on the Notes (or Sub-series, if applicable) pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the day following the last day of the Commercial Paper Rate Period of all Notes or applicable Sub-series;

(ii) if a Weekly Rate is then in effect, the effective date of any change must be the first Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to Section 2.03(b) hereof if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Trustee shall have sent any notice to the Noteholders regarding a change in Interest Rate Determination Method under Section 2.03(d), then in the event of such

withdrawal of opinion, the Trustee shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to the Notes (or Sub-series, if applicable), the Trustee will notify the holders of the Notes (or Sub-series, if applicable) by Notice by Mail at least fifteen (15) but not more than sixty (60) days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel if required by Section 2.03(a) or Section 2.03(b), as the case may be. The notice will state:

(i) that the Interest Rate Determination Method will be changed and what the new method will be;

(ii) the effective date of the new Interest Rate Determination Method;

(iii) a description of the New Interest Rate Determination Method, including a statement that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request;

(iv) the applicable Interest Payment Dates and Records Dates;

(v) whether Noteholders of the Notes (or Sub-series, if applicable) have a right to tender their Notes while such Notes bear interest at the new Interest Rate Determination Method; and

(vi) that the Notes (or Sub-series, if applicable) will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice will state:

(i) the Determination Date and whether or not the Notes will be secured by a Letter of Credit;

(ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of the Series (or Sub-series, if applicable);

(iv) any ratings assigned the Notes by the Rating Agencies effective on the change;

(v) that during the Fixed Rate Period there will be no right to tender the Notes;

(vi) that the Notes are not subject to optional redemption during the Fixed Rate Period; and

(vii) that during the Fixed Rate Period Notes will be issued in denominations of \$5,000 or integral multiples thereof.

In addition, if the change is to a Commercial Paper Rate, the notice will state:

(i) that during the Commercial Paper Rate Period there will be no right to tender the Notes (or Sub-series, if applicable) at the option of the owner thereof;

(ii) that the Notes (or Sub-series, if applicable) are not subject to redemption at the option of the City during the Commercial Paper Rate Period; and

(iii) that on the first Business Day following the last day of each Commercial Paper Rate Period for the Notes (or Sub-series thereof, if applicable), each such Note will be subject to mandatory tender for purchase without further notice.

#### Section 2.04 Calculation Of Interest Due On Notes.

The Trustee will calculate the amount of interest payable on the Notes from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when computed with the Remarketing Agent. The Trustee will confirm any Interest Rate by telephone or in writing to any Noteholder who requests it in writing. The calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

#### Section 2.05 Form, Payment And Dating Of Notes; Authorized Denominations.

(a) The Notes and the certificate of authentication to be executed on the Notes by the Trustee are to be in substantially the form thereof set forth in (Sub)Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to ("Bearer") in Authorized Denominations. Notes shall be numbered from 1 consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Notes.

(c) The principal or redemption price of each Note shall be payable upon surrender of such Note at the Principal Office of the Trustee. While Notes bear interest at a Weekly Rate or a Commercial Paper Rate, payments of principal or redemption price of the Notes shall be payable in immediately available funds except as provided in paragraph (d) (iv) below. While Notes bear interest at a Fixed Rate, payments of principal or redemption price of the Notes shall be payable in clearinghouse funds except as provided in paragraph (d) (iv) below. Such payments shall be made to the Noteholder of the Note so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Note shall bear interest and be payable as to interest as follows:

(i) Each Note shall bear interest (at the applicable rate determined pursuant to Article II hereof) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid (or the date of original issuance of the Notes if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 365- or 366-day year as applicable for the number of days actually elapsed while the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, and on the basis of a 360-day year of twelve 30-day months while the Notes bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to the Notes. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Noteholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Noteholder at least ten (10) days prior to the special record date, but not more than thirty



(30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Noteholders, as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the Notes shall be paid to the persons entitled thereto pursuant to Section 2.05(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) as to Notes bearing interest at a Weekly Rate or a Commercial Paper Rate, upon instructions to the Trustee from such person entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the owner of Notes if such owner maintains an account with the Trustee or, upon request of any owner of Notes in the principal amount of \$1,000,000 or more, by federal funds wire) on the Interest Payment Date according to such instructions, or (y) during such period as the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, if no instructions are given as aforesaid, and during a period when the Notes bear interest at a Fixed Rate, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of Notes tendered pursuant to Section 3.01 or 3.02 shall be made in immediately available funds to the tendering Noteholder in the same manner as interest on Notes bearing interest at a Weekly Rate or a Commercial Paper Rate pursuant to subparagraph (iv) above.

(e) All Notes will be dated the date of their original issuance.

(f) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

#### Section 2.06 Execution Of Notes.

Each of the Notes shall be signed and executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the manual or facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

### Section 2.07 Delivery And Registration.

No Note shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in (Sub)Exhibit A hereto, executed by the Trustee by manual signature, and such certificate upon any such Note shall be conclusive evidence that such Note has been duly authenticated, registered and delivered.

### Section 2.08 Lost, Destroyed, Improperly Cancelled Or Undelivered Notes.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly cancelled, the Trustee may authenticate a new Note of like series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City, the Trustee and the Bank, satisfactory to the Trustee. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation; together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Noteholder reasonable fees and expenses in connection with any transaction described in this Section 2.08, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Note and the Trustee shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the

replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

#### Section 2.09 Transfer, Registration And Exchange Of Notes.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City.

The transfer of any Note shall be registered upon the books of the Trustee at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Noteholder or his duly authorized attorney.

The City, the Trustee and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any note, upon surrender thereof at the Principal Office of the Trustee may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Note or Notes of any Authorized Denomination of the same series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any Series of Notes (or Sub-series, if applicable), the Trustee shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any redemption of Notes nor shall the Trustee be required to make any exchange or registration of transfer of any Notes called for redemption.

### Section 2.10 Temporary Notes.

Pending the preparation of definitive Notes, the City may execute and the Trustee shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any Authorized Denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of Authorized Denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

### Section 2.11 Cancellation Of Notes.

All Notes which shall have been surrendered to the Trustee for payment or redemption, and all Notes which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Notes by number.

### Section 2.12 Book-Entry Provisions.

(a) Except as provided in subsection (c) below, the Noteholder of all of the Notes shall be The Depository Trust Company ("D.T.C."), and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C. Payment of interest for any Note registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Noteholder of the Notes registered in

its name for the purposes of payment of the principal or redemption or purchase price of or interest on the Notes, selecting the Notes or portions thereof to be redeemed or purchased, giving any notice permitted or required to be given to Noteholders under this Indenture, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever; and neither the Trustee, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Except as otherwise provided in subsection (c) below, no Beneficial Owner shall receive an authenticated Note certificate. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

(c) In the event the Noteholder of all the Notes shall be D.T.C. and the City determines to discontinue D.T.C.'s book-entry system, the City may notify D.T.C., the Trustee and the Remarketing Agent, whereupon D.T.C. will notify its participating organizations (the "Participants") of the availability through D.T.C. of certificated Notes. In such event, the Trustee shall issue, transfer and exchange Note certificates as requested by D.T.C. in appropriate amounts in accordance with the provisions of this Indenture. D.T.C. may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City, the Trustee and the Remarketing Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Note certificates as described in this Indenture. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Notes to any Participant having Notes credited to its D.T.C. account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Notes.

(d) So long as any Note is registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal, purchase price and interest on such Note and all notices with respect to such Note shall be made and given, respectively, to D.T.C. or its nominee as provided in the City's representation letter to D.T.C..

(e) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Noteholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C. notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to D.T.C. or its nominee shall be given only when D.T.C. is the sole Noteholder.

(f) Neither the City, the Trustee, nor the Remarketing Agent will have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by D.T.C. or any Participant; (ii) the payment by D.T.C. or any Participant of any amount due to any Beneficial Owner in respect of the principal amount, redemption or purchase price of or interest on the Notes; (iii) the delivery by D.T.C. or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Noteholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; (v) the delivery of Notes upon tender thereof, or (vi) any consent given or other action taken by D.T.C. as Noteholder.

(g) So long as Cede & Co. is the registered owner of the Notes, as nominee of D.T.C., references herein to the Noteholders or holders of the Notes or owners of Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes.

(h) So long as D.T.C. is the registered owner of the Notes:

(i) selection of Notes to be redeemed upon partial redemption, presentation of Notes to the Trustee upon partial redemption, delivery of Notes to the Trustee in connection with an optional or mandatory tender, or redelivery of such Notes by the Trustee to Noteholders following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Notes through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books;

(ii) notice of a demand for purchase of Notes pursuant to Section 3.01 hereof shall be given by the Beneficial Owner of such Notes exercising ownership rights through D.T.C. or D.T.C.'s Participants by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Notes to be provided by the Trustee shall be provided to anyone identifying themselves to the Trustee as a person entitled to exercise ownership rights with respect to such Notes through D.T.C. or its Participants;

(iv) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Noteholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Notes through D.T.C. or its Participants; and

(v) Notes held in the Custody Account on the records of D.T.C. will be registered in the name of the Trustee, or its nominee, as collateral security for the Bank.

**Section 2.13 Application Of Proceeds Of The Notes.**

[Series 1992A] The proceeds of the sale of the Notes shall be deposited with the City Treasurer and deposited into the Corporate Fund.

[Series 1992B] The proceeds of the sale of the Notes shall be deposited with the City Treasurer and used to make deposits in the following funds of the City in the following amounts for the purpose of paying amounts appropriated for such respective funds for the year 1992:

Fund	Amount
Corporate Fund	\$
Chicago Public Library Fund (Maintenance and Operation)	
City Relief (General Assistance)	
Chicago Public Library Fund (Buildings and Sites)	
Judgment Fund	

[Series 1992C] The proceeds of the sale of the Notes shall be deposited in the appropriate funds of the City and used for the purpose of financing the acquisition of certain equipment for the City as provided in the Note Ordinance.

*Article III.*

*Optional And Mandatory Tenders Of Notes;  
Remarketing Of Purchased Notes.*

**Section 3.01 Optional Tender Of Notes.**

Holders of Notes bearing interest at a Weekly Rate shall have the right to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of

purchase and to receive payment of the purchase price therefor, all as provided in the form of the Notes attached hereto as (Sub)Exhibit A.

### Section 3.02 Mandatory Tender Of Notes.

The Notes are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, as follows:

- (i) When the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, each such Note shall be subject to mandatory tender for purchase on each Interest Payment Date for such Note; and
- (ii) On the effective date of any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable).

### Section 3.03 Purchase Of Tendered Notes.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing Notes for its own account. No acceptance of Notes by the Trustee hereunder shall effect any merger or discharge of the indebtedness of the City evidenced by the Notes. The Trustee shall accept all Notes properly tendered to it for purchase in accordance with the provisions of the Notes as set forth in the form of Note attached hereto as (Sub)Exhibit A; provided, however, that the Trustee shall not accept any Notes tendered if at the time of the tender the principal of the Notes shall have been accelerated pursuant to Section 7.01 of this Indenture.

(b) The Trustee shall establish a special trust fund designated as the Purchase Fund. The Trustee shall hold all Notes delivered to it in trust for the benefit of the respective Noteholders of Notes delivering such Notes until moneys representing the purchase price of such Notes have been delivered to or for the account of such Noteholders. The Trustee shall hold all moneys delivered to it for the purchase of Notes in such fund in trust and without investment, solely for the benefit of the persons delivering such moneys until the Notes purchased with such moneys have been delivered to or for the account of such persons. The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund to pay the purchase price of tendered Notes as the same becomes due and payable, which authorization and direction the Trustee accepts.



**Section 3.04 Remarketing Of Tendered Notes; Payment Of Purchase Price.**

(a) The Remarketing Agent shall use its best efforts to remarket tendered Notes at a price equal to 100% of the principal amount thereof plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of Notes conforming to the requirements in the form of Note attached hereto as (Sub)Exhibit A, the Trustee shall notify the Remarketing Agent, the Bank and the City of the principal amount of Notes tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the Bank, the City and the Trustee of the principal amount of such Notes remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Notes are to be issued to each purchaser. If less than all of the Notes to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal amount of Notes which have not been remarketed and the amount of accrued interest to be paid on such Notes on such purchase date. Purchasers of Notes which have been remarketed shall be required to deliver the purchase price thereof directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the Bank of any Notes which have been remarketed for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in an amount equal to the purchase price of: (i) any tendered Notes not remarketed; and (ii) any tendered Notes remarketed and for which payment has not been received.

(e) Any Note tendered for purchase after the date on which the Trustee has notified the Noteholders of a change in Interest Rate Determination Method Date in accordance with the provisions of Section 2.03 hereof shall not be remarketed unless the purchaser has been notified by the Trustee of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.03(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender his Notes for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell the Notes before such date.

**Section 3.05 Funds For Purchase Price Of Notes.**

On the date Notes are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Noteholder only from the funds listed below, in the order of priority indicated:

(a) the proceeds of the sale of such Notes which have been remarketed by the Remarketing Agent to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) moneys drawn under the Letter of Credit; and

(c) moneys deposited by the City with the Trustee pursuant to this Indenture.

**Section 3.06 Delivery Of Purchased Notes.**

The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, Notes purchased with moneys described in Section 3.05(a) hereof for receipt by the purchaser thereof. Notes purchased with moneys described in Section 3.05(a) hereof shall be registered in the manner directed by the Remarketing Agent and delivered to the Remarketing Agent for redelivery to the purchasers thereof. Notes purchased with moneys described in Section 3.05(b) hereof shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged Notes pursuant to Section 3.08 hereof. Notes purchased with moneys described in Section 3.05(c) hereof shall be registered in the name of the City and held for the account of the City.

**Section 3.07 Delivery Of Proceeds Of Sale Of Purchased Notes.**

Except in the case of the sale of any Pledged Notes, the proceeds of the sale of any Notes, to the extent not required to pay the purchase price thereof, shall be paid to or upon the order of the City.

### Section 3.08 Custody Account.

(a) There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the Custody Account.

(b) If any Note is purchased by the Trustee pursuant to Section 3.03 hereof with moneys drawn under the Letter of Credit pursuant to Section 3.05(b) hereof, that Note shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall thereafter constitute a Pledged Note until released as herein provided), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of an amount equal to the principal amount thereof plus accrued interest, if any, thereon to the date of purchase. The Remarketing Agent shall use its best efforts to remarket Pledged Notes. If the Remarketing Agent remarkets any Pledged Note, the Remarketing Agent shall give the notice described in the first sentence of Section 3.04(c) hereof, and shall direct the purchaser of such Pledged Note to transfer on the purchase date, the purchase price of such remarketed Pledged Note directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver remarketed Pledged Notes to the purchasers thereof in accordance with Section 3.06 hereof.

(c) The proceeds of the remarketing of Pledged Notes shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with any other moneys held by the Trustee, and shall be paid over immediately to the Bank.

(d) On each Interest Payment Date prior to the release of Pledged Notes held in the Custody Account, the Trustee shall apply moneys in the Note Fund to the payment of principal of and interest on such Pledged Notes, but shall not draw on the Letter of Credit or use moneys in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank the interest and principal paid in respect of such Pledged Notes held in the Custody Account, and immediately upon such receipt the Trustee shall pay such interest and principal over to the Bank; provided, however, that if at such time the Trustee has been notified in writing by the Bank that there shall not remain any amount due and owing to the Bank under the Reimbursement Agreement, such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged Notes held in the Custody Account, all Notes are called for redemption pursuant to Article IV hereof, or the Trustee declares an acceleration of the Notes pursuant to Section 7.01 hereof, Pledged Notes held in the Custody Account shall be deemed to have been paid, and shall thereupon be cancelled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged Notes, such Pledged Notes are held by the Trustee for the benefit of the Bank as a first priority secured creditor.

*Article IV.*

*Redemption And Purchase Of Notes By City.*

**Section 4.01 Redemption Of Notes Prior To Maturity.**

The Notes shall be subject to redemption prior to maturity at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of redemption, as follows:

(a) Any Notes bearing interest at a Weekly Rate shall be subject to redemption prior to maturity at the option of the City on the first Business Day of any month.

(b) Any Notes bearing interest at a Commercial Paper Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(c) All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives written notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or (ii) if the Trustee receives written notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If notice of either of such events shall have been received by the Trustee, the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the Bank.

[(d) The Series 1992B Notes shall be subject to mandatory redemption on the sixtieth (60th) day after the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the funds referred to in Section 3.01 hereof. If such day is not a Business Day, such redemption shall occur on the first Business Day next prior to such day. The Comptroller shall give notice to the Bank and the Trustee of such redemption no less than forty-five (45) days prior to such redemption date.]

#### Section 4.02 Purchase By City.

(a) The City, acting through the Comptroller, reserves the right to purchase for cancellation any Note tendered for purchase pursuant to Section 3.01 hereof or subject to mandatory tender pursuant to Section 3.02 hereof or to purchase any Note held to the credit of the Custody Account, upon notice to the Remarketing Agent given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Note tendered pursuant to Section 3.01 hereof or a Note held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 3.02 hereof, given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than two Business Days for Notes subject to mandatory tender at the end of such Commercial Paper Rate Period). Such notice from the Comptroller shall state the principal amount of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 3.02 hereof. Prior to the applicable date of notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes held to the credit of the Custody Account, second, from any Notes as such become available upon optional tender, and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 3.02 hereof; provided, however, that if less than all of the Notes subject to mandatory tender pursuant to Section 3.02 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from the gross income of the owners hereof for Federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

#### Section 4.03 Procedure For Redemption.

(a) In order to exercise its option to redeem the Notes prior to maturity

pursuant to paragraph (a) of Section 4.01 hereof, the City shall notify the Trustee, the Bank and the Remarketing Agent no later than forty-five (45) days prior to the designated redemption date.

(b) Notice by Mail of the redemption of Notes prior to maturity pursuant to Section 4.01 hereof shall be given by the Trustee in the name of the City: (i) in the case of the redemption of Notes pursuant to paragraph (a) [or (d)] of Section 4.01, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date; (ii) in the case of the redemption of Notes pursuant to paragraph (c) of Section 4.01, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of a notice given by the Bank pursuant to such paragraph. A copy of each such redemption notice shall be given to the City, the Trustee and the Bank.

(c) Each such redemption notice shall specify (i) the Notes to be redeemed by C.U.S.I.P. number; (ii) the redemption date (which shall be not more than fifteen (15) days after the date on which the Trustee receives notice from the Bank pursuant to paragraph (c) of Section 4.01 hereof); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if less than all the Notes are to be redeemed, specify the specific Notes to be redeemed, identified by number, and the principal amounts of such Notes to be redeemed; and (v) that on the redemption date, the Notes shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) Failure to give Notice by Mail of optional redemption as to any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes in respect of which no failure or defect occurs. Failure to give Notice by Mail of the mandatory redemption of any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for redemption of such Notes. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee.

(e) When Notes are called for partial redemption as provided in paragraph (a) of Section 4.01 hereof, the specific Notes to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Trustee for (i) payment to such Noteholder of such unit of the redemption price of such Note called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefore.

If the Noteholder of any such Note of a denomination greater than the amount called for partial redemption shall fail to present such Note to the Trustee for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(f) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders.

#### Section 4.04 No Partial Redemption Of Notes After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in paragraph (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

### Article V.

#### *Creation Of Funds And Security For Notes.*

##### Section 5.01 The Note Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1992 \_\_\_ Note Fund".

(b) The City shall deposit into the Note Fund amounts sufficient to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Notes are not secured by a Letter of Credit or the Bank has failed to honor a proper drawing under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to pay the principal of and interest on the Notes as the same become due.

(c) Moneys on deposit in each account of the Note Fund shall be applied by the Trustee to reimburse the Bank in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Notes are not secured by a Letter of Credit or the Bank has failed to honor a proper drawing under the Letter of Credit,

directly to pay the principal of or interest on the applicable Series of Notes as the same become due.

(d) Pending the use of moneys held in the Note Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Comptroller, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Note Fund.

#### Section 5.02 The Letter Of Credit Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1992A and B Letter of Credit Fund".

(b) The City shall cause to be deposited into the Letter of Credit Fund all amounts drawn under the Letter of Credit with respect to the payment of principal of and interest on the Notes.

(c) Moneys on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the Notes.

(d) Pending the use of moneys held in the Letter of Credit Fund, the Trustee shall invest such moneys upon the direction of the Comptroller in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than thirty (30) days from the date of such investment.

#### Section 5.03 The Letter Of Credit.

(a) So long as any Notes are Outstanding under this Indenture and bear interest at a Short Term Rate, the City covenants and agrees to maintain the Letter of Credit for the benefit of the holders of the Notes. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of the Notes, or (ii) to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount not less than 65 days' interest on the Notes (calculated at the rate of twelve percent (12%) per annum) (i) to pay interest on the Notes or (ii) to pay the portion of the purchase price of the Notes, delivered to it equal to the accrued interest, if any, on such Notes.



(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer the Letter of Credit except to a Successor Trustee designated in accordance with the terms and provisions hereof.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the terms thereof to make timely payments of the principal of and interest on the Notes (other than Pledged Notes) as the same become due whether upon maturity, redemption or acceleration. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered Notes in accordance with Section 3.04(d) hereof.

(d) During any period when the Notes of a Series (or Sub-series, if applicable) bear interest at a Commercial Paper Rate or a Fixed Rate, commencing on the date on which such Notes begin to bear interest at a Commercial Paper Rate or a Fixed Rate, and on the first Business Day of each calendar month thereafter while such Notes bear interest at a Commercial Paper Rate or a Fixed Rate and are secured by a Letter of Credit, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the applicable account of the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such Notes, plus (ii) the interest that would accrue on such Notes from such day to and including the first Business Day of the following month assuming such Notes remain Outstanding until such day, calculated (x) at the actual rate of interest on such Notes for any day interest is to accrue at a rate known on the date such draw is made, and (y) at the rate of twelve percent (12%) for any day interest is to accrue at a rate unknown on the date such draw is made. In the event the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount thereof to an amount sufficient to pay principal amount of the Notes plus 305 days' interest with respect to Notes bearing interest at a Commercial Paper Rate and 215 days' interest with respect to Notes bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under the Letter of Credit in accordance with paragraph (c) of this Section 5.03 rather than this paragraph (d).

#### Section 5.04 Alternate Letter Of Credit.

(a) Upon not less than thirty (30) days written notice to the Trustee, the Remarketing Agent and the Bank, and the satisfaction of conditions specified in this Section 5.04, the City may deliver to the Trustee an irrevocable letter of credit in substitution for the letter of credit then held by the Trustee. Upon receipt of notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of

Credit (which notice shall be given not less than fifteen (15) days prior to the proposed delivery date thereof.)

(b) Any Alternate Letter of Credit shall be an irrevocable letter of credit issued by one or more commercial bank having the same material terms and provisions as the Letter of Credit delivered concurrently with the original issuance of the Notes.

(c) On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if the Notes are rated by Moody's, and from S. & P., if the Notes are rated by S. & P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of the Bank issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of the Notes bear interest at a Commercial Paper Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all Notes that bear interest at a Commercial Paper Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.04, the Trustee shall accept such Alternate Letter of Credit and concurrently surrender the existing Letter of Credit to the Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.05 Tax Levy For Reimbursement To The Bank Or Pay Notes.

[Series 1992A] Unless the Comptroller shall certify to the Bank on or before December 1, 1992, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1992, for a drawing or drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay directly the principal or purchase price of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1993, or to pay the principal or purchase price of and

interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

The Comptroller is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the Series 1992A Note Fund in accordance with the terms of the Reimbursement Agreement.

[Series 1992B] Unless the Comptroller shall certify to the Bank on or before October 1, 1993, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1993 for drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay directly the principal or purchase price of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1994, or to pay the principal or purchase price of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

The Comptroller is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the Series 1992B Note Fund in accordance with the terms of the Reimbursement Agreement.

[Series 1992C] For the purpose of providing funds to reimburse the Bank for drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay the principal or purchase price of and interest on the Notes, the City has levied, pursuant to Section 7 of the Note Ordinance, a direct annual tax upon all taxable property in the City.

The Comptroller is hereby ordered and directed to deposit the proceeds of the taxes so levied into the Note Fund.

#### Section 5.06 Insufficiency Of Taxes To Reimburse Bank.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement then the Comptroller of the City is hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or

funds of the City that are legally available for that purpose in anticipation of the collection of the taxes. When the proceeds of such taxes are received by the City, such other funds shall be replenished.

**Section 5.07 Notes Not Presented For Payment; Remarketing Proceeds.**

(a) In the event any Notes 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 such Notes are held by the Trustee for the benefit of the Noteholders, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held hereunder, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture. Any such moneys shall be invested in conformity with the provisions of paragraph (d) of Section 5.02 hereof relating to moneys in the Letter of Credit Fund.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal or purchase price of or interest on any Note and which shall remain unclaimed for two (2) years after such principal or purchase price or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the holder of such Note shall thereafter look only to the City for the payment thereof, unless an abandoned property law designates another person, and all liability of the Trustee and the Bank with respect to such moneys shall thereupon cease.

*Article VI.*

*General Covenants Of City.*

**Section 6.01 Pledge Of Full Faith, Credit And Resources Of The City.**

The Notes are general obligations of the City for the payment of which the City hereby pledges its full faith, credit and resources. The principal of and interest on the Notes shall be paid by the City as the same become due at the place, at the time and in the manner provided herein and in the Notes from

any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

#### Section 6.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of the Notes by the holders from time to time of the Notes, the provisions of this Indenture and any Supplemental Indenture shall constitute a contract between the City, the Trustee and the holders from time to time of the Notes.

#### Section 6.03 Performance Of Covenants.

The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining thereto.

#### Section 6.04 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to comply with all covenants, representations and assurances contained in any certificate or agreement executed and delivered by the City in connection with the issuance of the Notes; (iii) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (iv) to file such forms, statements and supporting documents as may be required and in a timely manner; and (v) if deemed necessary or advisable by its officers, to retain fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

*Article VII.*

*Events Of Default And Remedies.*

**Section 7.01 Events Of Default.**

(a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(iii) a failure to pay the purchase price of and accrued interest on any validly tendered Note under the provisions of Section 3.01 or 3.02 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii), (iv) or (v) of paragraph (a) of this Section, the Trustee may, and at the written request of Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, and the Trustee shall give notice thereof to the City, the Remarketing Agent and the Bank, and shall give Notice by Mail thereof to all Noteholders owning Outstanding Notes; provided, however, that no such declaration shall be effective following the occurrence of an Event of Default under clause (v) of

paragraph (a) of this Section without the express consent of the Bank unless the Bank shall have failed to honor a proper drawing under the Letter of Credit.

#### Section 7.02 Remedies.

Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of Noteholders owning not less than a majority in aggregate principal amount of the Notes then Outstanding or the Bank (but only if the Bank shall not have failed to honor a proper drawing under the Letter of Credit) and, in addition, receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

#### Section 7.03 Rescission Of Notice Of Redemption; Restoration To Former Position.

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of any notice given by the Bank pursuant to paragraph (c) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that it has withdrawn the notice given pursuant to paragraph (c) of Section 4.01 and that the Letter of Credit is in force and effect in the aggregate principal amount thereof. Notice of such rescission and annulment shall be given to the City, the Remarketing Agent and the Bank prior to the notice to the Noteholders of such mandatory redemption.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the

City, the Trustee, the Bank, the Noteholders and the Remarketing Agent respectively, shall be restored to their former positions and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

#### Section 7.04 Noteholders' Right To Direct Proceedings.

The Noteholders owning a majority in aggregate principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided, however, that (a) such direction shall not be in conflict with any rule of law or this Indenture, (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction and (c) the Trustee need not take any action which might involve it in personal liability unless indemnified to its satisfaction or which might be unjustly prejudicial to the Noteholders not consenting to such direction.

#### Section 7.05 Limitation On Noteholders' Right To Institute Proceedings.

No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding, it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall



be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

**Section 7.06 No Impairment Of Right To Enforce Payment.**

Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

**Section 7.07 Proceedings By Trustee Without Possession Of Notes.**

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

**Section 7.08 No Remedy Exclusive.**

No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders 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 hereunder or now or hereafter existing at law or in equity or by statute.

**Section 7.09 No Waiver Of Remedies.**

No delay or omission of the Trustee, the Bank or any Noteholder 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 therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

**Section 7.10 Application Of Moneys.**

Any moneys received by the Trustee (except for proceeds of the remarketing of the Notes and moneys drawn under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were received or drawn, as provided herein, but including such Letter of Credit moneys if the Bank shall have failed to honor a proper drawing under the Letter of Credit), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and

annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of clause (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee 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. Whenever the Trustee shall apply such funds it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Notice by Mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

#### Section 7.11 Severability Of Remedies.

It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

### *Article VIII.*

#### *Appointment And Duties Of Trustee And Remarketing Agent.*

#### Section 8.01 Appointment Of Trustee.

The City hereby appoints \_\_\_\_\_, Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Noteholders by its delivery and their acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

#### Section 8.02 No Responsibility For Recitals.

The recitals, statements and representations contained in this Indenture or in the Notes, save only the Trustee's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness thereof. Nothing contained in this Section 8.02 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

#### Section 8.03 Limitations On Liability.

The Trustee may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

#### Section 8.04 Compensation, Expenses And Advances.

The Trustee shall be entitled to reasonable compensation for its services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default hereunder. If any Event of Default under this Indenture shall otherwise exist, the Trustee shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of its compensation and the reimbursement of its expenses and any advances made by the Trustee, as provided in this Section, upon the moneys and

obligations in the Note Fund; provided, however, that such priority shall not relate or extend to (a) moneys drawn under the Letter of Credit (unless the Bank shall have failed to honor a proper drawing under the Letter of Credit), (b) remarketing proceeds, (c) moneys deposited with or paid to the Trustee for the payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof, or (d) funds held pursuant to Section 5.07 hereof; and provided further, however, that nothing contained in this Section 8.04 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required hereunder, or (ii) apply the proceeds of such draws to the payment of the principal of, redemption or purchase price, and interest on the Notes as required herein and in the Notes.

#### Section 8.05 Notice Of Events Of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least a majority in aggregate principal amount of the Notes then Outstanding.

#### Section 8.06 Trustee To Maintain Office.

The Trustee shall at all times maintain an office in New York, New York, where Notes may be presented for payment of the principal amount thereof upon maturity, redemption or tender.

#### Section 8.07 Good Faith Reliance.

The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at the request of such person unless satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by its Comptroller. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by such Comptroller.

#### Section 8.08 Dealings In Notes And With City.

The Trustee, the Bank and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank, and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

#### Section 8.09 Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not less than twenty-one (21) days prior to such resignation date, to the Noteholders of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the resigning Trustee transfers and assigns the Letter of Credit to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letter of Credit. If the successor Trustee shall not have been appointed within a period of ninety (90) days following the giving of such notice, then the Trustee shall be authorized to petition any court of

competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

#### Section 8.10 Removal Of Trustee.

The Trustee may be removed by the City at any time prior to an Event of Default by filing with the Trustee, the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee upon such removal.

#### Section 8.11 Appointment Of Successor Trustee.

In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Remarketing Agent and the Bank, and shall cause Notice by Mail to be given to all Noteholders. Any successor Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

#### Section 8.12 Qualifications Of Successor Trustee.

Every successor Trustee (a) shall be a commercial bank with trust powers or a trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

**Section 8.13 Judicial Appointment Of Successor Trustee.**

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

**Section 8.14 Acceptance Of Trusts By Successor Trustee.**

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

**Section 8.15 Successor By Merger Or Consolidation.**

Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

**Section 8.16 Standard Of Care; Action By Trustee.**

Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person



would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least a majority in aggregate principal amount of the Notes then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

#### Section 8.17 Duties Of The Trustee.

The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller or the Bank.

#### Section 8.18 Remarketing Agent.

The City hereby appoints First Chicago Capital Markets, Inc., as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Upon thirty (30) Business Days written notice, the Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent, as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

*Article IX.*

*Amendments To This Indenture.*

**Section 9.01 Limitations On Amendments Of This Indenture.**

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions of this Article IX.

**Section 9.02 Amendments Without Noteholder Consent.**

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to and with the written consent of the Bank, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to grant to or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 9.03(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and Trustee shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms hereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

#### Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the Bank and the consent of Noteholders of not less than sixty percent (60%) in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the

Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Noteholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms hereof and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for Federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

#### Section 9.04 Effect Of Supplemental Indenture.

Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee,

the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

**Section 9.05 Consent Of Bank Required.**

Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of the execution and delivery of any Supplemental Indenture shall be furnished to the Bank, Moody's and S. & P. by the Trustee.

*Article X.*

*Miscellaneous.*

**Section 10.01 Parties In Interest.**

Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Trustee, and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Trustee, and the Noteholders.

**Section 10.02 Severability.**

In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

**Section 10.03 No Personal Liability Of Officials Of City.**

No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the

members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

#### Section 10.04 Counterparts.

This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

#### Section 10.05 Governing Law.

The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder.

#### Section 10.06 Notices.

(a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at \_\_\_\_\_, Chicago, Illinois \_\_\_\_\_, Attention: Corporate Trust Department; and if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of the Letter of Credit, (iii) any intention to deliver an Alternate Letter of Credit as provided in Section 5.04 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement or the Remarketing Agreement which, in the opinion of the City or the Trustee is

deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any redemption or purchase for cancellation of all the Notes or (viii) any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable). Such Notices shall be given directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Public Finance Department -- Structured Finance Group and to Standard and Poor's Corporation, Attention: Municipal Department, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

#### Section 10.07 Business Days And Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

#### Section 10.08 Repealer.

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

In Witness Whereof, The City of Chicago, Illinois has caused this Indenture to be executed by its Comptroller, attested by its City Clerk and its corporate seal to be affixed hereto; and \_\_\_\_\_, as Trustee, has caused this Indenture to be executed by one of its Vice Presidents, attested by one of its Assistant Secretaries and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago

(Seal)

\_\_\_\_\_  
Comptroller

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
as Trustee

(Seal)

\_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_  
Title:

(Sub)Exhibit "A" attached to this Trust of Indenture reads as follows:

*(Sub)Exhibit "A".*

*(Form Of Note).*

**A. Forms Generally.** The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American



Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

**B. Form Of Note.**

(Front Side)

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

Principal Amount  
\$ \_\_\_\_\_

C.U.S.I.P.  
No. \_\_\_\_\_

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1991\_\_\_\_\_.

Maturity  
Date:

Date of  
Original Issue:

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture as hereinafter defined, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal and redemption price of this Note are payable at the principal corporate trust office of \_\_\_\_\_, in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Trustee in the manner provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of that City to be impressed or reproduced hereon and this Note to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

(manual or facsimile signature)  
Mayor, City of Chicago

(Seal)

Attest:

(manual or facsimile signature)  
City Clerk, City of Chicago

Dated:

**Certificate Of Authentication.**

This is to certify that this  
Note is one of the Notes  
described in the within  
mentioned Indenture.

\_\_\_\_\_  
as Trustee

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

[D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

(Form Of Note -- Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1991 \_\_, of the City of Chicago (the "Notes"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of January 1, 1992, from the City to the Trustee (the "Indenture"), for the purpose of providing funds to fund the City's 1992 cash flow requirements [to provide funds to pay amounts appropriated for specific purposes by the City for the year 1992] [to finance the acquisition of certain capital equipment by the City].

2. Definitions. Any terms used herein but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "Letter of Credit") of \_\_\_\_\_, acting through its Chicago Branch (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount sufficient to pay accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Trustee to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the condition specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources, and each such Note shall

be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. **Interest Rate.** Interest on this Note will be paid at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below). Distinct portions of the aggregate principal amount of the Notes (hereinafter referred to as a "Sub-series") may bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate and one or more other distinct portions of the aggregate principal amount of the Notes may bear interest at a different Short Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes bearing interest at a Commercial Paper Rate may bear interest at distinct Commercial Paper Rates for distinct Commercial Paper Rate Periods, all as set forth in the Indenture.

When interest is payable at a Weekly Rate or Commercial Paper Rate it will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months.

5. **Interest Payment and Record Dates.** Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest has been paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When Interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") set forth in the second column will be paid on the date (an "Interest Payment Date") set forth in the third column to Noteholders of record on the date (a "Record Date") set forth in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before the Interest Payment Date

Rate	Interest Period	Interest Payment Date	Record Date
Commercial Paper	From 1 to 270 days as determined for the Notes (or Sub-series, if applicable) pursuant to the Indenture ("Commercial Paper Rate Period")	First Business Day immediately following the applicable Commercial Paper Rate Period and at maturity	Last Business Day before the Interest Payment Date
Fixed	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Fixed Rate through each succeeding June 30, December 30 or the day preceding the Maturity Date for the Notes	The day following the end of the Interest Period	The fifteenth day of June or December preceding the Interest Payment Date and the 15th day of the month in which the Maturity Date occurs

"Business Day" is defined in the Indenture.

6. Method of Payment. Noteholders must surrender Notes to the Trustee to collect principal or the redemption price (see "Tenders" below). All payments of interest on the Notes shall be paid by the Trustee to Noteholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, as to Notes bearing interest at a Weekly Rate or a Commercial Paper Rate in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or during such period as the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, if no instructions are given as aforesaid, and during a period when the Notes bear interest at a Fixed Rate, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the

Notes is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note under the provisions of this paragraph 7 at 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount of the Note and the purchase date (which must be a Business Day not less than seven (7) days following the date of such notice); and

(ii) the Note to the Trustee (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below), or while the Notes are in Book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made.

Notes Not So Tendered On The Applicable Optional Tender Date Pursuant To Paragraph (a) Above Shall Be Deemed Tendered By The Noteholder Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(b) Mandatory Tenders. The Notes (or Sub-series, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Noteholders Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(i) Mandatory Tender on each Interest Payment Date During Commercial Paper Rate Period. When the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, such Notes (or Sub-series, if applicable) shall be subject to mandatory tender as provided above on the Interest Payment Date for such Notes. If Notes are also

subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) **Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes.** On the effective date of a change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) the Notes (or Sub-series, if applicable) are subject to mandatory tender as provided above on the effective date of such change.

(c) **Payment of Purchase Price.** The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the Note must conform in all respects to the description contained in the applicable notice delivered by the Noteholder pursuant to paragraph 7(a)(i), above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the Notes are in Book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made. Any Note delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Noteholder with the signature of such Noteholder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc.. The Trustee may refuse to accept tender of a Note delivered to the Trustee if a proper instrument of transfer is not provided.

(d) **Delivery Addresses; Additional Delivery Requirements.** Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices To

Remarketing Agent:

First Chicago Capital Markets, Inc.  
One First National Plaza, Suite 0463  
Chicago, Illinois 60670-0463  
Attention: Short Term Trading Desk

Notes (if applicable) And  
Notices To Trustee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

These addresses may be changed by notice mailed by first class mail to the Noteholders at their addresses shown in the registration books maintained by the Trustee.



(f) **Effect of Redemption or Mandatory Tender.** Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date, and Notes optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

8. **Redemption of Notes Prior to Maturity.** All redemptions will be made at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued interest, if any, accrued to the redemption date, as follows:

(a) **Optional Redemption.** When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, such Notes may be redeemed in whole or in part at the option of the City on the first Business Day of any month. The Notes (or Sub-series, if applicable) are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

(b) **Mandatory Redemption for Failure to Reinstate the Letter of Credit Upon an Event of Default under the Reimbursement Agreement** [or in the case of the Series 1992B Notes not more than 60 Days Following the Last Date for Payment of Taxes]. All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives notice from the Bank that the Letter of Credit in respect of the Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, [or] (ii) in the event the Trustee receives notice from the Bank that an event of default has occurred under the Reimbursement Agreement [or (iii) not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Series 1992B Notes were deposited].

(c) **Notice of Redemption.** Notice of the redemption of Notes shall be given by the Trustee by first-class mail to each Noteholder at his or her address shown on the registration books of the Trustee: (i) in the case of the redemption of Notes pursuant to paragraph 8(a) hereof [and clause (iii) of paragraph 8(b) hereof], not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and (ii) in the case of the redemption of Notes pursuant to clause (i) or (ii) of paragraph 8(b) hereof, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of the notice from the Bank described in clause (i) or (ii) of paragraph 8(b) hereof. Failure to give any required notice of optional redemption as to any Notes or any defect therein shall not affect the validity of the call for redemption of any Notes in respect of which no failure or defect occurs. Failure to give any required notice by mail of mandatory redemption of any Notes or any defect therein shall not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect of Notice of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are issuable in fully registered form without coupons in Authorized Denominations. A holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may exchange Notes in accordance with the Indenture. The Trustee may require a Noteholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged for other Notes of the same series at the principal office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Noteholder of this Note shall be treated as the owner of this Note for all purposes.

11. Unclaimed Money. If moneys for the payment of principal, interest or purchase price remains unclaimed for two (2) years, the Trustee will, upon the request of the City and with the consent of the Bank, pay such moneys to or for the account of the City. Thereafter, Noteholders entitled to such moneys must look only to the City and not to the Trustee or the Bank for payment.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of sixty percent (60%) in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture, among other purposes, to cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of a majority in aggregate principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. **No Recourse Against Others.** No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. **Authentication.** This Note shall not be valid until the Trustee executes the certificate of authentication on this Note.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Noteholder or an assignee, such as Ten. Com. (= tenants in common), Ten. Ent. (= tenants by the entireties), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= Custodian) and U.G.M.A. (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I, or we, assign and transfer to:

Insert social security or other  
identifying number of assignee

[\_\_\_\_\_]

[\_\_\_\_\_]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint \_\_\_\_\_ as agent to transfer this Note on the books of the City. The agent may substitute another to act for him.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: \_\_\_\_\_

*Exhibit "B".**1992 Equipment Note.*

<b>Department/Item</b>	<b>Amount</b>
<b>Animal Care And Control:</b>	
<b>3 Vans</b>	\$ 76,000
<b>Computer Equipment</b>	<u>10,000</u>
	\$ 86,000
<b>Budget Office:</b>	
<b>Computer Equipment</b>	\$ 289,000
<b>Buildings:</b>	
<b>Computer Equipment</b>	\$ 136,000
<b>Chicago Public Library:</b>	
<b>Bookstock</b>	\$ 1,000,000
<b>City Council:</b>	
<b>Computer Equipment</b>	\$ 65,000
<b>Consumer Services:</b>	
<b>Technical, Office and Computer Equipment</b>	\$ 100,000
<b>Cultural Affairs:</b>	
<b>Computer Equipment</b>	\$ 12,000

Department/Item	Amount
<b>Disabilities:</b>	
Computer Equipment	\$ 12,000
<b>Environment:</b>	
Alternative Fuel Vehicles/ Environmental Testing Equipment	\$ 50,000
<b>Finance:</b>	
Computer Equipment	\$ 15,000
<b>Fire:</b>	
Pumpers and Ladders	\$ 2,300,000
Ambulances	525,000
Support Equipment	<u>465,000</u>
	\$ 3,290,000
<b>Fleet:</b>	
Vehicles and Equipment	\$ 836,000
Computer Equipment	<u>170,000</u>
	\$ 1,006,000
<b>General Services:</b>	
Vehicles and Equipment	\$ 100,000

Department/Item	Amount
<b>Graphics:</b>	
Computer Equipment	\$ 189,000
Shop Equipment	<u>46,000</u>
	\$ 235,000
<b>Health:</b>	
Lab and Computer Equipment	\$ 162,000
<b>Housing:</b>	
Computer Equipment	\$ 22,000
<b>Human Relations:</b>	
Computer Equipment	\$ 12,000
<b>Human Services:</b>	
Computer Equipment	\$ 89,000
<b>Inquiry And Information:</b>	
Computer Equipment	\$ 19,000
<b>Landmarks:</b>	
Computer Equipment	\$ 7,000
<b>Law:</b>	
Computer Equipment	\$ 131,000
<b>Management Information Systems:</b>	
Computer Equipment	\$ 3,704,000

<b>Department/Item</b>	<b>Amount</b>
<b>Mayor's License Commission:</b>	
<b>Computer Equipment</b>	<b>\$ 14,000</b>
<b>Personnel:</b>	
<b>Computer Equipment</b>	<b>\$ 88,000</b>
<b>Police:</b>	
<b>Unmarked Squad Cars</b>	<b>\$ 2,620,000</b>
<b>Other Vehicles</b>	<b>928,000</b>
<b>Computer Equipment</b>	<b>1,400,000</b>
<b>Technical and Facilities Equipment</b>	<b><u>1,552,000</u></b>
	<b>\$ 6,500,000</b>
<b>Revenue:</b>	
<b>Parking Meters, Boots and Locks</b>	<b>\$ 1,224,000</b>
<b>Computer Equipment</b>	<b><u>115,000</u></b>
	<b>\$ 1,339,000</b>
<b>Streets/Sanitation:</b>	
<b>Cart Program</b>	<b>\$ 1,000,000</b>
<b>Refuse Trucks</b>	<b>7,450,000</b>
<b>Bureau Vehicles and Equipment</b>	<b>3,834,000</b>
<b>Salt Spreaders</b>	<b><u>2,135,000</u></b>
	<b>\$14,419,000</b>

12/11/91

REPORTS OF COMMITTEES

10501

Department/Item	Amount
<b>Transportation:</b>	
Engineering and Computer Equipment	\$ 33,000
<b>Treasurer:</b>	
Office Equipment	\$ 35,000
<b>Zoning:</b>	
Computer Equipment	\$ 22,000
<b>Zoning Board:</b>	
Office Equipment	<u>\$ 8,000</u>
<b>TOTAL:</b>	<u><u>\$33,000,000</u></u>

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**AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT  
WITH MUSEUM OF BROADCAST COMMUNICATIONS  
FOR USE OF CULTURAL CENTER.**

**The Committee on Finance submitted the following report:**

**CHICAGO, December 11, 1991.**

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

Your Committee on Finance, having had under consideration an ordinance concerning the authorizing of a lease agreement between the City of Chicago and the Museum of Broadcast Communications, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the property commonly known as the Cultural Center, 78 East Washington Street, Chicago, Illinois 60602; and

WHEREAS, The City of Chicago wishes to expand and improve the functions of the Cultural Center; and

WHEREAS, The Museum of Broadcast Communications, an Illinois not-for-profit corporation, has expressed its desire to lease a portion of the building in order to operate a Museum of Broadcast Communications and Radio Hall of Fame; and

WHEREAS, The proposed use of the Cultural Center by the Museum would greatly benefit the community at large; now, therefore,

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

**SECTION 1.** The Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago and the Museum of Broadcast Communications in substantially the form as attached hereto subject to the approval of the Commissioner of Cultural Affairs and the Corporation Counsel.

**SECTION 2.** This ordinance shall be effective from and after its passage and approval.

Lease Agreement attached to this ordinance reads as follows:

*Cultural Center Lease.*

This Lease is entered into this \_\_\_ day of \_\_\_\_\_, 199 \_\_, by and between the City of Chicago, an Illinois municipal corporation ("Lessor"), and Museum of Broadcast Communications, an Illinois not-for-profit corporation ("Lessee").

*Recitals:*

Whereas, Lessor is the owner of the property commonly known as the Cultural Center ("Building"), 78 East Washington Street, Chicago, Illinois 60602; and

Whereas, Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, a portion of the Building;

Now, Therefore, In consideration of the mutual covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

*Section 1.*

*Grant.*

Subject to the terms, conditions and covenants hereinafter set forth, Lessor does hereby lease to Lessee approximately 15,305 square feet of the Building as outlined on the floor plan attached hereto as (Sub)Exhibit A ("Premises").

*Section 2.*

*Term.*

The terms of this Lease shall commence on March 1, 1992, and shall terminate on May 30, 2002, subject to the right of Lessor and Lessee to sooner terminate this Lease as set forth herein.

*Section 3.*

*Rent.*

Lessee shall pay to Lessor during the term of this Lease annual rent in the amount of \$1.00. The annual rent shall be paid on the first day of the first month of each year during the term of this Lease at the Offices of the Department of General Services, Bureau of Asset Management, 510 Peshtigo Court, 4th Floor, Chicago, Illinois 60611, or such other place as may hereafter be designated in writing by Lessor.

*Section 4.*

*Use Of The Premises.*

A. Lessee's Use of the Premises. Lessee shall use the Premises for operating a television studio, a Museum of Broadcast Communications and Radio Hall of Fame thereon and for other lawful uses and purposes reasonably related thereto; provided, however, that said uses do not unreasonably interfere with the use of the Building by Lessor or other tenants. In addition to the foregoing, Lessee shall have the right to: (1) hold catered events on the Premises for fundraising purposes, provided that the caterer is fully licensed and insured; (2) operate a gift store on the Premises; and (3) permit third parties to use the Premises for special events not to exceed three days and to collect a fee therefor, provided that Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld.

B. Television Studio. Lessee shall operate its television studio in the southeast corner of the first floor of the Building, and shall be entitled to all revenues generated therefrom. Notwithstanding the foregoing, Lessee agrees to work in association with the Department of Cultural Affairs from

time to time in developing and presenting television programming for public dissemination. All net revenues generated through such association shall be shared equally by the parties.

C. Lessee's Identity. Lessor agrees to provide appropriate signage outside of the Building indicating Lessee's occupancy of the Premises.

D. Lessor's Right to Grant Exclusive Uses. Subject to the rights of Lessee hereunder, Lessor shall have the right to grant to any party the exclusive right to conduct any business in the Building; provided, however, that no such exclusive right shall limit or impair in any way Lessee's right to use the Premises for any purpose set forth in or contemplated by this Lease.

*Section 5.*

*Right To Terminate.*

Either party shall have the right to terminate this Lease upon one hundred eighty (180) days prior written notice anytime after forty-eight (48) months from the date of execution. If Lessor terminates this Lease without the consent or default of Lessee, Lessor agrees to pay Lessee an amount equal to the percentage of the actual cost incurred by Lessee in constructing the improvements to the Premises for the year in which the termination occurs as follows:

Year	Payment
1996	60%
1997	50%
1998	40%
1999	30%
2000	20%
2001	10%
2002	0%

The amount of the actual cost incurred by Lessee in constructing the improvements shall be agreed to in writing and appended to this Lease within thirty (30) days after completion of the work.

*Section 6.*

*Condition Of Premises.*

Lessor acknowledges that it will take possession of the Premises prior to completion of the improvements contemplated by Section 7 of this Lease. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or any of its agents or employees, prior to or at the execution of this Lease that are not herein expressed.

*Section 7.*

*Alterations And Improvements.*

Lessee agrees to improve the Premises in accordance with the drawings, plans and specifications prepared by Lessee at Lessee's sole cost and expense on or before June 1, 1992, subject to delays caused by acts of God, government or public enemy, labor disputes, inability to obtain material or labor on reasonable terms, or other causes beyond the control of Lessee. Lessee shall pay all utility costs it incurs during the construction of the improvements. Under no circumstances shall Lessee be liable for any delay or failure to commence or complete the construction of the improvements, provided such delay is beyond the reasonable control of Lessee. Lessee acknowledges that the Building has been officially designated as an official Chicago Landmark and therefore agrees that Lessee's plans and specifications shall be subject to the written approval of Lessor. No material deviation from the approved drawings, plans and specifications shall be made without the prior written approval of Lessor. Lessee shall obtain all necessary permits prior to commencing any work on the Premises. Lessor agrees to cooperate with Lessor in the issuance of such permits. All work shall be performed in a good and workmanlike manner, and shall be performed in such a way so as to not unreasonably interfere with Lessor's or the public's right to use the Building during construction of the improvements. Lessee shall promptly remove all construction waste and debris from the Building, at its own expense. All work performed by Lessee shall be done in cooperation with Lessor's supervising consultant (who shall be designated by Lessor at a later date) who shall have the right to monitor

all work performed on or about the Premises. Upon completion of the improvements, Lessee shall submit to Lessor a complete set of "as built" drawings and such other documents as may be reasonably requested by Lessor, and shall remove all construction equipment, signage and barricades from the Building. Lessee may make additional improvements and alterations to the Premises from time to time at Lessee's sole cost and expense, provided that such improvements and alterations have been approved by Lessor in writing, which approval shall not be unreasonably withheld.

*Section 8.*

*Lessee's Positive Covenants.*

Lessee covenants that it shall:

- A. Keep the Premises, including, without limitation, the fixtures, displays, display windows and all other facilities, systems and equipment installed in the Premises by Lessee, clean, neat and safe and in good order, repair and condition (including, without limitation, all necessary replacements, painting and decorating).
- B. Before leaving the Premises unattended, close and securely lock all doors.
- C. Comply with all applicable statutes, ordinances and orders, and all reasonable rules and regulations Lessor may adopt from time to time for the protection and welfare of the Building and its tenants, occupants and invitees.
- D. Operate its activities on the Premises during the hours specified from time to time by Lessor, said days and hours may, but need not, be uniform for all tenants in the Building, and shall conduct its business at all times in a business-like and reputable manner, so as to help establish and maintain a good reputation for the Building.
- E. Keep all mechanical devices, Trade Fixtures and non-Trade Fixtures in the Premises free of vibration and noise which may be transmitted beyond the Premises.
- F. Keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests.

- G. Store all trash and garbage in adequate containers within the Premises which Lessee shall maintain in a neat and clean condition so as not to be visible to members of the public, and so as not to create any health or fire hazard. Lessee shall not burn any trash or garbage at any time in or about the Building or Premises.

*Section 9.*

*Lessee's Negative Covenants.*

Lessee covenants that it shall not:

- A. Suffer any waste or damage, disfigurement or injury to the Premises or to any improvements thereon, or to fixtures and equipment thereof, or permit or suffer any overloading of the floors. This subsection shall not be construed to apply to ordinary wear and tear that occurs from the normal use and occupancy of the Premises.
- B. Alter the Premises in any way without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any alterations consented to by Lessor shall be done in a good and workmanlike manner.
- C. Paint, display, inscribe or affix any sign, trademark, picture, advertisement, notice, lettering or direction on any part of the outside of the Building or locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material outside of the Premises, without the prior written consent of Lessor.
- D. Charge any admission fees or tour fees.
- E. Exhibit, sell or offer for sale, use, rent or exchange on the Premises any article, not ordinarily embraced within the use of the Premises specified in this Lease, or occupy or use the Premises or permit the Premises to be occupied or used for any purpose not within the permitted uses as set forth in this Lease.
- F. Place any radio or television antenna on the roof or in any part of the Building without the prior written consent of Lessor; operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises; or operate any electrical device

from which electrical waves will emanate which will interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere.

- G. Allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit or stairway. Lessee shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition.
- H. Operate or permit to be placed on the Premises any coin or token operated vending machine or similar device for the sale of any merchandise, food, beverages, candy, cigarettes or other commodities or services.
- I. Use any advertising medium such as flashing lights, search lights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside of the Premises.
- J. Do or permit anything to be done on or in the Premises which in any way may, in Lessee's sole judgment, create a nuisance in the common areas, disturb any other tenant of the Building or the occupants of neighboring property, or injure the reputation of the Building, or exhibit displays in the windows of the Premises which, in Lessor's sole judgment, are not consistent with the use of the Premises.
- K. Keep or use on the Premises any hazardous, flammable or explosive liquids or materials except those which may be necessary for use in the business of Lessee, and in such case, any such substances shall be delivered, stored and used in accordance with any statute, ordinance or rule now or hereafter in force.
- L. Carry on any activity which would materially increase Lessor's insurance risk or increase or void Lessor's insurance coverage.

#### *Section 10.*

#### *Maintenance.*

A. **Maintenance of Building.** Lessor agrees, at its sole cost and expense, to maintain in good condition and repair: (1) the structural portions of the Building and the Premises, including, without limitation, the roof, exterior walls, exterior glass windows and doors; (2) all mechanical systems of the Building except those systems installed by Lessee; (3) the sidewalks,



alleyways and other walkways providing access to and from the Premises; and (4) the common areas of the Building.

B. Maintenance of Premises. Lessee agrees to maintain the non-structural portions of the Premises in good condition at Lessee's sole cost and expense.

In the event that Lessee should fail to perform any maintenance obligation required by this Lease and the failure continues ten (10) days after being notified in writing of such failure, Lessor may, at its option, make the necessary repairs and charge Lessee for all costs incurred in making such repairs.

C. Janitorial Service. Lessor agrees to provide routine janitorial service for the Building commensurate with the type of janitorial service it provides for other public buildings. If Lessee requires additional janitorial service, Lessor agrees to provide such additional service at Lessee's expense.

#### *Section 11.*

##### *Security.*

Lessor shall provide routine security for the Building commensurate with the type of security it provides for other public buildings it owns. If Lessee requires additional security, Lessor agrees to provide such additional security at Lessee's expense.

#### *Section 12.*

##### *Hours Of Operations.*

Lessee shall use its best efforts to operate its activities on the Premises during the hours of 9:30 A.M. to 5:00 P.M., Tuesday through Saturday, and during the hours of 12:00 P.M. through 5:00 P.M. on Sunday. Lessee may adjust its hours of operation from time to time with the consent of Lessor, which consent shall not be unreasonably withheld, and may hold special private events on the Premises after regular business hours. Lessee may, at its option, remain closed on Mondays and holidays. Lessee's staff may maintain working hours on the Premises after the Building has closed.

*Section 13.*

*Operating Expenses.*

A. **Payment for First Year.** Beginning June 1, 1992, Lessee shall pay to Lessor during the first year of this Lease the sum of \$60,000 as its portion of the operating expenses of the Building. Operating expenses of the Building shall include utilities (except for telephone service), routine janitorial services, routine security, and other similar expenses. Such sum shall be paid in twelve (12) equal installments of \$5,000, in advance, on or before the first day of each month at the offices of the Department of General Services, Bureau of Asset Management, 510 Peshtigo Court, 4th Floor, Chicago, Illinois 60611, or at such other place as may hereafter be designated in writing by Lessor. Any payment not received by Lessor within seven (7) days of its due date shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If the date upon which Lessee is obligated to commence making such payments occurs on a day other than on the first day of a calendar month, or the Lease is terminated on a day other than the last day of a calendar month, then the payment shall be prorated on a per diem basis based upon the actual number of days in such fractional month.

B. **Payment for Succeeding Years.** For each succeeding year during the term of this Lease, Lessee's portion of the operating expenses shall increase by 7.5% per annum, payment of which shall be made in the same manner as set forth in Section 12A, above.

*Section 14.*

*Utilities.*

Lessor agrees to provide heat, air conditioning, water and restrooms, in an amount commensurate with that provided by Lessor in other public buildings.

*Section 15.*

*Taxes.*

Lessor shall pay any and all real estate taxes which may be levied upon the Building; provided, however, that the foregoing shall not apply to taxes

levied against the leasehold of Lessee or any personal property of Lessee located on the Premises.

*Section 16.*

*Eminent Domain.*

If the Premises are acquired by eminent domain by a legally recognized condemning body, this Lease shall terminate upon payment of the condemnation award and all such proceeds shall be paid to Lessor.

*Section 17.*

*Destruction Of Premises.*

If any part of the Premises is damaged or destroyed in any way not caused by Lessee so as to substantially impair Lessee's intended use of the Premises, Lessor, at its option, may repair and restore the Premises to its prior existing condition. Notwithstanding the foregoing, if the Premises: (i) cannot reasonably be repaired or restored to their prior existing condition within one hundred twenty (120) days from the date of the fire or casualty, or (ii) are not repaired or restored to their prior existing condition within said one hundred twenty (120) days, then this Lease may be terminated by Lessee. Lessee may, at its option and at its own expense, repair and restore the Premises to its prior existing condition with reasonable promptness, subject to the written approval of Lessor.

If the Premises are damaged or destroyed by Lessee, then Lessee shall proceed to repair and restore the Premises to its prior existing condition within sixty (60) days from the date of the fire or other casualty (or within a reasonable time if the repairs cannot be made within sixty (60) days). If Lessee has not completed the repairs within sixty (60) days from the date of the fire or other casualty (or is not diligently pursuing the repairs if the repairs cannot be completed within sixty (60) days), then Lessor may, at its option, complete the repairs and submit the bills to Lessee for payment. Lessee shall promptly pay all reasonable bills.

*Section 18.**Insurance.*

Lessee shall procure and maintain at Lessee's own expense, during the term of this Lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Lease.

The kinds and amounts of insurance required are as follows:

1. **Worker's Compensation And Occupational Disease Insurance.**

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are provided a service under this Lease. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

2. **Commercial Liability Insurance (Primary And Umbrella).**

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

3. **Automobile Liability Insurance.**

When any motor vehicles are used in connection with activities to be conducted under this Lease, the Lessee shall provide Automobile Liability Insurance with limits of not less than \$500.00 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4. **All Risk Builders Risk Insurance.**

When Lessee undertakes any construction project, including Improvements, betterments, and/or repairs of Premises, the

Lessee shall provide All Risk Blanket Builders Risk Insurance to cover materials, equipment, and supplies that are or will be part of the permanent facility.

Lessee agrees to furnish the City of Chicago, Department of Cultural Affairs, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease.

The insurance hereinbefore specified shall be carried during the term of this Lease. Failure to carry or keep such insurance in force shall constitute a violation of the Lease, and the City shall have the right to terminate Lease.

The insurance shall provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

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

Lessee expressly understands and agrees that any insurance protection furnished hereunder shall in no way limit Lessee's responsibility to indemnify and save harmless the City under the provisions of this Lease.

The Lessee and each contractor and subcontractor agree that insurer shall waive their rights of subrogation against the City of Chicago.

Lessee shall be liable for all risk of loss to Lessee's furniture, materials, equipment and supplies.

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

#### *Section 19.*

#### *Indemnification.*

A. Lessee's Indemnity. Lessee covenants and agrees that it will protect, save and keep the Lessor, its agents and employees, forever harmless and indemnified against and from any penalty, damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times

protect, indemnify, save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises (or any portion of the Building for which Lessee was granted temporary exclusive use) causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

B. Lessor's Indemnity. Lessor agrees, at all times, to indemnify and hold Lessee harmless against all actions, claims, demands, costs, damages or expenses of any kind which may be brought or made against Lessee or which it may pay or incur by reason of Lessor's negligent performance of or failure to perform any of its obligations under this Lease, including the gross negligent or wilful misconduct of Lessor's agents.

*Section 20.*

*Non-Liability Of Lessor.*

Lessee agrees that, to the extent permitted by law, neither Lessor nor its agents and employees shall be liable for, and Lessee waives all claims for, damage to person or property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Premises or the Building, including, but not limited to, claims for injury or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Lessor's failure to keep the Building or the Premises in good repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe or tank in, upon or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises or Building; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of cotenants, or of other persons or occupants of the Premises or Building or of owners of adjacent or contiguous property, or of Lessor or Lessor's agents and employees. This provision shall not apply to the gross negligence or wilful misconduct of Lessor's agents.

*Section 21.*

*Mechanics' Liens.*

Lessee shall not suffer or permit any mechanics' lien to be filed against the Premises or any part thereof by reason of work, services or materials supplied or claimed to have been supplied to Lessee. Lessee further covenants and agrees to comply with the provision of the Mechanics' Lien Act of the State of Illinois by:

- (i) obtaining, prior to each and every progress payment and final payment made to a contractor doing work upon the Premises, a sworn statement made pursuant to Section 5 of the Mechanics' Lien Act of the State of Illinois setting forth each and every subcontractor and materialman involved in the work and the amount due or to become due each, together with an appropriate partial or final waiver of lien, properly executed and in proper form, from such contractor receiving the progress payment or final payment and from each subcontractor and materialman shown on such sworn statement; and
- (ii) requiring each contractor doing work upon the Premises to obtain, prior to each progress payment or final payment to a subcontractor doing work upon the Premises or to a materialman supplying materials for such work, a sworn statement made pursuant to Section 22 of the Mechanics' Lien Act of the State of Illinois setting forth each and every subcontractor and materialman involved in the work and the amount due or to become due each, together with an appropriate partial or final waiver of lien, properly executed and in proper form, from each subcontractor and materialman shown on such sworn statement.

Upon request, Lessee shall furnish to Lessor copies of any such sworn statements and partial or final waivers of lien.

If a mechanics' lien shall at any time be filed against the Premises, Lessee shall either: (a) cause the same to be discharged of record within twenty (20) days after the date of filing the same; (b) deposit with Lessor such sum as may reasonably be required by Lessor to protect the Premises from any such lien; or (c) deposit with Lessor a surety bond reasonably satisfactory to Lessor to protect the Premises from any such lien. If Lessor shall fail to discharge such mechanics' lien or to make the deposit with Lessor permitted by items (b) and (c) above, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either

by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Lessor for any of the aforesaid purposes, and all reasonable attorney's fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith shall be repaid by Lessee to Lessor on demand. Nothing herein contained shall imply any consent or agreement on the part of Lessor to subject Lessor's estate to liability under any mechanics' lien law.

*Section 22.*

*Lessor's Right Of Inspection.*

Lessee agrees to permit Lessor to enter the Premises at reasonable times during business hours for the purpose of inspecting the same and for the purpose of making any necessary repairs to the Premises and performing any work therein that Lessee has failed or refused to perform and which is necessary to comply with any laws and ordinances and any valid rules, regulations or requirements of any public authority, or that Lessor may reasonably deem necessary to prevent water damage or deterioration in connection with the Premises. Nothing herein shall imply any duty upon the part of Lessor to do any work which, under any provision of this Lease, Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same.

If Lessor is permitted to perform work under this Section 22, Lessor may, during the progress of such work in the Premises, keep and store upon the Premises all necessary materials, tools and equipment. In such event, Lessor shall not be liable for any inconvenience, annoyance, disturbance, loss of business or other damage of Lessee by reason of Lessor's making of such repairs, or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Lessee under this Lease shall not thereby be affected in any manner whatsoever. Lessor agrees, however, in connection with the doing of such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to Lessee as may reasonably be possible in the circumstances.



*Section 23.*

*Holding Over.*

Lessee shall, upon the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Lessor. If there is any holding over by Lessee, the Lease shall be construed to be a tenancy at will upon the terms, covenants and conditions set forth herein. The tenancy shall be terminated by Lessee vacating the Premises or by Lessor giving Lessee three (3) days' written notice of the termination of the tenancy. Lessor shall be entitled to any damages actually sustained by Lessor by reason of Lessee's holding over. Nothing contained in this Section 23 shall be construed as giving Lessee the right to hold over after the termination of this Lease, and Lessor may exercise any and all remedies at law or in equity to recover possession of the Premises.

*Section 24.*

*Default And Remedies.*

A. Lessee's Default. Any of the following events shall constitute an "Event of Default" by Lessee:

1. Lessee fails to make a timely payment of rent, payment for operating expenses, or any other charge required to be paid by Lessee hereunder; or
2. Lessee fails to perform or observe any of the covenants, agreements or obligations required by Lessee hereunder; or
3. Lessee fails to use or occupy the Premises as required in this Lease and the Premises are left unoccupied or unused for a period of thirty (30) consecutive days; or
4. Lessee assigns or transfers its interest in this Lease without the prior written consent of Lessor, or makes an assignment for the benefit of creditors; or
5. Lessee files a case, petition or answer in bankruptcy or seeks reorganization under federal bankruptcy laws or any other applicable insolvency statute; or

6. An insolvency case or petition in bankruptcy is filed against Lessee, or a receiver, trustee or custodian for all or a substantial part of the property of Lessee is appointed by any court, and such insolvency petition is not withdrawn, dismissed, discharged or stayed, or such receiver or trustee is not reserved within sixty (60) days from the filing or appointment thereof.

If an Event of Default occurs which can be cured with due diligence by Lessee within a period of thirty (30) days after Lessor gives Lessee a Notice of Default, Lessee shall commence to cure such default promptly after receipt of such notice and thereafter prosecute the curing of such default with all due diligence. In the case of an Event of Default which cannot be cured with due diligence by Lessee within thirty (30) days after receipt of a Notice of Default, Lessee shall commence to cure such default promptly after receipt of such Notice of Default and thereafter prosecute the curing of such default with all due diligence.

B. Remedies of Lessor. If the default upon which the Notice of Default was based continues to exist thirty (30) days after the giving of such Notice of Default, or Lessee has failed to diligently prosecute the curing of a default which cannot be cured within a period of thirty (30) days, then Lessor may terminate this Lease by a written Notice of Termination given to Lessee any time thereafter specifying the date of termination. Upon receipt of a Notice of Termination given to Lessee pursuant to this Section 24, Lessee shall quit and surrender the Premises to Lessor, but Lessee shall remain liable to Lessor as hereinafter provided. If Lessee fails to immediately surrender the Premises to Lessor, Lessor may re-enter the Premises and remove all persons and all property therefrom. Lessor shall also be entitled to all other remedies available at law or in equity which remedies shall be construed as cumulative. Lessor shall further be entitled to reasonable legal expenses and attorneys' fees incurred in enforcing its rights and remedies hereunder.

C. Remedies of Lessee. If Lessor fails to perform any of its obligations hereunder, or if Lessor is otherwise in violation or breach of any covenant, agreement, representation or warranty contained herein, then, in addition to all other remedies available at law or in equity, Lessee may, after Lessor's failure to cure said default within thirty (30) days of receipt of a Notice of Default (or in the case of a default which cannot be cured with due diligence by Lessor within a period of thirty (30) days Lessor has failed to diligently prosecute the curing of such default) terminate this Lease by a written Notice of Termination to Lessor. Lessee shall be entitled to reasonable legal expenses and attorney's fees incurred in enforcing its remedies hereunder. In addition, upon the termination of this Lease by Lessee due to a default by Lessor, Lessor agrees to reimburse Lessee for its actual costs incurred in improving the Premises in accordance with the formula set forth in Section 5, above.

*Section 25.*

*Lessee's Property.*

All of Lessee's personal property which may at any time be on the Premises shall be there at Lessee's sole risk. Lessee agrees that Lessor shall not be responsible for any damage to or theft of any property left on the Premises. Lessee, at its sole cost and expense, shall acquire the necessary amounts and types of insurance coverage for Lessee's personal property located on the Premises.

*Section 26.*

*Common Areas.*

Lessor grants to Lessee, its employees, agents, customers and invitees, the non-exclusive right to use those portions of the Building from time to time designated by Lessor as common areas, subject to all of the terms, covenants and conditions contained in this Lease. Notwithstanding the foregoing, Lessor agrees that Lessee shall have the exclusive right to use the theater on the second floor of the Building not less than twelve (12) times per year and the G.A.R. Museum and Preston Bradley Hall not less than six (6) times per year, upon the written request of Lessee and subject to those terms and conditions to be agreed upon by the parties. Lessor further agrees that Lessee shall have the exclusive right to use the theater, the G.A.R. Museum and Preston Bradley Hall at such other times if they are available.

*Section 27.*

*Surrender.*

Upon the termination of this Lease whether by forfeiture, lapse of time or otherwise, Lessee shall at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Lessee). Articles of personal property incident to Lessee's business are hereinafter referred to as "Trade Fixtures". All additions, non-Trade Fixtures and improvements, temporary or permanent, in or upon the

Premises placed there by Lessee shall become Lessor's property and shall remain upon the Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Lessee, unless Lessor requests their removal in writing at or before the time of such termination of this Lease. If Lessor so requests removal of said additions, non-Trade Fixtures and improvements and Lessee does not make such removal at the termination of this Lease, or within ten (10) days after such request, whichever is later, Lessor may remove and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, delivery and warehousing to Lessor on demand.

*Section 28.*

*Nondiscrimination.*

During the term of this Lease, Lessee shall not discriminate against any employee or applicant for employment upon the basis of race, age, color, religion, sex, sexual orientation, military discharge, ancestry, parental or marital status, disability, source of income or national origin; nor shall any person be denied admittance or be prevented from participating in any portion of any public function or activity upon the basis of any of the foregoing.

*Section 29.*

*Notices.*

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

If To Lessor:

Department of General Services  
Bureau of Asset Management  
510 Peshtigo Court, 4th Floor  
Chicago, Illinois 60611

With Copies To:

Department of Cultural Affairs  
78 East Washington Street  
Chicago, Illinois 60602  
Attention: Commissioner

Corporation Counsel's Office  
121 North LaSalle Street  
City Hall -- Room 610  
Chicago, Illinois 60602  
Attention: Real Estate and Land  
Use Division

If To Lessee:

Museum of Broadcast  
Communications  
78 East Washington Street  
Chicago, Illinois 60602  
Attention: Operations Manager

With A Copy To:

A. C. Nielsen  
Nielsen Plaza  
Northbrook, Illinois 60062-6288  
Attention: Leonard F. Perkins

Notices delivered by mail shall be deemed effective three (3) calendar days after mailing. Notices delivered personally shall be deemed effective upon receipt. Such addresses and addressees may be changed by notice to the other party given in the same manner as provided herein.

*Section 30.*

*Quiet Enjoyment.*

Lessor covenants and warrants that it is the owner of the Premises; that Lessor has full power and authority to enter into this Lease; and that the Lessor will not interfere with Lessee's right of peaceful and quiet enjoyment of the Premises.

*Section 31.*

*Assignability And Transfer.*

Lessee shall not assign, sublet or transfer this Lease or the Premises, either in whole or in part, without having obtained the prior written consent of Lessor, which consent shall not be unreasonably withheld. No

assignment, sublease or transfer shall relieve Lessee of its obligations under this Lease.

*Section 32.*

*Miscellaneous Provisions.*

- A. Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of the parties, but also to their respective successors and assigns.
- B. All of the agreements of the parties with respect to the Premises are contained in this Lease. No modification, waiver or amendment of this Lease shall be binding unless agreed to in writing by the parties.
- C. Time is of the essence of this Lease and of each and every provision hereof.
- D. If any provision of this Lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by the parties that the remainder of this Lease shall not be affected thereby.
- E. No agent or employee of Lessee shall have any personal interest, direct or indirect, in Lessor, the Lease or the Premises; and no agent or employee of Lessee shall be personally liable to Lessor in the event of a default or breach by Lessee.
- F. The headings of the various sections of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.
- G. No consent or waiver, expressed or implied, by Lessor to or of any breach of any covenant, condition or duty of Lessee under this Lease shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty hereunder.
- H. All negotiations, considerations, representations and understandings between Lessor and Lessee are incorporated herein. No act or omission or course of prior dealing or oral statements of Lessor, its agents or employees, shall alter, change or modify any of the provisions hereof. This Lease contains the entire agreement of the parties and may not be modified except by an instrument in writing signed by both Lessor and Lessee.

All prior communications from Lessor with respect to estimated charges payable by Lessee hereunder are for information only, and are not to be construed as a representation or warranty of the actual charges which Lessee is or may be required to pay hereunder, or as binding upon Lessor in any manner whatsoever unless specifically provided to the contrary herein.

- I. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Lessor and Lessee respectively and that by their execution of this Lease, it became the binding obligation of Lessor and Lessee respectively, subject to no contingencies or conditions except as specifically provided herein. The parties executing this Lease on behalf of Lessee further represent and warrant that all necessary corporate action has been taken to authorize the execution of this Lease by the persons executing the same on behalf of Lessee. A certified copy of the resolutions of Lessee's Board of Directors authorizing the same shall be provided to Lessor concurrently with or prior to the execution of this Lease by Lessee.
- J. No receipt of money by or on behalf of Lessor from Lessee after the termination of this Lease, the service of any notice, the commencement of any suit or entry of final judgement for possession shall reinstate, continue or extend the terms or affect any such notice, demand, suit, or judgment.
- K. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
- L. This Lease (or a Memorandum of Lease) may be recorded with the Office of the Cook County Recorder of Deeds. The party desiring such recordation shall pay the cost of recording the document.

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

Museum of Broadcast  
Communications, an Illinois  
not-for-profit corporation

City of Chicago, a municipal  
corporation

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

By: \_\_\_\_\_  
Commissioner of General  
Services

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

Approved:

\_\_\_\_\_  
Commissioner of Cultural Affairs

Approved As To Form And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

[(Sub)Exhibit "A" attached to this Lease Agreement  
printed on pages 10526 through  
10527 of this Journal.]

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH URBAN DEVELOPMENT CORPORATION  
AND EAST LAKE MANAGEMENT AND DEVELOPMENT  
CORPORATION FOR REHABILITATION OF  
PROPERTY AT 4801 -- 4807 SOUTH  
VINCENNES AVENUE.**

The Committee on Finance submitted the following report:

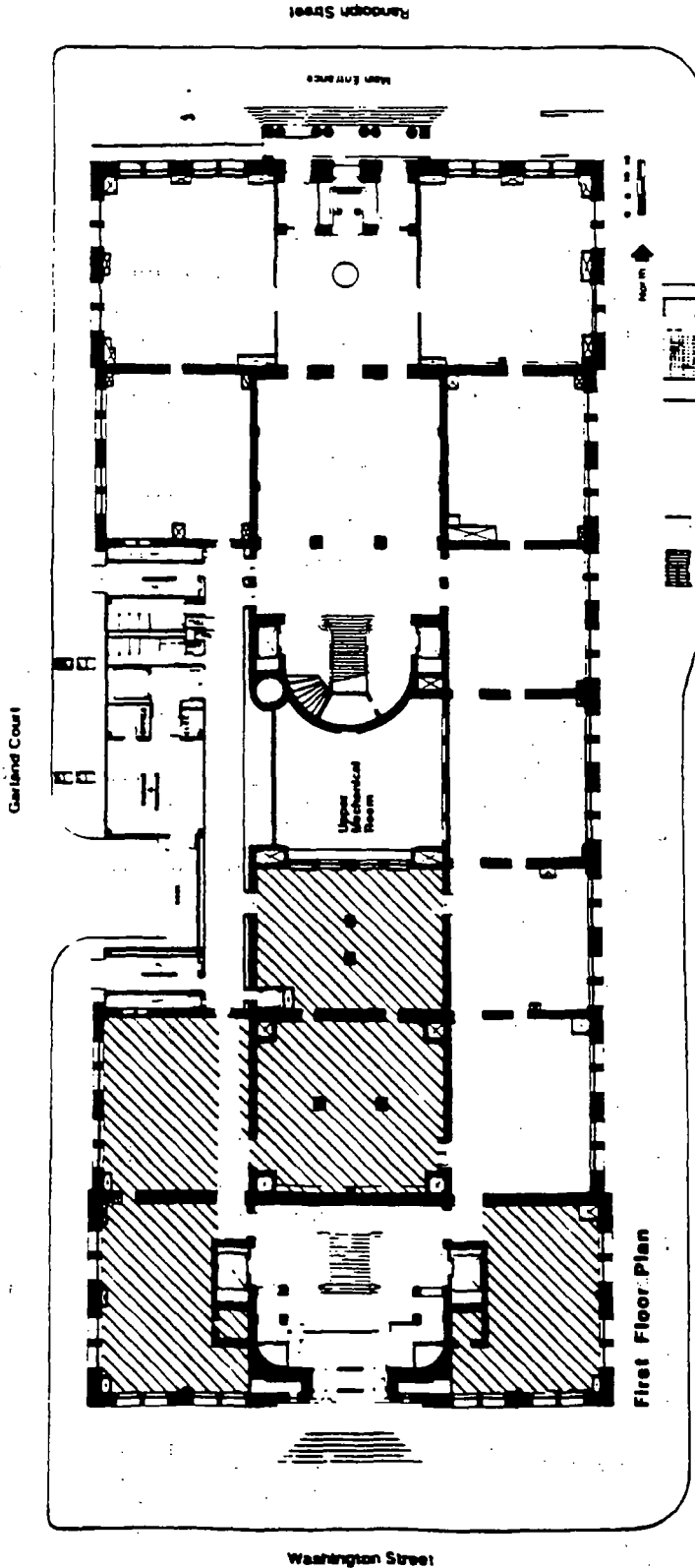
(Continued on page 10528)



(Sub)Exhibit "A".

(Page 1 Of 2)

CHICAGO CULTURAL CENTER City of Chicago Department of Cultural Affairs



INSTITUTION Museum of Broadcast Communications DATE 12/4/91

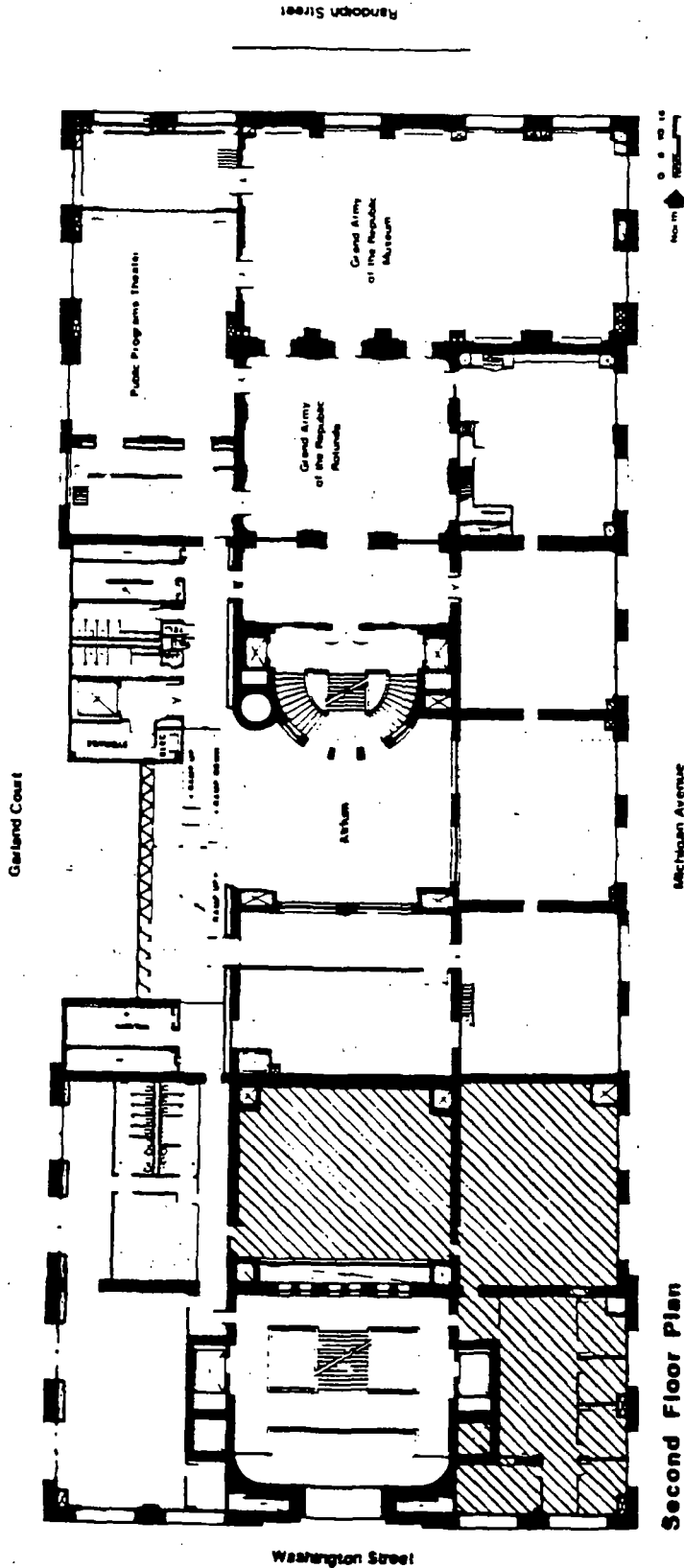
Floor Area*	Gross	Usable
First Floor	-	± 9,525 sq. ft.
Second Floor	-	± 5,780 sq. ft.
<b>TOTAL</b>		<b>±15,305 sq. ft.</b>

\*Indicated by cross-hatched symbol on floor plan

(Sub)Exhibit "A".

(Page 2 Of 2)

CHICAGO CULTURAL CENTER City of Chicago Department of Cultural Affairs



Second Floor Plan

INSTITUTION Museum of Broadcast Communications DATE: 12/4/91

Floor Area: Gross Usable

\*Indicated by cross-hatched symbols on floor plan

(Continued from page 10525)

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement between the City of Chicago, the Urban Development Corporation and East Lake Management and Development Corporation for the property located at 4801 -- 4807 South Vincennes Avenue, in the amount of \$577,880, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists

within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

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

WHEREAS, The City has programmed \$11,950,000 of Community Development Block Grant funds for its Housing Rehabilitation Program (the "Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, The United States Department of Housing and Urban Development approved an allocation of \$2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which Urban Development Corporation and East Lake Management and Development Corporation are the sole general partners, in an amount not to exceed \$577,880 (the "Loan"), to be funded from \$237,880 of Multi-Program Year XVII funds and \$340,000 of Rental Rehabilitation Program Year VII 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 on Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program and the Rental Rehabilitation

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

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

*Exhibit "A".*

**Borrower:** A limited partnership to be formed with Urban Development Corporation, an Illinois not-for-profit corporation, and East Lake Management and Development Corporation, an Illinois corporation, as the sole general partners (the "General Partners") and others to be hereafter selected as the limited partners.

**Project:** Acquisition and rehabilitation of a building located at 4801 -- 4807 South Vincennes Avenue ("Property") and of 20 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families.

**Loan:**

<b>Source:</b>	Multi-Program Year XVII.
<b>Amount:</b>	Not to exceed \$237,880.
<b>Source:</b>	Rental Rehabilitation Program Year VII.
<b>Amount:</b>	Not to exceed \$340,000.
<b>Term:</b>	40 years from the Payment Date as defined below.
<b>Interest:</b>	0% per annum.

**Repayment:** On the Payment Date and on the first day of each month thereafter until the fourth anniversary of the Payment Date, principal payments of \$481.50 will be paid. On the fourth anniversary of the Payment Date and on the first day of each month thereafter until the first day of the 479th month following the Payment Date, principal payments of \$1,214 will be paid. All unpaid principal shall be due on the first day of the 479th month following the Payment Date. Payments will begin on the earlier of (a) the first day of the 15th month after the Loan closing or (b) the first day of the eighth month after final disbursement ("Payment Date").

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

**Additional  
Financing:**

1. **Amount:** \$200,000.  
**Term:** 30 years.  
**Source:** Harris Trust and Savings Bank.  
**Interest:** Adjustable rate; not to exceed 13% per annum.  
**Security:** Non-recourse loan; first mortgage on the Property.
2. **Amount:** \$210,000.  
**Term:** 30 years.  
**Source:** Illinois Affordable Housing Trust Fund.  
**Interest:** 1% per annum.  
**Security:** Non-recourse loan; third mortgage on the Property.

3. Low-Income  
Housing Tax  
Credit  
("L.I.H.T.C.")  
Proceeds: Approximately \$395,556.  
  
Source: To be derived from the syndication by  
the General Partners of \$85,500  
L.I.H.T.C. allocation by the City.
4. Equity  
Amount: \$100.  
  
Source: General Partners.

Total Project  
Costs: \$1,383,536.

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AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH UNITED NEIGHBORHOOD ORGANIZATION  
AND EAST LAKE MANAGEMENT AND DEVELOPMENT  
CORPORATION FOR REHABILITATION OF PROPERTIES  
AT 3066 EAST 92ND STREET, 9001 SOUTH  
MUSKEGON AVENUE AND 2258 SOUTH  
SACRAMENTO AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the City of Chicago and Southeast/Little Village Associates for the properties located at 3066 East 92nd Street, 9001 South Muskegon Avenue and 2258 South Sacramento Avenue, in the amount of \$895,000, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$11,950,000 of Community Development Block Grant funds for its Housing Rehabilitation Program (the "Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and



WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, The United States Department of Housing and Urban Development approved an allocation of \$2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower"), of which United Neighborhood Organization (or a wholly owned subsidiary thereof) and East Lake Management and Development Corporation will be the sole general partners, in an amount not to exceed \$895,000 (the "Loan"), to be funded from \$633,142 of Multi-Program Year XVII funds and \$261,858 of Rental Rehabilitation Program Year VII 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") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program and the Rental Rehabilitation 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. This ordinance shall be effective as of the date of its passage.

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

*Exhibit "A"*

**Borrower:** A limited partnership to be formed with United Neighborhood Organization, an Illinois not-for-profit corporation (or a wholly owned subsidiary thereof), and East Lake Management and Development Corporation, an Illinois corporation, as the sole general partners (the "General Partners") and others to be hereafter selected as the limited partners.

**Project:** Acquisition and rehabilitation of three buildings located at 3066 East 92nd Street, 9001 South Muskegon Avenue and 2258 South Sacramento Avenue ("Property") and of 29 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families.

**Loan:**

<b>Source:</b>	Multi-Program Year XVII.
<b>Amount:</b>	Not to exceed \$633,142.
<b>Source:</b>	Rental Rehabilitation Program Year VII.
<b>Amount:</b>	Not to exceed \$261,858.
<b>1. Amount:</b>	\$250,000.
<b>Term:</b>	30 years from the Payment Date as defined below.
<b>Interest:</b>	1% per annum.
<b>Repayment:</b>	Monthly installments of principal and interest of \$654.66, beginning on the earlier of (a) the first day of the 15th month after the Loan closing or (b) the first day of the eighth month after final disbursement ("Payment Date"). All unpaid principal and accrued but unpaid interest shall be due on the first day of the 359th month (the "Maturity Date") following the Payment Date.

2. **Amount:** \$645,000.
- Term:** 30 years from the Payment Date.
- Interest:** 0% per annum.
- Repayment:** Monthly installments of principal equal to 25% of residual receipts after debt service, beginning on the Payment Date. All unpaid principal shall be due on the Maturity Date.
- Security:** Non-recourse loan; second mortgage on the Property.

**Additional Financing:**

1. **Amount:** \$390,000.
- Term:** 30 years.
- Source:** Cole Taylor Bank.
- Interest:** Adjustable rate; not to exceed 13.5% per annum.
- Security:** Non-recourse loan; first mortgage on the Property.
2. **Low-Income Housing Tax Credit ("L.I.H.T.C.")**  
**Proceeds:** Approximately \$715,909.
- Source:** To be derived from the syndication by the General Partners of \$143,500 L.I.H.T.C. allocation by the City.
3. **Equity Amount:** \$100.
- Source:** General Partners.

**Total Project Costs:**

\$2,001,009.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH MARSHWAY DEVELOPMENT  
CORPORATION FOR ACQUISITION AND  
REHABILITATION OF PROPERTY  
AT 1722 -- 1724 WEST JUNEWAY  
TERRACE AND 7700 -- 7706  
NORTH MARSHFIELD  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement between the City of Chicago and the Marshway Development Corporation for the property located at 1722 -- 1724 West Juneway Terrace and 7700 -- 7706 North Marshfield Avenue, in the amount of \$1,106,218, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:26 A.M..

At this point in the proceedings, Alderman Burke moved that the City Clerk publish said passed ordinance in a Special Pamphlet to be made available for public inspection and distribution. The motion *Prevailed*.

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$11,950,000 of Community Development Block Grant funds for its Housing Rehabilitation Program (the "Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") approved an allocation of \$2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, The City has been notified by H.U.D. that it has been awarded a Special Purpose Grant (the "Grant Award"), pursuant to the Appropriations Act of 1991, in the amount of \$667,000 to assist the Ashland

II Redevelopment Project, and pursuant to Public Law 102-139, the Grant Award has been modified so that it shall be used to assist the Project (as described in Exhibit A attached hereto and made a part hereof); and

WHEREAS, It is in the best interest of the City to accept the Grant Award for the Project and to use the proceeds of the Grant Award to repay the Acquisition Loan (as hereinafter defined); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which Marshway Development Corporation will be the sole general partner, in an amount not to exceed \$1,106,218 (the "Loan"), to be funded from \$1,086,218 of the Multi-Program Year XVII funds and \$20,000 of Rental Rehabilitation Program Year VII funds, pursuant to the terms and conditions set forth in Exhibit A hereto; and

WHEREAS, \$667,000 of the portion of the Loan to be funded from Multi-Program Year XVII funds (the "Acquisition Loan") shall be used solely for acquisition of the Project by the Borrower and shall be repaid from the proceeds of the Grant Award, and the remaining portion of the Loan (the "Rehabilitation Loan") shall be used solely for rehabilitation of the Project, and the terms and conditions of the Acquisition Loan and the Rehabilitation Loan are set forth in Exhibit A hereto; now, therefore,

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

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

SECTION 2. The City Council hereby authorizes the acceptance of the Grant Award for the Project in the amount of \$667,000 to be used for the acquisition of the Project by the Borrower.

SECTION 3. The City Council hereby appropriates to Fund 925 the amount of \$667,000 or such amounts as may actually be received from H.U.D. for the Project.

SECTION 4. Upon receipt of proper documentation, the Comptroller of the City is hereby directed to disburse the Grant Award as required to carry out the Project.

SECTION 5. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") is 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 Grant Award and the terms and program objectives of the Multi-Program and the Rental Rehabilitation 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 and the Grant Award 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 6.** This ordinance shall be in full force and effect from and after the date of its passage and publication as provided by law.

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

*Exhibit "A".*

**Borrower:** A limited partnership to be formed with Marshway Development Corporation, an Illinois corporation and wholly owned subsidiary of Peoples Housing, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

**Project:** Acquisition and rehabilitation of two buildings located at 1722 -- 1724 West Juneway Terrace and 7700 -- 7706 North Marshfield Avenue, Chicago, Illinois ("Property"), and the conversion of 28 dwelling units contained therein as two-, three- and four-bedroom units for low- and moderate-income families.

**Acquisition  
Loan:**

**Source:** Multi-Program Year XVII.

**Amount:** Not to exceed \$667,000.

**Term:** 40 years from the Payment Date as defined below.

**Interest:** 0% per annum.

**Repayment:** Principal shall be due on the earlier of (a) the date of receipt by the City of the proceeds of the Grant Award, or (b) the first day of the 479th month following the Payment Date.

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

**Rehabilitation Loan:**

**Source:** Multi-Program Year XVII.

**Amount:** Not to exceed \$419,218.

**Source:** Rental Rehabilitation Program Year VII.

**Amount:** Not to exceed \$20,000.

**Term:** 40 years from the Payment Date.

**Interest:** 0% per annum.

**Repayment:** Monthly payments of principal in the fixed amount of \$915.03. Payments will begin on the earlier of (a) the first day of the fifteenth month after the Loan closing or (b) the first day of the eighth month after final disbursement of the Loan ("Payment Date"), with all unpaid principal due on the first day of the 479th month following the Payment Date.

**Security:** Non-recourse loan; third mortgage on the Property during the term of the Acquisition Loan, and thereafter, second mortgage on the Property.

**Grant Award:**

**Source:** Public Law 102-139.

**Amount:** Not to exceed \$667,000.

**Term:** 30 years.

**Interest:** 0% per annum.

**Repayment:** A debt service reserve account will be established collecting 50% of available net cash flow for 30 years. Any funds remaining in the escrow account at the end of the thirtieth year will be used toward repayment of the Grant Award.



The balance of the Grant Award will be forgiven.

Use: Repayment of the Acquisition Loan.

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

**Additional  
Financing:**

1. Amount: \$450,000.  
Term: 30 years.  
Source: The Northern Trust Company.  
Interest: Adjustable rate, not to exceed 12.50% per annum.  
Security: Non-recourse loan; first mortgage on the Property.

2. Low-Income Housing Tax Credit ("L.I.H.T.C.")  
Proceeds: Approximately \$1,539,309.  
Source: To be derived from the syndication by the General Partner of \$219,000 L.I.H.T.C. reservation by the City.

3. Equity Amount: \$100.  
Source: Borrower.  
Amount: \$69,072.  
Source: General Partner.

**Total Project Costs:** \$3,164,699.

AMENDMENT OF ORDINANCE WHICH APPROVED LOAN TO  
HUMBOLDT PARK ELDERLY HOUSING CORPORATION  
FOR ACQUISITION OF PROPERTY AND  
CONSTRUCTION OF BUILDING AT  
1111 NORTH FRANCISCO  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of an ordinance approving a loan and security agreement between the City of Chicago and the Humboldt Park Elderly Housing Corporation in the amount of \$179,000, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City Council") has previously authorized a Housing Rehabilitation Program ("Multi-Program") loan (the "Loan") in an amount not to exceed \$179,000 to Humboldt Park Elderly Housing Corp., an Illinois not-for-profit corporation (the "Borrower"), for the acquisition of land in connection with the construction of a building to be located at 1111 North Francisco Avenue ("Property") by ordinance enacted on October 23, 1991 and published at pages 6758 -- 6760 of the Journal of the Proceedings of the City Council of said date (the "Prior Ordinance"); and

WHEREAS, The Department of Housing has reviewed and approved a modification to the Loan to allow an entity approved by the United States Department of Housing and Urban Development ("H.U.D.") to assume the Loan upon a sale or transfer of the Property while H.U.D. holds a mortgage on the Property; 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. Exhibit A to the Prior Ordinance is amended hereby to add under the caption "Loan" the following:

Condition: An entity approved by H.U.D. is permitted to assume the Loan upon a sale or transfer of the Property while H.U.D. holds a mortgage on the Property.

SECTION 3. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance, as amended, shall remain in full force and effect.

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

AUTHORIZATION FOR AMENDMENT OF LOAN AND SECURITY  
AGREEMENT WITH JERRY KOZLOWSKI AND KASIMIR  
KRASUSKI AND EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH T.A.C.H. BROADMOOR  
DEVELOPMENT CORPORATION FOR  
PROPERTIES AT 7600, 7605 AND  
7609 NORTH BOSWORTH  
AVENUE AND 1514  
WEST HOWARD  
STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of a loan and security agreement between the City of Chicago, Jerry Kozlowski and Kasimir Krasuski, and to enter into and execute a loan and security agreement between the City of Chicago and T.A.C.H. Broadmoor Development Corporation in the amount of \$2,435,629, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$11,950,000 of Community Development Block Grant funds for its Housing Rehabilitation Program (the "Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which T.A.C.H. Broadmoor Development Corporation will be the sole general partner, in an amount not to exceed \$1,960,629 (the "Loan"), to be funded from Multi-Program Year XVII funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City has previously made two loans in the aggregate principal amount of \$634,000, of which \$475,000 is currently outstanding (the "Prior Loans") to Jerry Kozlowski and Kasimir Krasuski (the "Prior Borrowers") in connection with the rehabilitation of a building (the "Building") constituting a portion of the Property (as defined in Exhibit A hereto), by the Prior Borrowers, and the Prior Loans were each evidenced by a promissory note (the "Prior Notes") and secured by a mortgage on the Building (the "Prior Mortgages"); and

WHEREAS, Subsequently, Alpha Development Corporation ("Alpha") became the sole beneficial owner of the Building, agreed to pay the Prior Notes and assumed the Prior Borrowers' obligations under the Prior Mortgages; and

WHEREAS, In connection with the Project, the Borrower desires to acquire the Building from Alpha and to assume Alpha's obligations (the

"Obligations") under the Prior Notes and the Prior Mortgages with certain amendments thereto; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the assumption by the Borrower of the Obligations with certain amendments as described under "Existing Loan" in Exhibit A attached hereto (the Obligations as so amended being hereinafter referred to as the "Existing Loan"); 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 assumption by Alpha of the obligations of the Prior Borrowers under the Prior Notes and the Prior Mortgages is hereby ratified. The assumption by the Borrower of the Existing Loan is hereby authorized.

SECTION 3. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan, the assumption by the Borrower of the Existing Loan, and the terms and program objectives of the Multi-Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan and Existing Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

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

*Exhibit "A".*

Borrower: A limited partnership to be formed with T.A.C.H. Broadmoor Development Corporation, an Illinois not-for-profit corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

**Project:** Acquisition and rehabilitation of four buildings located at 7600, 7605 and 7609 North Bosworth Avenue and 1514 West Howard Street, Chicago, Illinois ("Property") and of 134 dwelling units contained therein as efficiencies, one-, two- and three-bedroom units for low- and moderate-income families.

**Loan:**

**Source:** Multi-Program Year XVII.

**Amount:** Not to exceed \$1,960,629.

**Term:** 25 years from the Payment Date as defined below.

**Interest:** 1.0% per annum.

**Repayment:** Monthly payments of principal and interest in the fixed amount of \$4,958. Payments will begin on the earlier of (a) the first day of the fifteenth month after the Loan closing or (b) the first day of the eighth month after final disbursement of the Loan proceeds ("Payment Date"), with all unpaid principal and interest due on the first day of the 299th month following the Payment Date.

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

**Existing Loan:**

**Source:** Multi-Program Year XII and Rental Rehabilitation Program.

**Amount:** Not to exceed \$475,000.

**Term:** 25 years from the Payment Date.

**Interest:** 0% per annum.

**Repayment:** Monthly payments of principal up to 25% of net residual receipts after payment of principal and interest on the third mortgage loan. Payments will begin on the Payment Date, with all unpaid principal due on the first day of the 299th month following the Payment Date.

	<b>Security:</b>	Non-recourse loan; fourth mortgage on the Property.
<b>Additional Financing:</b>	1. <b>Amount:</b>	\$2,300,000.
	<b>Term:</b>	20 years.
	<b>Source:</b>	Community Investment Corporation.
	<b>Interest:</b>	Adjustable rate, not to exceed 13.5% per annum.
	<b>Security:</b>	Non-recourse loan; first mortgage on the Property.
	2. <b>Amount:</b>	\$350,000.
	<b>Term:</b>	25 years.
	<b>Source:</b>	Illinois Affordable Housing Trust Fund.
	<b>Interest:</b>	1.0% per annum.
	<b>Security:</b>	Non-recourse loan; third mortgage on the Property.
	3. <b>Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:</b>	Approximately \$2,261,784.
	<b>Source:</b>	To be derived from the syndication by the General Partner of \$430,000 L.I.H.T.C. reservation by the Illinois Housing Development Authority.
4. <b>Equity Amount:</b>	\$100.	
<b>Source:</b>	General Partners.	
<b>Total Project Costs:</b>		\$7,347,513.



AUTHORIZATION FOR ACCEPTANCE OF GRANT AWARD  
FOR REHABILITATION OF PROPERTY IN  
WEST TOWN COMMUNITY  
NEIGHBORHOOD.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the acceptance of a grant from the United States Department of Housing and Urban Development, in the amount of \$1,350,000, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:27 A.M..

At this point in the proceedings, Alderman Burke moved that the City Clerk publish said ordinance in a Special Pamphlet to be made available for public inspection and distribution. The motion *Prevailed*.

The following is said ordinance as passed:

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has awarded a Special Purpose Grant (the "Grant Award"), to the City of Chicago (the "City"), pursuant to Public Law 101-507, the Appropriations Act for 1991, in the amount of \$1,350,000 for the Bickerdike Redevelopment Corporation (the "Project"); and

WHEREAS, The activities of the Project consist of the rehabilitation of 70 units in three buildings to provide housing for low-income persons in the West Town Community neighborhood of the City; and

WHEREAS, It is in the best interest of the City to accept the Grant Award for the Project; now, therefore,

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

SECTION 1. The City Council hereby authorizes the acceptance of the Grant Award for the Project in the amount of \$1,350,000.

SECTION 2. The City Council hereby appropriates to Fund 925 the amount of \$1,350,000 or such amounts as may actually be received from H.U.D. for the Project.

SECTION 3. The Comptroller of the City is hereby directed to disburse the Grant Award as required to carry out the Project.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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AUTHORIZATION FOR ESTABLISHMENT OF  
QUALIFIED MORTGAGE CREDIT  
CERTIFICATE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of a qualified mortgage credit certificate program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

Alderman Beavers 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 Illinois provides that "any municipality which has a population of more than 25,000. . .(is) a home rule unit" and the City of Chicago, Cook and DuPage Counties, Illinois (the "City"), has a population of more than 25,000 and is therefore a home rule unit and may, under the power granted by said Section 6(a) of Article VII of said Constitution of 1970, exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the borders of the City a recognized need for decent, safe, sanitary and well structured and maintained housing which persons of moderate income can afford; and

WHEREAS, The United States government has authorized the several states and their political subdivisions to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Internal Revenue Code of 1986 (the "Code") which entitle qualifying individuals to a credit against their individual federal income tax, in lieu of qualified mortgage bonds as defined in Section 143(a) of the Code ("Qualified Mortgage Bonds"); and

WHEREAS, In furtherance of its home rule powers, the City hereby finds and determines that it is necessary and desirable and will provide for and promote the public health, safety and welfare of the citizens of the City to establish and implement a qualified mortgage credit certificate program and to issue Certificates; and

WHEREAS, To provide for the issuance of the Certificates it is necessary for the City to authorize the issuance of a form of Mortgage Credit Certificate Election of the City in substantially the form attached hereto as Exhibit A, as more particularly described in Section 7 hereof (the "Election"); now, therefore,

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

SECTION 1. Home Rule Authority. The City is a home rule unit under the provisions of the 1970 Constitution of Illinois, and as a home rule unit, may, under the powers granted by Section 6(a) of Article VII thereof, "exercise any power and perform any function pertaining to its government and affairs", and this ordinance is passed pursuant to the City's home rule powers, any provisions contained in any other City ordinance or resolution or in Illinois law to the contrary notwithstanding.

SECTION 2. Declaration of Public Purpose. It is hereby determined that the purpose of this ordinance is to take steps designed to reduce the cost of financing for the acquisition, rehabilitation or improvement of principal residence housing located in the City, to provide decent, safe and sanitary housing for qualifying persons of moderate income. It is further hereby determined that such principal residence ownership, rehabilitation and improvement will provide for and promote the public health, safety, morals and welfare, maintain and foster the increase of industrial and commercial activity and economic development, and preserve and increase the ad valorem tax base of the City and its environs. The foregoing are hereby declared and determined to be public purposes and functions pertaining to the government and affairs of the City.

SECTION 3. Establishment Of Qualified Mortgage Certificate Program.

(a) There is hereby established and implemented a qualified mortgage credit certificate program under Section 25 of the Code (the "Program") for the purpose of issuing Certificates. The Certificates shall be issued to Borrowers qualified to receive Certificates ("Borrowers") pursuant to Section 25 of the Code and the Treasury Regulations promulgated hereunder (the "Program Regulations") in connection with the acquisition, rehabilitation or improvement of the Borrower's principal residence housing within the incorporated area of the City (the "Program Area").

(b) The Certificates shall carry (1) a Credit Rate (as defined in the Program Regulations) as shall be provided in the Administration Agreement described in Section 5 hereof, which Credit Rate shall be not less than 10 percent nor more than 50 percent and (2) an Indebtedness Amount (as defined in the Program Regulations) specified in each Certificate.

(c) The City hereby elects not to issue Qualified Mortgage Bonds in a principal amount not to exceed \$63,000,000 that were otherwise authorized to be issued by the City during calendar year 1990 pursuant to Sections 103, 143(a) and 146 of the Code and the regulations promulgated thereunder (which authority was carried forward to 1991 as described in Section 9 hereof) (the "Unissued Bonds"). The amount of Unissued Bonds shall be specified in the Election.

(d) The City Comptroller is hereby authorized to file timely, or to cause the timely filing of, all reports, as are or may be required by Section 25 of the Code and the Program Regulations in connection with owner-financed target-area residences (as defined in the Program Regulations), if any, within the Program Area.

(e) The Certificates authorized herein shall be provided in the manner, amounts and time frames as are required by the Program Regulations in connection with owner-financed target-area residences (as defined in the Program Regulations), if any, within the Program Area.

(f) The amount of fees to fund the costs of the Program shall be set forth in the Administration Agreement described in Section 5 hereof. The amount and type of such fees shall not be unreasonable and shall include only those which are permissible under the Program Regulations.

**SECTION 4. Aggregate Limit of Certificates.** The Total Proceeds of the Certificates (as defined in the Program Regulations) shall not exceed 25 percent of the principal amount of Unissued Bonds specified in the Election. Total Proceeds shall be determined as provided in the Program Regulations.

**SECTION 5. Administration Agreement.** Prior to issuance of the Certificates, the City shall enter into an administration agreement (the "Administration Agreement"), the form of which shall be approved by City Council, with a program administrator (the "Program Administrator") and

local administrator ("Local Administrator") to administer the details of the Program and to provide for the issuance of the Certificates.

**SECTION 6. Certificates.** For the purpose of lowering borrowing costs for Borrowers, there is hereby authorized to be issued and delivered pursuant to this ordinance and the Administration Agreement, Certificates, the Total Proceeds of which shall be limited as provided in Section 4 hereof. The Certificates shall be designated "City of Chicago, Cook and DuPage Counties, Illinois Single-Family Mortgage Credit Certificates, Series 1992". The Certificates shall be executed by the manual or facsimile signatures of the Mayor and the City Clerk of the City, and the seal of the City or a facsimile thereof shall be affixed thereto or printed thereon. At the time each Certificate is issued, it shall be countersigned by the manual signature of the Local Administrator or otherwise as provided in the Administration Agreement.

The form of the Certificates shall be that prescribed by the Internal Revenue Service. If no form is prescribed or if such form is not readily available, the Certificates shall be issued in the form prepared by the City. The Certificates shall contain the information required by the Program Regulations and such other information as the City Comptroller in his discretion may deem necessary.

**SECTION 7. Mortgage Credit Certificate Election.** The Election in substantially the form attached hereto as Exhibit A is hereby approved in all respects. The principal amount of Unissued Bonds shall be \$63,000,000 or such lesser amount as is set forth in the Election as executed by the Mayor, his execution thereof to constitute conclusive evidence of his and the City Council's approval of such lesser amount. The Mayor is hereby authorized to execute, deliver and file the Election on behalf of the City, such Election to be in substantially the form set forth in Exhibit A, with such changes therein as shall be approved by the Mayor.

**SECTION 8. Public Notice.** At least 90 days prior to the issuance of a Certificate under the Program, public notice of the eligibility requirements for the Certificates and the method of Certificate issuance shall be published once in a newspaper of general circulation in the City as required by the Program Regulations.

**SECTION 9. Volume Cap.** There is hereby allocated to the Unissued Bonds an amount of the City's unused "volume cap" (as defined in Section 146 of the Code) for the calendar year 1990 (the "Unused Cap") not exceeding \$63,000,000 or such lesser amount as shall be specified in the Election. Such allocation to the Unissued Bonds shall be made from the \$63,000,000 principal amount of Unused Cap previously carried forward for the purpose of issuing Mortgage Revenue Bonds or Mortgage Credit Certificates pursuant to a Carryforward Election filed on February 15, 1991 pursuant to Section 146(f) of the Code.

**SECTION 10. Program Restrictions.** Except as permitted by the Program Regulations: (i) no Certificates shall be issued with regard to any residence financed in whole or in part through the proceeds of Qualified Mortgage Bonds or Qualified Veterans Mortgage Bonds (as defined in Section 143(b) of the Code), (ii) the Program shall not be limited to indebtedness incurred from particular lenders, (iii) Certificates shall not be transferable, (iv) no block of Certificates may be allocated for use in connection with a particular development unless the developer shall certify that the price of the residence is no higher than it would be without the use of the Certificate.

**SECTION 11. Approval of Further Actions.** From and after the execution and delivery of the documents hereby approved, the proper officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this ordinance, including the preambles hereto. All acts and doings of the officials which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance of the Certificates and the establishment of the Program are hereby in all respects, approved and confirmed. The City reserves the right to make a further election in 1992 not to issue Qualified Mortgage Bonds in order to issue additional Certificates.

**SECTION 12. Severability.** The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declarations shall not affect the validity of the remainder of the sections, phrases or provisions.

**SECTION 13. Repeal of Conflicting Ordinance, Resolution, Et Cetera.** All ordinances, resolutions, orders or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

**SECTION 14. Effective Date.** This ordinance shall be effective upon its passage.

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

*Exhibit "A".**Mortgage Credit Certificate Election.**City of Chicago, Illinois.*

I, The Undersigned, Mayor of the City of Chicago, Illinois (the "City") hereby certify that this Election is executed and delivered for and on behalf of the City in connection with its Mortgage Credit Certificate Program (as defined in the ordinance establishing the Program) and election to issue its Single-Family Mortgage Credit Certificates, Series 1992 (the "Certificates"). This Election is made, executed and filed pursuant to Section 1.25-4T(c) of the Income Tax Regulations.

I hereby further certify that:

1. The issuer of the Certificates is:

City of Chicago, Illinois  
 City Hall, Room 501  
 121 North LaSalle Street  
 Chicago, Illinois 60602  
 T.I.N.: 36-6005820

2. The City's total available allocation to issue Qualified Mortgage Bonds in this calendar year is \$ \_\_\_\_\_ consisting of:

- |     |   |                     |
|-----|---|---------------------|
| (a) | Designated Portion of 1990<br>Private Activity Bond<br>Carryforward ("1990 Unused Cap") | <u>\$63,000,000</u> |
| (b) | Unused Private Activity<br>Bond Volume Cap for 1991<br>("1991 Unused Cap")              | _____               |

3. As a constitutional home rule unit in Illinois with a population of 3,009,530 persons, based on the most recent census estimate released by the U.S. Bureau of Census before January 1, 1990, the City was subject to a volume cap of \$151,336,514.60 for



calendar year 1990 pursuant to Section 146 of the Internal Revenue Code of 1986 (the "Code").

4. During the calendar year 1990, the City did not issue any private activity bonds subject to the volume cap and surrendered \$27,000,000 of its 1990 allocation to other issuers.
5. On February 15, 1991, the City carried forward its 1990 Unused Cap pursuant to a properly filed Carryforward Election, of which \$63,000,000 was designated as being reserved for the purpose of issuing Qualified Mortgage Credit Certificates or Qualified Mortgage Bonds.
6. During the calendar year 1991, the City has not heretofore issued any Qualified Mortgage Bonds or Qualified Mortgage Certificates pursuant to the 1991 Unused Cap or surrendered any authority to any other issuers to issue any Qualified Mortgage Bonds or Qualified Mortgage Certificates pursuant to the 1990 Unused Cap.
7. Based on the most recent census estimate released by the U.S. Bureau of Census before January 1, 1991, the City has a current population of 2,783,726 and is subject to a volume cap of \$\_\_\_\_\_ for the calendar year 1991 pursuant to Section 146 of the Code.
8. During the calendar year 1991, the City has not heretofore issued any private activity bonds subject to the volume cap and has surrendered \$45,000,000 of its 1991 private activity bond allocation to other issuers, of which \$25,000,000 was designated for the purpose of issuing Qualified Mortgage Bonds or Qualified Mortgage Certificates. During the calendar year 1991, the City has not heretofore elected not to issue Qualified Mortgage Bonds or to issue Qualified Mortgage Certificates.
9. Pursuant to its Mortgage Credit Certificate Program and its 1990 carryforward of 1990 Unused Cap, the City hereby elects to issue Mortgage Credit Certificates with Total Proceeds (as defined in Section 1.25 1T(b) (10) of the Income Tax Regulations) not exceeding \$\_\_\_\_\_ and elects not to issue Qualified Mortgage Bonds in an amount equal to \$\_\_\_\_\_. The City at this time does not elect to allocate any portion of its 1991 Unused Cap for the above purposes.
10. The City's Mortgage Credit Certificate Program will expire on December 31, 1993.
11. Attached hereto is the certification, required by Section 1.25-4T(d) of the Income Tax Regulations, that the City's Mortgage

Credit Certificate Program meets the requirements of Section 146 of the Internal Revenue Code of 1986 and applicable regulations thereunder.

This Mortgage Credit Certificate Election is executed for and on behalf of the City pursuant to its ordinance establishing its Mortgage Credit Certificate Program.

Witness My Hand and the City's Official Seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Mayor,  
City of Chicago, Illinois

(Seal)

Attest:

\_\_\_\_\_

Certification of Mayor of City attached to this Exhibit "A" reads as follows:

*Certification Of Mayor Of City.*

The undersigned, Mayor of the City of Chicago, Illinois (the "Issuer") hereby certifies as follows:

1. The Issuer is, and was on January 1, 1990, a home rule unit of government within the meaning of Article VII, Section 6 of the Constitution of the State of Illinois.
2. The population of the Issuer as determined by the most recent census estimate released by the United States Bureau of Census before January 1, 1990 was at least 3,009,530, and before January 1, 1991 was at least 2,783,726.

3. Except as set forth in paragraph 4, the Issuer has not agreed to any different allocation of its volume cap for the calendar year 1990 (its "1990 Volume Cap") as described in Section 146 of the Internal Revenue Code of 1986 (the "Code") from that afforded to it as a constitutional home rule unit described in Section 146 (d) (3) of the Code.

4. The Issuer's Volume Cap for 1991, determined as provided in Section 146 of the Code and regulations promulgated thereunder on the basis of its population as set forth in paragraph 2 above, was \$151,336,514.60. The Issuer (a) issued no tax-exempt private activity bonds in 1991 which, under the provisions of Section 146 of the Code, were subject to and required an allocation of the Issuer's 1990 Volume Cap for such year and (b) reallocated \$27,000,000 of the Issuer's 1990 Volume Cap to other issuers. The Issuer's 1990 Volume Cap was not reduced by any amounts referred to in Section 146 (m) of the Code (relating to the non-qualified amount of any bonds) or in Section 146 (n) of the Code (relating to mortgage credit certificates). Accordingly, the excess of the Issuer's Volume Cap for 1990 over the aggregate amount of tax-exempt private activity bonds issued by the Issuer or surrendered to other issuers during 1991, which were subject to and required an allocation of the Issuer's Volume Cap was \$124,336,514.60 (such amount being referred to as the "1990 Unused Cap").

5. Pursuant to a carryforward election executed and filed by the Issuer on February 15, 1991 with the Internal Revenue Service (a true and correct copy of which is attached hereto as (Sub)Exhibit A, the Issuer duly elected to treat \$63,000,000 of its \$124,336,514.60 of 1990 Unused Cap as a carryforward for the purpose of issuing qualified mortgage bonds or mortgage credit certificates ("Available Amount").

6. Except as set forth in paragraph 7, the Issuer has not agreed to any different allocation of its volume cap for the calendar year 1991 (its "1991 Volume Cap") as described in Section 146 of the Internal Revenue Code of 1986 (the "Code") from that afforded to it as a constitutional home rule described in Section 146 (d) (3) of the Code.

7. The Issuer's Volume Cap for 1991, determined as provided in Section 146 of the Code and regulations promulgated thereunder on the basis of its population as set forth in paragraph 2 above, is \$\_\_\_\_\_. The Issuer has not heretofore (a) issued any tax-exempt private activity bonds in 1991 which, under the provisions of Section 146 of the Code, are subject to and required an allocation of the Issuer's 1991 Volume Cap for such year and (b) reallocated \$45,000,000 of the Issuer's 1991 Volume Cap to other issuers, of which \$25,000,000 is reallocated for the purpose of issuing single family mortgage revenue bonds. The Issuer's 1991 Volume Cap was not reduced by any amounts referred to in Section 146 (m) of the Code (relating to the non-qualified amount of any bonds) or in Section 146 (n) of the Code (relating to mortgage credit certificates). Accordingly, the excess of the Issuer's Volume Cap for 1991 over the aggregate amount of tax-

exempt private activity bonds issued by the Issuer during 1991, which were subject to and required an allocation of the Issuer's Volume Cap is \$\_\_\_\_\_ (such amount being referred to as the "1991 Unused Cap").

8. In reliance on the affidavit of the City Comptroller attached hereto as (Sub)Exhibit B, during the calendar year 1991 the Issuer has not issued any qualified mortgage bonds or mortgage credit certificates or elected not to issue any qualified mortgage bonds, which issuance or election would have required an allocation of any portion of the Available Amount or the 1991 Unused Cap under Section 146 of the Code.

9. On \_\_\_\_\_, the Issuer elected not to issue \$\_\_\_\_\_ of qualified mortgage bonds included in the Available Amount in order to issue mortgage credit certificates. The aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date does not exceed the Available Amount described in paragraph 5 above.

10. On the basis of the foregoing, the Issuer hereby finds that the \$\_\_\_\_\_ aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date is within the Available Amount described in paragraph 5 above. Accordingly, based on the facts and circumstances as of this date, the election not to issue qualified mortgage bonds in the amount of \$\_\_\_\_\_ meets the requirements of Section 146 of the Code and the regulations promulgated thereunder.

11. Attached hereto as (Sub)Exhibit C is a copy of the Issuer's notice regarding its election not to issue qualified mortgage bonds mailed to the Governor's office of the State of Illinois pursuant to Section 7 of the Illinois Private Activity Bond Allocation Act, as amended, together with evidence of the mailing of such notice.

In Witness Whereof, The undersigned has set his signature this \_\_\_\_\_ day of December, 1991.

City of Chicago, Illinois

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

(Sub)Exhibits "A", "B" and "C" attached to this Certification read as follows:

*(Sub)Exhibit "A"*

*Carryforward Election Of Unused  
Private Activity Bond Volume Cap.*

(Under Section 146(f))

Form 8328  
(Rev. March 1990)  
Department of the Treasury  
Internal Revenue Service

OMB No. 1545-0674  
Expires 2-28-93

Enter the calendar year for which the election is made ▶ 1990.

**Part I Reporting Authority**

Issuer's Name

City of Chicago

Employer Identification Number

36-6005820

Address (number and street)

121 North LaSalle Street

City or town, state and ZIP code

Chicago, Illinois 60602

**Part II Computation of Unused Volume Cap.**

- 1. Total volume cap of the issuer for the calendar year ..... 1 \$151,336,514.60
- 2. Aggregate face amount of private activity bonds issued to date which are taken into account under Section 146 (see instructions) ..... 2 \*

\*\$27,000,000 was ceded to state agencies

\$124,336,514.60

3. Total amount of volume ..... 3  
 cap exchanged for  
 authority to issue  
 mortgage credit  
 certificates (see  
 instructions)
4. Total amount of volume ..... 4  
 cap allocated to private  
 activity portion of  
 governmental bonds (see  
 instructions)
5. Add lines 2 through 4 ..... 5
6. Unused volume cap (subtract line 5 from line 1) 6

**Part III Purpose and Amount of Each Carryforward.**

7. Qualified student loan bonds ..... 7
8. Qualified mortgage bonds or mortgage credit ... 8 \$ 63,000,000.00  
 certificates
9. Qualified redevelopment bonds ..... 9
10. Exempt facility bonds:
- a. Mass commuting facilities ..... 10a  
 (Section 142(a)(3))
- b. Water furnishing facilities ..... 10b  
 (Section 142(a)(4))
- c. Sewage facilities ..... 10c  
 (Section 142(a)(5))
- d. Solid Waste disposal facilities ..... 10d  
 (Section 142(a)(6))
- e. Residential rental projects ..... 10e \$ 61,336,514.60  
 (Section 142(a)(7))
- f. Facilities for the local furnishing ..... 10f  
 of electric energy or gas  
 (Section 142(a)(8))

- g. Local district heating or cooling facilities (Section 142(a)(9)) ..... 10g
- h. Qualified hazardous waste facilities (Section 142(a)(10)) ..... 10h
- i. 25% of bonds for high-speed intercity rail facilities (Section 142(a)(11)) ..... 10i
- 11. Total carryforward amount (add lines 7 through 10i) ..... 11 \$124,336,514.60

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Please  
Sign  
Here

▶ (Signed) Walter K. Knorr February 15, 1991  
Signature of authorized public official Date

▶ City Comptroller  
Title

For Paperwork Reduction Act Notice, see instructions.

**General Instructions.**

(Section references are to the Internal Revenue Code unless otherwise stated.)

**Paperwork Reduction Act Notice.**

We ask for this information to carry out the Internal Revenue laws of the United States. We need it to ensure that taxpayers are complying with these laws. You are required to give us this information.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping .....	5 hours, 59 minutes
Learning about the law of the form .....	2 hours
Preparing and sending the form to I.R.S. ....	2 hours, 10 minutes

If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you. You can write to the Internal Revenue Service, Washington, D.C. 20224, Attention: I.R.S. Reports Clearance Officer, T: FP; or the Office of Management and Budget, Paperwork Reduction Project (1545-0874), Washington, D.C. 20503.

#### Purpose Of Form.

Form 8328 is to be filed by the issuing authority of private activity bonds to elect under Section 146(f) to carry forward its unused volume cap for one or more carryforward purposes. If the election is made, bonds issued with respect to any carryforward purpose are not subject to the volume cap under Section 146(a) during the 3 calendar years following the calendar year in which the carryforward arose, but only to the extent that the amount of such bonds does not exceed the amount of the carryforward elected for that purpose.

#### When To File.

Form 8328 must be filed by the earlier of (1) February 15 of the calendar year following the year in which the excess amount arises, or (2) the date of issue of bonds issued pursuant to the carryforward election.

Once Form 8328 is filed, the issuer may not revoke the carryforward election or amend the carryforward amounts shown on this form.

#### Where To File.

File Form 8328 with the Internal Revenue Service Center, Philadelphia, PA 19255.

#### Bonds Taken Into Account Under Section 146.

All private activity bonds issued during a calendar year are taken into account under Section 146 except:



1. Qualified 501(c)(3) bonds.
2. Exempt facility bonds for governmentally owned airports, docks and wharves, and solid waste disposal facilities.
3. 75% of any exempt facility bonds for high-speed inter-city rail facilities.
4. Qualified veterans' mortgage bonds.
5. Bonds issued pursuant to a carryforward election under Section 146(f).
6. Certain current refundings. See Section 146(i).
7. Certain bonds issued by Indian tribal governments for tribal manufacturing facilities. See Section 7871(c)(3).

In addition, the private activity portion of governmental bonds is taken into account to the extent that the nonqualified amount exceeds \$15 Million. See Sections 141(b)(5) and 146(m).

#### Bonds Eligible For Election.

An election under Section 146(f) may be made only by the issuing authority for the following types of tax-exempt bonds:

1. Qualified student loan bonds,
2. Qualified mortgage bonds (or mortgage credit certificates),
3. Qualified redevelopment bonds, and
4. Exempt facility bonds taken into account under Section 146.

#### Specific Instructions.

All parts of this form must be completed to properly elect the carryforward provisions of Section 146(f).

**Part II -- Computation Of Unused Volume Cap.**

Line 1. Enter the issuing authority's volume cap under Section 146 for the current calendar year. Take into account any reduction in the amount of the volume cap under Section 25(f) (relating to reduction where certain requirements are not met). See Section 146(n)(2).

Line 2. Enter the total amount of private activity bonds issued by the issuing authority during the current calendar year which are taken into account under Section 146. See "Bonds Taken into Account Under Section 146."

Line 3. Enter the total amount of qualified mortgage bonds the issuing authority has elected not to issue under Section 25(c)(2)(A)(ii). See Section 146(n)(1).

Line 4. Enter the total amount of volume cap allocated by the issuer to the private activity portion of governmental bonds. See Sections 141(b)(5) and 146(m).

**Part III -- Purpose And Amount Of Each Carryforward.**

Enter the amount of unused volume cap the issuer elects to carryforward for each carryforward purpose and the total carryforward amount. The total may not exceed the unused volume cap (Line 6).

Signature.

Form 8328 must be signed by an authorized public official responsible for making allocations of the issuing authority's private bond limit.

*(Sub)Exhibit "B".*

***Affidavit Of City Comptroller.***

The undersigned Walter K. Knorr of the City of Chicago hereby certifies that he is the duly qualified and acting City Comptroller of the City of Chicago (the "City") and further certifies and swears as follows:

1. The undersigned, along with other officials of the City is charged with the responsibility of issuing bonds and mortgage credit certificates.

2. The City has not, to date, issued any issues of qualified mortgage bonds during the calendar year 1991 pursuant to Section 143 of the Internal Revenue Code of 1986 (the "Code").

3. To date, the City has not heretofore elected not to issue qualified mortgage bonds during the calendar year 1991.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Walter K. Knorr,  
City Comptroller

State of Illinois  
Cook of Cook

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by Walter K. Knorr, as City Comptroller of the City of Chicago.

\_\_\_\_\_  
Notary Public in and for Cook  
County, Illinois

(Seal)

My commission expires \_\_\_\_\_

(Sub)Exhibit "C".

\_\_\_\_\_, 1991.

Office of the Governor  
Room 107 -- Stratton Building  
Springfield, Illinois 62706

Re: Issuer: City of Chicago

Type: Home Rule

Population (April, 1990): 2,783,726

Inducement Resolution Date: N/A

Date of Issuance: \_\_\_\_\_, 1991

Principal Amount: \$ \_\_\_\_\_

Bond Description: Election not to issue \$ \_\_\_\_\_ qualified mortgage bonds in order to issue mortgage credit certificates.

Purpose: To issue mortgage credit certificates to qualifying buyers of homes located within the City of Chicago.

In accordance with the Tax Reform Act of 1986 as amended, and Public Act 86-0040, the City of Chicago, Illinois (the "Issuer") gives notice that it has elected not to issue the above-captioned qualified mortgage bonds in order to issue mortgage credit certificates. With regard to this election, all applicable federal and state requirements required to date have been complied with. The election is being made pursuant to a carryforward of allocation from 1990. To date, the total amount of private activity bonds issued by the Issuer in calendar year 1991, inclusive of the above-captioned certificates is \$ \_\_\_\_\_.

City of Chicago, Illinois

\_\_\_\_\_  
Mayor

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH GREENWOOD COURTS LIMITED  
PARTNERSHIP FOR REHABILITATION OF  
PROPERTY AT 4433 -- 4447 SOUTH  
GREENWOOD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan agreement between the City of Chicago and the Greenwood Courts Limited Partnership for the property located at 4433 -- 4447 South Greenwood Avenue in the amount of \$345,000, 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, Rush, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 46.

*Nays* -- None.

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

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

The following is said 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 Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, The United States Department of Housing and Urban Development approved an allocation of \$3,124,760 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which Rezmar Corporation will be the sole general partner, in an amount not to exceed \$345,000 (the "Loan"), to be funded from Rental Rehabilitation Program Year VI 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") is 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 Rental Rehabilitation 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, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

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

*Exhibit "A".*

**Borrower:** A limited partnership to be formed with Rezmar Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter admitted as the limited partners.

**Project:** Rehabilitation of a vacant building located at 4433 -- 4447 South Greenwood Avenue, Chicago, Illinois 60653 ("Property") and conversion of 48 dwelling units contained therein as two-, three- and four-bedroom units for low- and moderate-income families.

**Loan:**

<b>Source:</b>	Rental Rehabilitation Program Year VI.
<b>Amount:</b>	Not to exceed \$345,000.
<b>Term:</b>	40 years from the Payment Date as defined below.
<b>Interest:</b>	1% per annum.
<b>Repayment:</b>	Monthly payments of principal and interest in the fixed amount of \$872.33 with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the fifteenth month after the Loan closing or (b) the first day of the eighth month after final disbursement ("Payment Date").

	<b>Security:</b>	Non-recourse loan; third mortgage on the Property.	
<b>Additional Financing:</b>	<b>1. Amount:</b>	\$865,000.	
	<b>Term:</b>	30 years.	
	<b>Source:</b>	LaSalle National Bank.	
	<b>Interest:</b>	Adjustable rate, not to exceed 14.0%.	
	<b>Security:</b>	Non-recourse loan; first mortgage on the Property.	
	<b>2. Amount:</b>	\$500,000.	
	<b>Term:</b>	40 years.	
	<b>Source:</b>	Illinois Affordable Housing Trust Fund.	
	<b>Interest:</b>	1% per annum.	
	<b>Security:</b>	Non-recourse loan; second mortgage on the Property.	
	<b>3. Low-Income Housing Tax Credit ("L.I.H.T.C.")</b>	<b>Proceeds:</b>	Approximately \$1,271,910.
		<b>Source:</b>	To be derived from the syndication by the General Partner of \$205,000 L.I.H.T.C. reservation by the City.
<b>4. Equity Amount:</b>	<b>Source:</b>	\$100. General Partner.	
<b>Total Project Costs:</b>		Approximately \$2,982,010.	



AUTHORIZATION FOR CORPORATION COUNSEL TO  
ENTER INTO AND EXECUTE SETTLEMENT  
AGREEMENT REGARDING CASE OF  
RYAN V. CITY OF  
CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration a communication authorizing the deposit of \$3,072,943.43 judgment which was entered against the City in the case of *Ryan v. City of Chicago*, into an escrow account pending appeal, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter, *Ryan v. City of Chicago*, in the amount of \$3,072,943.43.

---

AUTHORIZATION FOR AMENDMENT OF ORDINANCE TO  
REVISE AND CLARIFY POWERS AND DUTIES OF  
CENTRAL AREA CIRCULATOR BOARD AND  
ITS EXECUTIVE DIRECTOR.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to the governing board of the Central Area Circulator, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, 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. Sections 2, 4, 6 and 7 of the ordinance creating the Governing Board of the Central Area Circulator, appearing in the February 6, 1991 Council Journal of the Proceedings, pages 29809 through 29812, as amended, are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

2. Definitions. As used in this ordinance, unless the context otherwise requires:

\* \* \* \* \*

J. ["Project Manager"] *"Executive Director"* means the person responsible for [carrying out] *supervising the administration of the Project.*

\* \* \* \* \*

4. Compliance with Governmental Ethics and Economic Disclosure Ordinances. The conduct of the members of the Board and its staff shall be governed by the applicable provisions of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code, as amended; provided, however, that any recommendation made pursuant to Section 6 (a) hereof shall be deemed not to be a "governmental decision" as that term is used in Section 2-156-080 of the Governmental Ethics Ordinance. *For the purposes of the Governmental Ethics Ordinance only, the Executive Director shall be considered an employee of the City regardless of whether he is serving as an employee or contractor with the City.*

\* \* \* \* \*

6. Powers of the Board. The Board is hereby granted the following powers with respect to the Project:

\* \* \* \* \*

(h) To negotiate and recommend contracts with any person for any goods or services as may be necessary in connection with the Project. All contracts shall be [processed] *awarded* by the Purchasing Agent of the City [and the awarding of all contracts shall be exercised] in accordance with the applicable provisions of the Municipal Purchasing Act for cities of 500,000 or more population. All vouchers for the payment of funds disbursed pursuant to any contract performed under this paragraph are subject to the approval of the Comptroller of the City;

\* \* \* \* \*

(j) To negotiate and recommend a contract with, or recommend the employment of [a Project Manager] *an Executive Director* subject to the approval of the Mayor;

\* \* \* \* \*

7. Indemnification. The City shall defend, indemnify, keep and save harmless the Board, its members [or] *and* its employees, *and the Executive Director*, to the extent allowed by law, against all injuries, losses, damages, claims, liens, suits, liabilities, judgments, costs and expenses, including attorneys' reasonable fees, that may be based on or the result of any error, omission, negligence, or any other act or omission of the Board, its members or its employees *or the Executive Director* occurring within the scope of their duties.

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

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AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT  
AGREEMENT WITH A.F.S. INTERCULTURAL  
PROGRAMS, INC. FOR ACQUISITION  
AND REHABILITATION OF  
RELIANCE BUILDING.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement between the City of Chicago and A.F.S. Intercultural Programs, Inc. for the acquisition and rehabilitation of the Reliance Building, 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, Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- Alderman Murphy -- 1.

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 March 28, 1979 adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("North Loop"); and

WHEREAS, The City Council on June 20, 1984 adopted an ordinance approving the "Tax Increment Financing Plan and Project for the North Loop Redevelopment Area"; and

WHEREAS, The City and A.F.S. Intercultural Programs, Inc., a New York not-for-profit corporation ("A.F.S.") propose to enter into a redevelopment agreement providing for the acquisition by the City of that certain real property located on Block 58 of the North Loop and legally described on Exhibit A attached hereto ("Site"), which includes the structure presently located on the Site commonly referred to as the "Reliance Building", and the subsequent conveyance by the City to A.F.S. of the Site for rehabilitation; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, A.F.S. shall cause the Reliance Building to be rehabilitated in accordance with its status as a Chicago Landmark and its designation on both the Illinois and National Registers of Historic Places; and

WHEREAS, Once the historic rehabilitation of the Reliance Building is complete, A.F.S. will utilize the Reliance Building as its corporate headquarters; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the City shall contribute to A.F.S. a grant in the amount of Three Million Dollars (\$3,000,000) and make a loan to A.F.S. in the amount of Three Million Dollars (\$3,000,000) for the purpose of defraying some of the costs of rehabilitating the Reliance Building; said loan shall be repaid by A.F.S. in accordance with the terms of the redevelopment agreement; and

WHEREAS, In the event that total Project Costs exceed Fourteen Million Dollars (\$14,000,000) the City will make additional grants in an amount not to exceed Two Million Dollars (\$2,000,000) subject to the review and approval of a revised Project Budget by the Commissioner or Acting Commissioner of the Department of Planning; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute, on behalf of the City, a redevelopment agreement known as "Redevelopment Agreement Between the City of Chicago and A.F.S. Intercultural Programs, Inc., Pertaining to the Acquisition and Rehabilitation of the Reliance Building", substantially in the form attached hereto as Exhibit B, and a quitclaim deed conveying the Site which is legally described in Exhibit A, attached hereto.

SECTION 2. At the direction of the Commissioner or Acting Commissioner of Planning, the City Comptroller is authorized to disburse to A.F.S. a grant of Three Million Dollars (\$3,000,000) comprised of Two Million Dollars (\$2,000,000) of North Loop Preservation Funds and One

Million Dollars (\$1,000,000) of North Loop Tax Increment Financing Funds, a loan of Three Million Dollars (\$3,000,000) from North Loop Tax Increment Financing Funds, and an additional grant in an amount not to exceed Two Million Dollars (\$2,000,000) from North Loop Tax Increment Financing Funds, all subject to the terms and conditions of the Redevelopment Agreement.

SECTION 3. The Commissioner or Acting Commissioner of Planning is authorized to execute other documents which are necessary and appropriate to implement the Redevelopment Agreement upon the approval of the Corporation Counsel.

SECTION 4. This ordinance shall be effective immediately upon its passage.

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

*Exhibit "A".*

*Legal Description.*

The north quarter and the north 10 feet of the south three quarters of Lot 1 in Block 58 in the Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "B".*

*Redevelopment Agreement*

*Between*

*The City Of Chicago*

*And*

*A.F.S. Intercultural Programs, Inc.*

*Pertaining To The Acquisition And*

*Rehabilitation Of*

*The Reliance Building.*

This Agreement ("Agreement"), dated as of \_\_\_\_\_, 1991 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and A.F.S. Intercultural Programs, Inc., a New York not-for-profit corporation, having its principal office at 313 East 43rd Street, New York, New York 10017 ("A.F.S.").

*Recitals:*

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area, known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was



approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

D. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines") pertaining to the Redevelopment Area were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as revised, were approved by the City Council on October 22, 1981. The Guidelines were further revised by the Commission on October 12, 1982 and as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, were further approved by the City Council on October 27, 1982. The Guidelines were further revised and approved by the Chicago Plan Commission on September 2, 1987, and, as revised, were approved by the City Council on September 23, 1987. The Guidelines were further revised by the Commission on January 24, 1989 and, as so further revised, were approved by the Chicago Plan Commission on February 9, 1989, and were finally approved by the City Council on March 29, 1989.

E. The Tax Increment Financing Plan and Project ("T.I.F. Plan") pertaining to the Redevelopment Area was approved by the City Council pursuant to an ordinance duly adopted on June 20, 1984. The Redevelopment Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

F. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

G. The City will acquire fee simple title to a certain parcel of real estate, together with all improvements thereon and all easements and rights appurtenant thereto (the "Site") located within the Redevelopment Area and situated at 32 North State Street, Chicago, Illinois and legally described on (Sub)Exhibit A attached hereto and made a part hereof.

H. The Site includes a 14-story office building commonly described as the Reliance Building ("Building") and designated as a Chicago landmark pursuant to that certain ordinance ("Landmarks Ordinance") adopted by the City Council of the City on January 21, 1976.

I. The City shall convey title in fee simple to the Site, including the Building, to A.F.S. pursuant to the terms of this Agreement.

J. A.F.S. will cause the Building to be rehabilitated and restored pursuant to the terms of this Agreement and will occupy a significant portion of the net leasable area of the Building as its corporate headquarters.

K. A.F.S. and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and this Agreement will be of mutual benefit to A.F.S. and the City.

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

*Definitions.*

For all purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

**A.F.S. Default:** A default hereunder by A.F.S. as defined in Section 9.1 below.

**A.F.S. Financial Contribution:** Up to Eight Million Dollars (\$8,000,000), which sum shall be committed by A.F.S. to pay Project Costs. The A.F.S. Financial Contribution may include the Construction Financing and/or such other funds as may be raised or provided by A.F.S..

**Affirmative Action Plan:** That certain Affirmative Action Plan and Program attached hereto as (Sub)Exhibit D and made a part hereof.

**Architect:** The architect engaged by A.F.S. to provide architectural services in connection with the Project.

**Building:** The 14-story office building currently located on the Site, as more particularly described in Recital H.

**Certificate of Completion:** The certificate evidencing the Substantial Completion of the Project to be issued by the City pursuant to Section 7.9 below.

**Change Orders:** A change in the scope of the work described in the Construction Contract pursuant to Section 8.2 below.

**City Consultant:** The consultant engaged by the City to advise the City in connection with the Project.

**City Default:** A default by the City hereunder as described in Section 9.3 below.

**City Loan:** The loan in an amount equal to Three Million Dollars (\$3,000,000) to be made by the City to A.F.S. to fund Project Costs pursuant to Article III below.

**City Grant:** The grant in an amount not less than Three Million Dollars (\$3,000,000), nor more than Five Million Dollars (\$5,000,000), to be made by the City to A.F.S. to fund Project Costs pursuant to Article IV below.

**City Mortgage:** The mortgage or deed of trust placed on the Project to secure the City Loan as described in Section 3.5(a) below.

**City Security Documents:** The documents, as more particularly described in Section 3.5 below, establishing a security interest in the Project to secure the City Loan.

**Closing:** The consummation of the purchase and acquisition of the Site by A.F.S. from the City, as evidenced by the delivery by the City to A.F.S. of the Conveyance Documents and the payment to the City of the Purchase Price.

**Closing Date:** The date of Closing as described in Section 2.5.

**Commission:** The Commercial District Development Commission of the City of Chicago or any successor thereto.

**Commissioner:** The Commissioner or Acting Commissioner, as the case may be, of the Department of Planning and Development of the City of Chicago.

**Completed Project Price:** The price established in the Turnkey Agreement for the acquisition of the completed Project by A.F.S. from the Developer.

**Construction Contract:** The contract, as more particularly described in Section 3.10(b) below between the Contractor and A.F.S. for the construction of the Project.

**Construction Escrow:** The escrow established pursuant to Section 3.8 for the disbursement of funds to pay construction related Project Costs.

**Construction Escrowee:** The escrow agent identified in Section 3.8 below for the Construction Escrow.

**Construction Escrow Agreement:** The agreement between A.F.S., the City, the Construction Lender and Construction Escrowee establishing the Construction Escrow pursuant to Section 3.8 below.

**Construction Financing:** The financing, as more particularly described in Section 3.6 below, obtained by A.F.S. from the Construction Lender (or Construction Lenders, as the case may be) or from I.D.F.A. to pay Project Costs.

**Construction Lender:** Any private institutional lender or lenders with a net worth of at least Ten Million and No/100 Dollars (\$10,000,000.00) selected by A.F.S. to lend money to finance Project Costs pursuant to Section 3.6.

**Construction Manager:** The individual or entity engaged by A.F.S., and approved by the City, which approval shall not be unreasonably withheld or denied to provide construction management services for the Project.

**Construction Mortgage:** The first mortgage (or deed of trust) granted in the Project to secure the Construction Financing.

**Construction Related Project Costs:** The cost of labor, material and equipment delivered or furnished to the Site and incorporated into the Project pursuant to the Construction Contract or Turnkey Agreement.

**Construction Schedule:** The schedule for commencing and completing the Project required by Section 3.9(h) below, together with any amendments thereto approved by A.F.S. in writing.

**Contractor:** The general contractor or contractors engaged by A.F.S. pursuant to Section 7.2 to undertake the completion of work comprising the Project.

**Conveyance Documents:** The documents described in Section 2.3 by which title to the Site and all rights and interests appurtenant thereto are conveyed by the City.

**Critical Historic Features:** Those elements of the Building listed on (Sub)Exhibit E attached hereto.

**Deed:** The quitclaim deed by which the City shall convey fee simple title to the Site pursuant to Section 2.3.

**Department:** The Department of Planning and Development of the City.

**Developer:** The Developer engaged by A.F.S. to complete the Project on a "turnkey" basis pursuant to the option contained in Section 7.10.

**Developer Construction Financing:** The construction financing obtained by Developer to fund Project Costs pursuant to Section 7.10 below.

**Development Advisor:** Development Resources, Inc., an Illinois corporation, or such other consultant as may be engaged by A.F.S. to provide real estate development and related consulting services in connection with the Project.

**Draw Request Documents:** The documents required to be submitted to the Construction Escrowee pursuant to Section 3.12 below in connection with each requested disbursement from the Construction Escrow.

**Environmental Audit:** The environmental assessment report or reports required pursuant to Section 2.11 below.

**Environmental Laws:** All federal, state and local laws, statutes, ordinances, rules, regulations and common law relating to the environment or to public health and safety.

**Escrow Instructions:** The escrow instructions to be entered into by A.F.S., the City and Title Company in connection with the Closing as described in Section 2.5 below.

**Fixed Interest Rate:** The rate of interest to be charged on the principle amount of the City Loan as described in Section 3.2 below.

**Guidelines:** The North Loop Guidelines for Conservation and Redevelopment referred to in Paragraph D of the Recitals.

**Hazardous Substances:** Any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, polychlorinated biphenyls (PCBs), petroleum products and by-products and any substances defined or listed as "hazardous substances" or "toxic substances" under applicable Environmental Laws.

**I.D.F.A.:** The Illinois Development Finance Authority.

**Initial Construction Disbursement Date:** The date upon which the first disbursement is made of proceeds of the City Loan for Construction Related Project Costs or, if a Developer is selected by A.F.S. pursuant to Section 7.10 hereof, the date upon which disbursement is made of proceeds of the City Loan to fund a part of the Completed Project Price.

**Issuer:** The issuer of the letter of credit to secure the tax-exempt bonds that may be issued by I.D.F.A. to finance a portion of the Project Costs.

**Landmarks Commission:** The Commission on Chicago Landmarks of the City.

**Landmarks Ordinance:** The City ordinance referred to in Paragraph H of the Recitals designating the Building as a Chicago landmark.

**Lender's Title Policy:** The lender's policy of title insurance insuring the priority of the City Mortgage.

**Loan Closing Date:** The date set forth in Section 3.9 for closing the City Loan.

**Loan Documents:** The documents evidencing and securing the City Loan as described in Section 3.9(a) below.

**Loan Maturity Date:** The date which is the thirtieth (30th) anniversary of the Loan Closing Date.

**Maximum Project Cost:** Fourteen Million Dollars (\$14,000,000).

**Note:** The promissory note evidencing the City Loan pursuant to Section 3.2 below.

**Owner's Policy of Title Insurance:** The owner's policy of title insurance delivered to A.F.S. at the Closing pursuant to Section 2.7 below.

**Permanent Financing:** Long term financing obtained by A.F.S., in order to refinance the Construction Financing or to pay the Completed Project Price.

**Permitted Exceptions:** The title matters affecting the Site identified on (Sub)Exhibit B attached hereto or otherwise described in Section 2.3 below.

**Plans and Specifications:** The substantially complete approved plans and specifications for the work at the Project as defined in Section 7.4 below, together with any amendments thereto approved by A.F.S. in writing.

**Project:** The restoration, rehabilitation, renovation and fixturing of the Building pursuant to the Plans and Specifications.

**Project Budget:** The budget, as revised from time to time, setting forth estimated Project Costs, as more particularly defined in Section 7.6 below.

**Project Costs:** The total cost and expense of acquiring the Site and restoring, rehabilitating, constructing and equipping the Building as a first class office building, including, without limitation, fees and reimbursable expenses for architects, engineers, space planners, environmental and exterior wall and landmarks consultants, the Construction Manager and the Development Advisor (but such Development Advisor's fee not to exceed \$150,000), the cost of surveys, real estate taxes, appraisals, surety bonds, insurance, escrow and title charges, fees for permits, utility connections or approvals, licenses and similar approvals, recording fees, transfer taxes, the cost of labor, materials, supplies and equipment, loan fees and charges, general conditions, reasonable developer overhead and administration, if applicable, construction period interest and a reasonable contingency reserve. The following costs are expressly excluded from the definition of Project Costs: legal, accounting, marketing and brokerage fees, the cost of

office furniture and equipment, telephones and telecommunications equipment and moving and relocation expenses.

**Purchase Price:** The purchase price to be paid by A.F.S. for the Site as described in Section 2.1 below.

**Redevelopment Area:** The Blighted Commercial Area North Loop referred to in Paragraph C of the Recitals.

**Redevelopment Documents:** The Redevelopment Plan, the T.I.F. Plan and the Guidelines referred to in Paragraph E of the Recitals.

**Redevelopment Plan:** The Redevelopment Plan referred to in Paragraph C of the Recitals adopted for the Redevelopment Area.

**Retainage:** The amount, as set forth in Section 3.14 below, retained from each payment to the Contractor for Project Costs pending Substantial Completion of the Project.

**Schematics:** The preliminary schematic drawings illustrating the scale and relationship of components of the Project, including interior space design, prepared by the Architect pursuant to Section 7.4 below.

**Site:** The real estate described in (Sub)Exhibit A attached hereto, including, without limitation:

(a) The Building and other improvements now or hereafter located thereon;

(b) All right, title and interest in and to all easements (including, without limitation, the Woolworth's Easement), rights, interest, claims and appurtenances, if any, in any way, belonging or appertaining thereto;

(c) All fixtures, equipment and personal property now owned or hereafter acquired by the City and located on or about the Site and used in connection with the operation of the Building.

**Subordination Agreement:** The agreement to be entered into between the City and the Construction Lender or the Issuer pursuant to Section 3.6 or between the City and the provider of any Permanent Financing pursuant to Section 7.10 below.

**Substantial Completion:** The substantial completion of the Project as defined in Section 3.14 below.

**Survey:** The survey of the Site to be prepared and delivered pursuant to Section 2.8 below.

**Title Company:** The title insurance company described in Section 2.6 below.

**T.I.F. Plan:** The Tax Increment Financing Plan and Project referred to in Paragraph E of the Recitals.

**Turnkey Agreement:** The agreement between Developer and A.F.S. for the completion of the Project on a turnkey basis and the conveyance of the completed Project to A.F.S. for a stipulated fixed sum.

**Unpermitted Exceptions:** All title matters and exceptions affecting title to the Site other than the Permitted Exceptions.

**Woolworth's Easement:** That certain easement and covenant for the provision of steam to the Building established by agreement between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_ and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_.

#### *Article I.*

##### *Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

#### *Article II.*

##### *Purchase And Sale Of The Site.*

2.1. **Purchase Price.** The City agrees to sell, subject to the satisfaction or waiver of the conditions precedent set forth in Section 2.13 below, and A.F.S. agrees to purchase, subject to the satisfaction or waiver of the conditions precedent set forth in Section 2.12 below fee simple title in and to the Site free of all leases, agreements, liens, encumbrances, covenants or restrictions, other than the Permitted Exceptions, for a purchase price (the "Purchase Price") equal to the total cost incurred by the City in acquiring fee simple title to the Site, including, without limitation, the City's acquisition price (adjusted for prorations), attorneys' fees and court costs.



2.2. **Payment of Purchase Price.** The Purchase Price shall be payable at Closing from the proceeds of the City Loan to be made by the City pursuant to Article III below.

2.3. **Conveyance of Title.** At the Closing, the City shall convey fee simple title to the entire Site to A.F.S., free and clear of all liens and encumbrances other than those identified on (Sub)Exhibit B attached hereto and made a part hereof or otherwise consented to by A.F.S. in writing (the "Permitted Exceptions"), by executing and delivering the following documents to A.F.S. in form acceptable to A.F.S. ("Conveyance Documents"):

(a) Quitclaim Deed ("Deed") conveying fee simple title in the Site from the City to A.F.S. in recordable form;

(b) Bill of Sale conveying all of the City's right, title and interest in and to all equipment, furnishings, fixtures and other items of personal property situated at or used in connection with the Site from the City to A.F.S.;

(c) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform this Agreement and to execute this Agreement and all other documents necessary to carry out the transactions provided for in this Agreement;

(d) An A.L.T.A. statement;

(e) Evidence from the Water Department of the City and other appropriate utilities disclosing that all water bills and other utility bills are paid or have been waived;

(f) Closing Statement; and

(g) Such other documents as may be necessary to consummate the Closing and the transfer and conveyance of the City's fee simple title and interest in the Site, including, without limitation, real estate transfer tax exemptions and declarations and the Escrow Instructions referred to in Section 2.6 below.

2.4. **Closing Date.** The "Closing" and the delivery by the City of the Conveyance Documents to A.F.S. and the payment by A.F.S. of the Purchase Price to the City shall occur on or before the ninetieth day after the last of the conditions specified in Section 2.12 have been met, unless extended by written agreement of the parties (the "Closing Date").

2.5. Escrow Closing. At the election of either party hereto, the Closing shall occur in escrow with Chicago Title Insurance Company or such other title insurance company as shall be agreed to by the parties (the "Title Company") in accordance with the provisions of the usual form of deed and money escrow agreement then in use by the Title Company, with such special provisions inserted as may be required to conform such instructions with this Agreement ("Escrow Instructions"). In the event of any conflict between the Escrow Instructions and this Agreement, the terms of this Agreement shall prevail, unless the instructions specifically recite that they are intended to amend or modify or take precedence over this Agreement. The cost of the escrow shall be deemed to be a Project Cost.

2.6. Title Insurance. No less than forty-five (45) days prior to the Closing Date, the City shall deliver to A.F.S., in a form reasonably acceptable to A.F.S., a commitment for an owner's policy of title insurance issued by the Title Company in the amount of the Purchase Price covering title to the Site on or after the date hereof, and showing title in the City, subject only to Permitted Exceptions and providing extended coverage over all general printed exceptions. All title exceptions other than the Permitted Exceptions are hereinafter referred to as "Unpermitted Exceptions". If the commitment for title insurance discloses Unpermitted Exceptions, the City shall have thirty (30) days from the date of delivery thereof to have the Unpermitted Exceptions removed from such commitment or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If the City fails to have the Unpermitted Exceptions removed, or in the alternative, to obtain title indemnification or title insurance over such Unpermitted Exceptions within the time herein specified, A.F.S. shall have the option (to be exercised by delivery of written notice thereof to the City) to either:

(a) terminate this Agreement; or

(b) proceed to Close pursuant to this Agreement, in which event the Purchase Price shall be reduced by an amount equal to the aggregate of any liens and encumbrances of a definite and ascertainable amount which constitute Unpermitted Exceptions.

At the Closing and the conveyance of title to the Site by the City to A.F.S., the City, at the City's expense, shall provide to A.F.S. an owner's policy (A.L.T.A. Form B-1970) of title insurance from the Title Company, dated as of the Closing Date, insuring fee simple title to the Site in A.F.S., subject only to the Permitted Exceptions. A.F.S. may obtain such endorsements to the title policy as it may consider necessary. The City agrees to use reasonable efforts to assist A.F.S. in obtaining such endorsements. The cost of any such endorsements shall be deemed to be a Project Cost.

2.7. Survey. No later than thirty (30) days prior to the Closing Date, the City shall deliver to A.F.S. a survey (the "Survey") of the Site prepared by a registered Illinois land surveyor in accordance with American Land Title Survey Standards and Illinois Land Survey Standards and certified to A.F.S., the Title Company, any Construction Lender and the City. If the Survey does not meet the specifications stated above, or shows gaps, gores, encroachments, easements or the matters that would affect the marketability of title or the use of the Site, then the rights and obligations of the parties with respect to such survey defects shall be the same as the rights and obligations of the parties with respect to Unpermitted Exceptions pursuant to Section 2.6 above.

2.8. Prorations. There shall be no prorations at the Closing.

2.9. No Broker. The parties represent and warrant each to the other that no person or entity has been engaged that would be entitled to a brokers' commission or finders' fee in connection with the purchase and sale of the Site and should any claim be asserted for such commission or fee, the party deemed to be responsible for such claim shall indemnify, defend and hold harmless the non-responsible party.

2.10. Environmental Assessment. A.F.S. shall, prior to the Closing Date, obtain a "Phase 1" environmental assessment report prepared by a qualified, independent environmental consultant reasonably acceptable to A.F.S.. If said environmental consultant determines that any Hazardous Substance is present on the Site or that the Site is in violation of any Environmental Law, A.F.S. shall cause to be performed such additional testing and analysis as may be necessary to determine and specify what, if any, remedial acts or measures must be taken in order to remove or abate the Hazardous Substance or cause the Site to comply with Environmental Laws and provide an estimate of the cost of any such remedial acts or measures. The "Phase 1" environmental assessment report, together with such additional research, testing and analysis as may be required pursuant to this Section 2.11 in the event of the presence at the Site of any Hazardous Substance or in the event that the Site violates any Environmental Law are herein referred to collectively as the "Environmental Audit". The cost of the Environmental Audit and of the cost to remove and dispose of any Hazardous Substance or to perform such other acts as may be necessary to cause the Site to comply with Environmental Laws shall be deemed to be a Project Cost.

2.11. Conditions Precedent to A.F.S.' Obligation to Close. The obligation of A.F.S. to close and to acquire title to the Site and to perform its other covenants and obligations under this Agreement is expressly conditioned upon the occurrence of each of the following events on or before the Closing Date, unless waived by A.F.S. in writing:

- (a) the City shall have acquired fee simple title to the Site;

(b) all leases, contracts or other agreements respecting the Site, other than those identified as Permitted Exceptions shall be terminated and cancelled and satisfactory evidence thereof delivered to A.F.S.;

(c) the City shall have obtained all approvals necessary to fund the City Grant and the City Loan and all documentation evidencing and securing the City Loan shall be executed and the City Loan opened and available to fund Project Costs;

(d) the Schematics for the Project have been approved by all governmental and quasi-governmental authorities with jurisdiction over the Project or the Building, including, without limitation, the Landmarks Commission and the Department;

(e) A.F.S. shall have entered into a contract for sale and transfer of its current headquarters building situated at 313 East 43rd Street, New York, New York and received the initial and additional down payments pursuant to such contract;

(f) the balance of the City Grant not previously disbursed pursuant to Article IV hereof shall be deposited in the Construction Escrow (as defined in Section 3.8 below);

(g) A.F.S. shall have reviewed and approved the forms of all of the Conveyance Documents;

(h) the City shall have deposited in the Construction Escrow an additional sum equal to the amount by which the Project Costs, as set forth in the updated Project Budget, exceed the Maximum Project Cost; and

(i) A.F.S. shall have prepared and approved an updated, revised Project Budget, which shall include the Purchase Price for the Site.

**2.12. Conditions Precedent to City's Obligation to Acquire the Site.** The obligation of the City to acquire a fee simple title to the Site is expressly conditioned upon each of the following, unless waived by the City in writing:

(a) the City shall have reviewed and approved the Schematics for the Project;

(b) A.F.S. shall have delivered to the City a detailed estimate of Project Costs and an approved preliminary Project Budget based upon the Schematics;

(c) A.F.S. shall provide the City with evidence of the sources and availability of the A.F.S. Financial Contribution, which evidence may be in the form of a commitment from a prospective institutional lender to

make a construction loan or a commitment or resolution from the Illinois Development Finance Authority to issue tax-exempt bonds to finance the Project;

(d) A.F.S. shall provide evidence of the contract for the sale and transfer of its current headquarters building situated at 313 East 43rd Street, New York, New York and certification by A.F.S. of the receipt of the initial and additional down payments pursuant to such contract; and

(e) the Environmental Audit shall have been completed.

2.13. **Conditions Precedent to City's Obligation to Close.** The obligation of the City to close and convey fee simple title to the Site is expressly conditioned upon the occurrence of the conditions precedent to the City's obligation to acquire the Site contained in Section 2.12 and the closing of the Construction Financing and execution of Construction Contract or, alternatively, the Turnkey Agreement, unless waived by the City in writing.

2.14. **Acquisition Cost in Excess of Purchase Price.** In the event that, upon the completion of the Project, the actual Project Costs are less than the Maximum Project Cost, then, to the extent of the difference between said actual Project Costs and the Maximum Project Cost, A.F.S. shall reimburse the City for the amount of any cost paid by the City to acquire the Site in excess of the Purchase Price.

### *Article III.*

#### *City's Loan To A.F.S..*

3.1. **The Loan.** The City agrees, subject to the terms and conditions contained herein, to make a loan (the "City Loan") to A.F.S., in an amount equal to Three Million and no/100 Dollars (\$3,000,000.00). The purpose of the City Loan shall be to fund Project Costs (and to pay a portion of the Completed Project Price if a Developer is selected by A.F.S. pursuant to Section 7.10 below).

3.2. **Note.** The Loan shall be evidenced by a promissory note (the "Note") executed by A.F.S. in favor of the City in the original principal amount of Three Million and no/100 Dollars (\$3,000,000.00). The Note shall provide for no interest to accrue or be payable during the period commencing with the date ("Initial Construction Disbursement Date") of the first disbursement of the proceeds of the City Loan for Construction Related Project Costs (or of the disbursement of proceeds of the City Loan to fund a part of the Completed Project Price pursuant to Section 7.10 below) and ending on the tenth (10th) year anniversary of the Initial Construction Disbursement Date. Thereafter, interest at the rate of six percent (6%) per

annum (the "Fixed Interest Rate") shall accrue on the principal balance of the Loan outstanding from time to time and be payable monthly pursuant to Section 3.4 below. The entire principal balance and accrued interest shall be due and payable on the Loan Maturity Date. The Note shall provide that the indebtedness evidenced thereby shall be non-recourse.

3.3. Term. The term of the Loan shall be for a period of thirty (30) years from the Loan Closing Date (as hereinafter defined) and shall mature on the thirtieth anniversary (the "Loan Maturity Date") of the Loan Closing Date.

#### 3.4. Loan Payments.

(a) Interest only at the Fixed Interest Rate shall be due and payable monthly in arrears commencing on the first (1st) day of the month following the tenth (10th) year anniversary date of the Initial Construction Disbursement Date. The first month's payment of interest shall be pro-rated for the actual number of days elapsed in the month during which such tenth (10th) year anniversary date occurs.

(b) The Loan may be prepaid in whole or in part at any time, without penalty or premium.

(c) If any payment becomes due on a Saturday, Sunday or any day on which the City is legally closed for business, such payment shall be made on the next succeeding business day, and, in case a payment includes in whole or in part a principal payment, such extension of time shall be considered in computing interest on the then outstanding principal balance of the Loan for the period of such extension.

(d) All payments of interest and principal shall be made to the City at the following address:

Office of the Comptroller  
City Hall  
121 North LaSalle Street, Room 500  
Chicago, Illinois 60602

3.5. Security. The Loan shall be secured by the following with respect to the Site, in form and substance reasonably acceptable to the City ("City Security Documents"):

(a) A mortgage (or deed of trust) (the "City Mortgage") covering the fee simple interest in the Site. The City Mortgage shall be subject to the Permitted Exceptions;

(b) A security agreement granting a lien security interest in all of the fixtures located on and used in connection with the operation, use and occupancy of the Site;

(c) A collateral assignment of all rents, issues, security deposits and profits from the Site;

(d) A collateral assignment of all building permits, Plans and Specifications, Borrower's agreements with Development Consultant, Construction Manager, the Architect(s) and mechanical and structural engineer(s), if any, the Construction Contract with the Contractor and all other rights, licenses, permits and agreements relating to the Project;

(e) The Construction Escrow Agreement of even date herewith among the City, A.F.S., any Construction Lender, and Title Company (as these terms are hereinafter defined); and

(f) U.C.C. Financing Statements.

3.6. Subordination to Project Financing. The City acknowledges that a significant part of the total Project Costs is to be financed through a loan from an institutional lender ("Construction Lender") selected by A.F.S., or through the issuance by the I.D.F.A. on behalf of A.F.S. of tax-exempt bonds, which bonds may be secured by a letter of credit issued by a bank or other financial institution ("Issuer"). The Construction Lender or Issuer, as the case may be, will require a first mortgage lien and security interest (the "Construction Mortgage") in the Project as security for its construction loan or letter of credit (the loan from a Construction Lender, the proceeds of any tax-exempt bond issue or any letter of credit issued to secure such tax-exempt bonds are hereinafter referred to singly and collectively as the "Construction Financing"). The City further acknowledges that the Construction Financing may be short-term financing making it necessary for A.F.S. to refinance the Construction Financing with new, long-term financing upon completion of the Project. This replacement, long-term or "Permanent Financing", will also require a first mortgage lien and security interest in the Project. Unless the entire balance of the City Loan is prepaid, the amount of the Permanent Financing may not exceed the amount of the Construction Financing and the term of the Permanent Financing shall not exceed thirty (30) years without the City's prior written consent. The City agrees that the lien and security interest in the Project established by the City Security Documents shall be subject to and subordinate to the lien and security interest granted or to be granted in the Project of the Construction Lender or the Issuer and to the provider of any Permanent Financing. The City shall execute all documents or agreements necessary to confirm and effectuate the subordination of the lien and security interest created by the City Security Documents to the lien and security interests of the Construction Lender or Issuer given to secure the Construction Financing

and to the provider of any Permanent Financing, including the execution of a subordination agreement ("Subordination Agreement") in commercially reasonable form. Copies of all documents establishing the prior lien and security interest of the Construction Lender or Issuer in connection with the Construction Financing and the provider of any Permanent Financing shall be delivered to the City for review and comment.

3.7. **Mortgagees Not Obligated to Construct.** Notwithstanding any of the provisions of this Agreement, the holder of any mortgage or deed of trust given to secure any Construction Financing or Permanent Financing (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu therefor) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this Section 3.7 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and this Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by A.F.S. of its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to any holder of a mortgage securing the Construction Financing or the Permanent Financing whose address has been given in writing to the City. After any such default by A.F.S., each such holder shall (insofar as the City is concerned) have the right, at such holder's option, to remedy such default.

3.8. **Construction Escrow.** The amount of any Construction Financing or other A.F.S. Financial Contribution, and the balance of the proceeds of the City Grant and the City Loan remaining after Closing and payment of the Purchase Price shall be disbursed through an escrow ("Construction Escrow") established with Title Company, as escrowee ("Construction Escrowee"). The respective rights, liabilities and duties of the Construction Escrowee, as well as the procedures governing disbursements from the Construction Escrow shall be set forth in a "Construction Escrow Agreement" between A.F.S., the City, Title Company and any Construction Lender. The terms and conditions of the Construction Escrow Agreement shall conform to the requirements of this Agreement. The parties agree that, if any conflict exists between the terms of this Agreement and the Construction Escrow Agreement, the terms and provisions of the Construction Escrow Agreement shall govern.

The Construction Escrow Agreement shall provide for the disbursement first of the proceeds of the City Grant, followed by disbursements of the City Loan, including any investment interest earned thereon. The Construction Financing or other A.F.S. Financial Contribution shall be disbursed last.



Disbursements from the Construction Escrow shall be made only for Project Costs and only after the requirements and conditions described in Sections 3.9 through 3.16 hereof have been met or waived by the City.

Any funds deposited by the City in the Construction Escrow may be invested or reinvested (to the extent permitted by law) by the Construction Escrowee at the written request of the City and A.F.S.. Any interest received upon investment of the City Grant or the City Loan shall be held to pay Project Costs, provided that any excess of such interest remaining after completion of the Project and the payment of all Project Costs, shall be paid to the City and applied as a partial repayment of the City Loan.

**3.9. Conditions Precedent to First Disbursement.** As a condition to the City's obligation to close the City Loan and to make the first disbursement thereof, the City shall have received and approved, or waived the delivery of, the following on or prior to the Closing Date, unless the City agrees in writing to an extension ("Loan Closing Date"):

(a) The following documents ("Loan Documents") duly executed and recorded, if appropriate:

- (i) this Agreement;
- (ii) the Note; and
- (iii) the City Security Documents.

(b) An A.L.T.A. standard form or equivalent construction loan policy of title insurance ("Lender's Title Policy") issued by Title Company insuring the lien of the Mortgage to be a first and prior lien against the Site, subject only to the Permitted Exceptions, acts done or suffered by City and the mortgage, if any, granted to secure the Construction Financing.

(c) Evidence that the insurance required under Section 6.1 hereof is in effect.

(d) The following documents evidencing the existence and authority of A.F.S. to effectuate the transaction contemplated hereby:

- (i) certified copy of the articles of incorporation and bylaws of A.F.S.;
- (ii) certified copy of the certificate of good standing of A.F.S.;

- (iii) certified copy of the resolution of the board of directors of A.F.S. authorizing the execution of the Loan Documents and the performance of A.F.S.' obligations thereunder; and
  - (iv) certificate of incumbency verifying that those persons signing any Loan Documents on behalf of A.F.S. are duly authorized.
- (e) Opinion from A.F.S.' counsel addressing the following matters:
- (i) A.F.S. is duly organized and validly existing in the state where organized, and is in good standing and is authorized to do business in the State of Illinois;
  - (ii) to the best of counsel's knowledge, the execution, delivery and performance of the Loan Documents do not require any authorizations or consents not previously obtained, and do not violate any law, rule, regulation, order, writ, judgment, indenture instrument or agreement binding upon A.F.S.;
  - (iii) the Loan Documents have been duly executed and constitute legal, valid and binding obligations of A.F.S., enforceable in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy laws; and
  - (iv) to the best of counsel's actual knowledge, no pending or threatened litigation involving A.F.S.' activities at the Site exists which would materially impair the ability of A.F.S. to perform its obligations under the Loan Documents, other than as disclosed in writing.
- (f) Uniform Commercial Code, judgment and federal tax lien searches of the filing offices of the Illinois Secretary of State and Cook County showing all financing statements, tax liens or judgments entered or filed against A.F.S. or the Site.
- (g) A detailed Project Budget identifying all established Project Costs associated with the Project.
- (h) A detailed schedule ("Construction Schedule") for the construction and rehabilitation of the Building and showing estimated commencement and completion dates for work on the Building on a trade-by-trade basis.
- (i) A copy of the fully executed contract with the Architect preparing the Plans and Specifications (as hereinafter defined).

**3.10. Conditions Precedent to Disbursement for Construction Related Project Costs.** As a condition to the City's obligation to disburse proceeds of the City Loan for Construction Related Project Costs, the City shall have received and approved, or waived the delivery of, the following in addition to the Loan Documents:

(a) Copies of the Plans and Specifications approved by the Landmarks Commission.

(b) A general lump sum construction contract ("Construction Contract") written on A.I.A. Document A-101 between A.F.S. and Contractor for construction and rehabilitation of the Building in accordance with the Plans and Specifications.

(c) The general form of General Contractor's Sworn Statement.

(d) A performance and payment bond with a penal sum in the full amount of the Construction Contract, as may be adjusted from time to time, written on A.I.A. Form A-311, or other form reasonably satisfactory to City, and underwritten by a surety reasonably satisfactory to City, naming A.F.S. and the City as co-obligees to the extent of their respective interests in the Project.

(e) A building permit issued by the City.

(f) The Closing and transfer of fee simple title in the Site pursuant to Article II hereof shall have occurred.

(g) A.F.S. shall provide evidence, reasonably acceptable to the City of the availability of the A.F.S. Financial Contribution.

**3.11. Disbursements of Loan Proceeds.** Disbursements of the City Loan shall be made to fund the Purchase Price and other costs of Closing on the acquisition of the Site pursuant to Article II hereof, and the balance remaining after Closing shall be disbursed in accordance with the Construction Escrow Agreement described in Section 3.8 hereof. The City shall deposit the balance of the proceeds of the City Loan remaining after payment of the Purchase Price and other costs of Closing into the Construction Escrow within five (5) days after receipt of the documents described in Sections 3.9 and 3.10.

**3.12. Use of Loan Proceeds.** The proceeds of the City Loan shall be used solely to pay for Project Costs as set forth and identified in the Project Budget.

**3.13. Draw Request Documents.** Prior to each disbursement of the City Loan the Title Company shall have received and approved the following documents ("Draw Request Documents") with each request for a disbursement of the Loan:

(a) An owner's sworn statement and a statement from A.F.S. requesting the disbursement, containing any special funding instructions, and requesting any necessary changes in the Plans and Specifications, the Project Budget, or the Construction Schedule;

(b) A "disbursement request summary" form completed and certified by A.F.S. showing items of Project Costs with amounts previously paid and amounts requested for disbursements;

(c) An "application for payment and General Contractor's Sworn Statement" form completed and certified and sworn to by the Contractor;

(d) Partial lien waivers or releases of lien from the Contractor, material suppliers and all subcontractors for the full amount of the requested disbursement, or copies of such waivers or releases if the originals are delivered to the Title Company in order to obtain the endorsement hereinafter required;

(e) Title Company endorsements updating the Lender's Title Policy issued to the City through the last disbursement of the City Loan;

(f) Copies of invoices and other documents to support the full amount of non-construction cost items (including, without limitation, indirect and soft cost items) contained in the requested disbursement;

(g) A statement from the Architect that the work and materials for which payment is requested have been performed or delivered in accordance with the Plans and Specifications; and

(h) Written authorization by the Commissioner of the disbursement request, which authorization shall not be unreasonably withheld or denied.

**3.14. Retainage.** Disbursements of the funds deposited in the Construction Escrow shall be made through the Title Company in accordance with the Construction Escrow Agreement. Each disbursement for construction related Project Costs (other than for materials-only purchase orders) shall be subject to a holdback (the "Retainage") in an amount not to exceed ten percent (10%) of all amounts due the Contractor and each subcontractor. All Retainage will be released upon Substantial Completion (as hereafter defined) of the Building or with respect to a subcontractor upon completion of the portion of the work for which the

subcontractor was engaged, and upon satisfaction of the conditions for the final construction disbursement hereinafter set forth, except for a sum equal to twice the cost, as reasonably estimated by A.F.S., of any unfinished "punch list" items, which sum shall be retained until completion of such punch list items. The terms "Substantial Completion" or "Substantially Complete" shall mean completion, free of mechanics' and materialmans' liens, of the furnishing, fixturing, equipping, reconfiguring and rehabilitation of the Building in accordance with approved Plans and Specifications and all applicable laws and ordinances, except for minor punchlist items as determined by the Architect.

3.15. Final Construction Disbursement. Final disbursement and release of Retainage shall be subject to the receipt by A.F.S., in form and substance acceptable to A.F.S., of the following:

(a) statements that the Project has been completed in accordance with the Plans and Specifications from the Construction Manager, the Contractor, and the Architect;

(b) final lien waivers from the Contractor and any other contractors, subcontractors and materialmen required by the Title Company to issue its final endorsement to the Lender's Title Policy;

(c) a final and comprehensive endorsement to the Lender's Title Policy with extended coverage;

(d) the approval of the sureties under any performance and payment bonds; and

(e) Certificate of Completion issued by the City.

#### *Article IV.*

#### *City's Grant To A.F.S.*

4.1. Amount of Grant. The City hereby agrees to make a grant (the "City Grant") to A.F.S. in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00), nor more than Five Million and No/100 Dollars (\$5,000,000.00), to be used to pay Project Costs (or to pay a portion of the Completed Project Price if a Developer is selected by A.F.S. pursuant to Section 7.10 below).

4.2. Disbursements of Grant Funds. Prior to the Closing and the conveyance of fee simple title in the Site to A.F.S., up to Eight Hundred

Thousand Dollars (\$800,000.00) of the proceeds of the City Grant shall be disbursed to pay or reimburse A.F.S. for the expense of certain "soft" Project Costs such as, but not limited to fees and reimbursable expenses for the Development Advisor and for architects, engineers, environmental, historic preservation, exterior wall and other consultants engaged by A.F.S. to provide services related to the preparation of the Schematics and the Plans and Specifications for the Project upon the submittal to the Commissioner of (a) a detailed preliminary Project Budget identifying Project Costs approved by the City, (b) a written disbursement request certified to by an officer of A.F.S. identifying the costs for which payment or reimbursement is sought and certifying that the costs for which payment of reimbursement is sought are Project Costs, together with, (c) invoices, receipts, bills, statements and other reasonable verification of such Project Costs incurred by A.F.S.. At Closing and conveyance of fee simple title in the Site to A.F.S., the entire remaining balance of the City Grant shall be deposited in the Construction Escrow and disbursed to fund Project Costs in accordance with the Construction Escrow Agreement.

4.3. **Increases in Project Costs.** A.F.S. shall periodically deliver to the City revised, updated Project Budgets pursuant to Section 7.6 below. In the event that the aggregate Project Costs, as set forth in the updated Project Budget, exceed the Maximum Project Cost due to so called "force majeure" delays, increase in the cost of materials, equipment or labor, approved Change Orders or circumstances beyond the reasonable control of A.F.S., including delays or increases in costs caused by circumstances referred to in Section 10.2 below, A.F.S. shall notify the City of such increase through the submission to the City of a revised, updated Project Budget containing an explanation of the reason for such increase in Project Costs. The City shall have ten (10) days to review and to approve the revised, updated Project Budget. The City agrees that the amount of the City Grant shall be adjusted upward to cover the amount of any such increase in Project Costs in excess of the Maximum Project Cost and that additional funds equal to the amount by which the adjusted Project Costs exceed the Maximum Project Costs shall be promptly deposited by the City in the Construction Escrow to be disbursed in accordance with the terms thereof. In the event that the City disputes any adjustments to the Project Budget resulting in an increase in the aggregate Project Costs in excess of the Maximum Project Cost, the dispute shall be submitted in the first instance to the Construction Manager (or the Development Advisor, at the election of A.F.S.) and the City Consultant for resolution. In the event that the City Consultant and the Construction Manager (or the Development Advisor, at the election of A.F.S.) disagree or fail to reach agreement within ten (10) days (or such longer period as may be mutually agreed to in writing) of the date that the dispute is submitted to them for resolution, they shall jointly select an independent third party with experience in the rehabilitation of historic buildings and the determination of this third party shall be binding upon the City and A.F.S.. A.F.S. shall, subject to its option to terminate this Agreement, seek funding for any Project Costs in excess of Sixteen Million Dollars (\$16,000,000).

If, subsequent to Closing and the acquisition by A.F.S. of title to the Site, the total Project Costs set forth in the Project Budget, as revised from time to time, exceed the Maximum Project Cost, and the City fails for a period of thirty (30) days from the date of notice of such excess Project Costs for any reason to deposit into the Construction Escrow the additional City Grant funds necessary to pay such excess Project Costs or in the event that the total Project Costs exceed Sixteen Million Dollars (\$16,000,000.00), A.F.S. may elect to terminate this Agreement by written notice to the City, provided that A.F.S. shall, upon reimbursement by the City of any funds previously paid by A.F.S. for Project Costs and not otherwise reimbursed: (a) reconvey or cause to be reconveyed to the City title to the Site by recordable quitclaim deed, subject only to the Permitted Exceptions and matters done or suffered by the City; (b) assign and deliver to the City any and all agreements, licenses or approvals relating to the Project executed or obtained by A.F.S. and (c) deliver to the City any and all Schematics, Plans and Specifications, drawings or other documents relating to the Project then owned by A.F.S.

#### *Article V.*

#### *Representations And Warranties.*

5.1. Representations and Warranties of A.F.S. To induce the City to execute the Agreement and perform the obligations of the City hereunder, A.F.S. hereby represents and warrants to the City as follows:

(a) A.F.S. is a duly organized and existing not-for-profit corporation in good standing under the laws of the State of Illinois.

(b) No litigation or proceedings are pending, or to the best of A.F.S.' knowledge, are threatened against A.F.S. or any party affiliated with A.F.S. which could: (i) affect the ability of A.F.S. to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of A.F.S.

(c) To the best of A.F.S.' knowledge, the execution, delivery and performance by A.F.S. of this Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which A.F.S. or any party affiliated with A.F.S. is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of A.F.S. have been duly authorized to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

(e) To the best of its knowledge, the use of the Site by A.F.S. shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.

5.2. Representations and Warranties of the City. To induce A.F.S. to execute the Agreement and to perform its obligations hereunder, the City hereby represents and warrants to A.F.S. as follows:

(a) The City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

(b) All necessary action has been taken to authorize the execution of this Agreement and this Agreement, and when executed by the Mayor of the City, shall constitute the valid, legally binding agreement of the City, enforceable in accordance with its terms.

5.3. Survival of Representations and Warranties. A.F.S. and the City agree that all of their respective representations and warranties, set forth in this Article 5 are, to the best of each party's knowledge, true and correct as of the execution date of this Agreement and will be true and correct at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

## *Article VI.*

### *Insurance.*

6.1. Insurance Policies. A.F.S. will, from and after the Closing, maintain, or cause to be maintained, insurance policies issued by companies rated at least "A" by Best's Rating Service and covering loss by perils, hazards, liabilities and other risks and casualties and in form and amounts reasonably satisfactory to City's risk manager, endorsed to protect the City's interest with the standard mortgagee clause or loss payable clause in favor of City. Copies of such insurance policies (or binders in lieu of such policies) and certificates of insurance shall be delivered to the City, together with



evidence of renewals as necessary. Each such policy shall provide for the delivery of written notice to the City prior to cancellation thereof.

Without limiting the generality of the foregoing, A.F.S. shall maintain or cause to be maintained during construction and rehabilitation of the Project, (i) all risks form of builder's risk insurance on a completed value form covering the full replacement cost of the Project and all materials, supplies and equipment delivered to the Site, (ii) owner's comprehensive general liability insurance, (iii) contractor's liability, workmen's compensation and employer's liability insurance, (iv) rents, earnings and extra expense insurance covering loss due to delay in completion of the Project, and (v) flood insurance, where appropriate.

The minimum amount of comprehensive general liability insurance shall be \$2,000,000 for each occurrence and \$5,000,000 in the aggregate. If A.F.S. fails to provide the insurance required by this Section 6.1, or if any policy is cancelled, reduced, or not renewed, City may, but shall not be obligated to obtain such insurance, and the reasonable cost thereof shall be additional indebtedness of A.F.S. to City hereunder secured by the City Security Documents.

6.2. Insurance Proceeds. Subject to the terms of any mortgage or deed of trust securing the Construction Financing or the Permanent Financing, in the event of any damage or destruction to the Project caused by fire or other hazard, the insurance proceeds shall be applied toward the restoration, reconstruction or repair of the Project.

If the Project is damaged to such a degree that the Critical Historic Features are no longer substantially intact and it is impracticable to repair or restore the Project or if the Project is destroyed or if the proceeds of insurance are insufficient to repair or restore the Project and A.F.S. is unable to or elects not to provide the funds necessary to make up the deficiency, then the proceeds of insurance shall be distributed as follows: (a) first, to the holder of any mortgage or deed of trust securing any Construction Financing or Permanent Financing; (b) second, to pay any outstanding Project Costs; (c) third, to the City to repay the City Loan; (d) fourth, to reimburse A.F.S. for any out-of-pocket costs or expenses incurred in connection with the Project; (e) fifth, to the City to reimburse it for amounts of the City Grant previously disbursed; and (f) sixth, the remainder, if any, to A.F.S.

## *Article VII.*

### *Renovation Of The Building.*

7.1. Generally. A.F.S. agrees that the Project shall, to the extent

financially practicable within the Project Budget, include the renovation and rehabilitation of the Building to substantially preserve its historic and architecturally significant features in accordance with their status as a designated City landmark and in accordance with the Plans and Specifications approved by the Landmarks Commission. The Project shall be constructed in accordance with the Plans and Specifications.

7.2. Selection of Contractor and Construction Manager. The City acknowledges and agrees that A.F.S. shall engage a Contractor for the performance of the work for a stipulated lump sum or guaranteed maximum price and a Construction Manager to oversee and coordinate the construction of the Project. The Contractor engaged by A.F.S. for the Project, shall be selected through the issuance of a Request for Proposals and on the basis of selection criteria established by A.F.S.. The selection criteria shall include, without limitation, the proposed price, the level of experience in completion of historic renovation and restoration projects of similar type and size of the Project, financial strength and the nature and extent of the participation of Minority/Women Business Enterprises. The Contractor shall be approved by the City, which approval shall not be unreasonably withheld or delayed. Any Contractor engaged by A.F.S. shall provide performance and payment bonds in the full amount of the Construction Contract underwritten by a surety company reasonably acceptable to A.F.S. and the City, and naming A.F.S. and the City as co-obligees.

7.3. Right of Entry. Within thirty (30) days of the execution date of this Agreement, the City shall grant or cause to be granted to A.F.S., its contractors, consultants and employees a right of continuous entry to the Site during normal business hours for the purpose of allowing the Architects, engineers and other consultants engaged by or on behalf of A.F.S. to inspect the Site and to investigate the physical condition of the Building, and to perform all tests and analyses as may be necessary to prepare the Schematics and the Plans and Specifications and to perform the Environmental Audit, including, without limitation, the right to perform selective forensic demolition, including removal of portions of interior walls and floors and the right to erect scaffolding around the exterior of the Building and to remove and inspect portions of the existing terra cotta facade. From such inspections, the Architect and A.F.S. shall prepare the Schematics and the Plans and Specifications as well as updated written Project Budgets. The City will also make available to A.F.S. and its contractors, consultants and employees all existing engineering, architectural and other reports, studies or analyses relating to the Site performed by or on behalf of the City or which are in the City's possession or control.

7.4. Plans and Specifications. Within four (4) months from the execution date of this Agreement, A.F.S. shall deliver or cause to be delivered to the City preliminary schematic drawings illustrating the scale and relationship of the various components of the Project ("Schematics") for review and

approval by the Landmarks Commission and the Department. The Department shall have ten (10) days from the date of receipt of the Schematics in which to approve or reject the Schematics. If the Department rejects the Schematics, it shall do so in writing specifying in detail the basis for such rejection and providing specific recommendations for correcting any identified defects in the Schematics, provided that no such recommendations, other than as required to conform to applicable law or ordinance, shall cause a significant increase in Project Costs. If the Department rejects the Schematics, A.F.S. shall have ninety (90) days in order to prepare revised Schematics consistent with the requirements of the Department and resubmit them to the Department for approval. The Department shall have ten (10) days to approve or reject the revised Schematics. Upon the approval of the Schematics by the Department, the Department and the City shall jointly submit the approved Schematics to the Landmarks Commission for approval and the City will assist in expediting the review by the Landmarks Commission of the Schematics.

Within ninety (90) days from the date that the Landmarks Commission approves the Schematics, A.F.S. shall submit to the Landmarks Commission and the Department substantially complete design development drawings and specifications ("Plans and Specifications") generally consistent with the Schematics. The Plans and Specifications shall conform to the terms of this Agreement and all applicable state and local laws, ordinances and regulations.

Upon receipt of the Plans and Specifications, the Department shall have ten (10) days in which to approve or reject the Plans and Specifications. If the Department rejects the Plans and Specifications, it shall do so in writing specifying in detail the basis for such rejection and providing specific recommendations for correcting any identified defects in the Plans and Specifications, provided that no such recommendations shall cause a significant increase in Project Costs. If the Department rejects the Plans and Specifications, A.F.S. shall have ninety (90) days in order to prepare revised Plans and Specifications consistent with the requirements of the Department and resubmit them to the Department for approval. The Department shall have ten (10) days to approve or reject the revised Plans and Specifications. Upon the approval of the Plans and Specifications by the Department, the Department and A.F.S. shall jointly submit the approved Plans and Specifications to the Landmarks Commission for approval and the City will assist in expediting the review by the Landmarks Commission of the Plans and Specifications.

Any material amendment to the Plans and Specifications must be submitted to the Landmarks Commission and the Department for their approval. The approval or disapproval of any such material amendment by the Department shall be within ten (10) days from the date that such material amendment is delivered to the Department. Notwithstanding anything herein to the contrary contained, the approval by the Department

of the Schematics and the Plans and Specifications shall not be unreasonably withheld or delayed.

7.5. Limited Applicability of the Department's Approval. Any approvals of the Schematics and the Plans and Specifications made by the Department are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the Department pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist A.F.S. in expeditiously obtaining approvals for building permits and any other permits and approvals necessary to complete the Project, including, without limitation the approval of the Landmark's Commission.

7.6. Budget. Within one hundred eighty (180) days after the date of the full execution of this Agreement by the parties hereto and at least every one hundred (100) days thereafter until Substantial Completion of the Project, A.F.S. shall deliver or cause to be delivered to the Department for its approval, which approval shall not be unreasonably withheld or denied, a detailed, updated written budget ("Project Budget") setting forth the estimated Project Costs, including reserves for construction period interest and a contingency reserve. A preliminary Project Budget is attached hereto as (Sub)Exhibit C and made a part hereof. The Project Budget shall also identify the potential sources of the A.F.S. Financial Contribution, including the amount of any Construction Financing, equity, contributions, et cetera. The Project Budget shall be revised prior to the commencement of construction, as necessary, based upon Schematics and the Plans and Specifications as approved pursuant to Section 7.4 above. From time to time A.F.S. may determine that modifications are necessary in the Project Budget because of actual or anticipated changes in the Project Costs. A.F.S. shall advise the City of any changes in the Project Budget and provide the City with documentation in support of such change. All references herein to the Project Budget shall mean the Project Budget, as modified from time to time pursuant to this Section.

7.7. Relocation of Utilities. In the event A.F.S. requests the relocation, repair or replacement of any existing City utility lines in and under the Site, the public streets or private property adjacent to the Site, A.F.S. and the City agree to cause such utilities to be relocated and the cost thereof shall be included as a Project Cost. The Department shall use its best efforts to assist A.F.S. in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines.

7.8. Commencement and Completion of the Project. A.F.S. shall commence or cause to be commenced the rehabilitation of the Building within thirty (30) days after the last to occur of the following (the "Construction Commencement Date"): (a) Closing and conveyance of title to the Site by the City to A.F.S.; (b) the approval by the Landmark's

Commission and the Department of the Plans and Specifications; (c) the issuance by the City of a building permit for the Project; and (d) closing on the Construction Financing. A.F.S. shall Substantially Complete the Project or cause the Project to be Substantially Completed within thirty (30) months after the Construction Commencement Date, subject to permitted delays beyond the reasonable control of A.F.S. as described in Section 10.2 below.

7.9. Certificate of Completion. Upon Substantial Completion of the Project in accordance with the approved Plans and Specifications, as evidenced by the certification of the Architect, the City shall promptly furnish A.F.S. with an appropriate "Certificate of Completion". The Certificate of Completion shall be a conclusive determination of the satisfaction and termination of the covenants in the Agreement with respect to the obligations of A.F.S. and its successors and assigns to complete the Project. The Certificate of Completion, however, shall not constitute evidence that A.F.S. has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project. The Certificate of Completion shall be in recordable form. The City shall, within ten (10) days after receipt of a written request for a Certificate of Completion, undertake an inspection of the Project and, thereafter, provide A.F.S. either with the Certificate of Completion or a written statement indicating in adequate detail how A.F.S. has failed to complete the Project in substantial conformity with the Plans and Specifications and detailing what measures or acts will be necessary in order to obtain the Certificate of Completion. Upon compliance with the City's requirements, A.F.S. shall resubmit a written request for a Certificate of Completion from the City.

7.10. Developer Option. The City acknowledges and agrees that A.F.S. may elect to engage a third-party developer ("Developer") reasonably acceptable to the City to complete the Project on a "turnkey" basis. The Developer shall be selected through the issuance of a Request for Proposals and on the basis of selection criteria established by A.F.S. The selection criteria shall include, without limitation, the proposed price, the level of experience in the completion of historic renovation and restoration projects of similar type and size as the Project, financial strength and the nature and extent of the participation of Minority/Women Business Enterprises on the development team. The Developer shall be approved by the City, which approval shall not be unreasonably withheld or delayed. The Developer and A.F.S. may enter into a "turnkey" agreement in form and content reasonably acceptable to the City ("Turnkey Agreement"), pursuant to the terms of which the Developer may acquire the Site from the A.F.S., complete the Project in accordance with this Agreement, the Turnkey Agreement and the Plans and Specifications and, upon completion thereof, convey title to the completed Project to A.F.S. free and clear of all encumbrances other than the Permitted Exceptions, for a stipulated lump sum (the "Completed Project Price"). The Turnkey Agreement shall expressly incorporate by reference the obligations of A.F.S. regarding the commencement,

construction and completion of the Project contained herein. In the event that the Developer defaults in the performance of any of the obligations so incorporated by reference into the Turnkey Agreement, then such default, unless cured within any applicable grace period, shall constitute an A.F.S. Default, entitling the City to exercise all of its rights and remedies hereunder, including, without limitation, the foreclosure of the City Mortgage. Notwithstanding the foregoing, if, after such default by Developer under the Turnkey Agreement, A.F.S. notifies the City of its intention to terminate its Turnkey Agreement with such Developer and to select a new developer to complete the Project (or to act as substitute developer itself) and, thereafter, diligently and in good faith commences and pursues the selection of a substitute for the defaulting Developer (or diligently proceeds itself as a substitute developer), A.F.S. shall not be deemed in default hereunder.

Subject to and in conformance with applicable law, A.F.S. may convey title to the Site to the Developer, subject to the City Mortgage and other City Security Documents. The Developer shall, prior to acquiring any interest in the Site, prepare a detailed budget describing the various elements of the work necessary to complete the Project in accordance with the Plans and Specifications and containing estimates of the Construction Related Project Costs. In addition, the Developer shall submit a revised and updated Construction Schedule for the Project showing estimated commencement and completion dates for the Project on a trade-by-trade basis. At the request of the City, the Developer shall also collaterally assign its rights and interest under the Turnkey Agreement to the City.

The Developer shall have the right to obtain construction financing ("Developer Construction Financing") from an institutional lender satisfactory to A.F.S. in an amount sufficient to pay the Construction Related Project Costs. The Developer Construction Financing may be secured by a first mortgage on and security interest in the Project to the same extent as the Construction Financing referred to in Section 3.6 hereof and the City shall take such measures as may be necessary or required to effect a subordination of the City Mortgage and the other City Security Documents to the lien of the mortgage securing the Developer Construction Financing, including the execution by the City of a Subordination Agreement with the provider of the Developer Construction Financing. The proceeds of the Developer Construction Financing shall be disbursed through a construction escrow meeting the requirements of the Construction Escrow described in Section 3.8 hereof.

The Turnkey Agreement will provide for the timely completion of the Project in accordance with approved Plans and Specifications and conveyance of the completed Project to A.F.S. for the Completed Project Price. The Turnkey Agreement shall also require the provision of performance and payment bonds underwritten by a surety company reasonably acceptable to A.F.S. and the City, and naming A.F.S. and the City as co-obligees. The Completed Project Price shall be paid by A.F.S. in

part through the transfer of title to the completed Project subject to the City Mortgage. The balance of the Completed Project Price shall be paid by A.F.S. using any combination of the following: the balance of the City Loan, City Grant, private sector Permanent Financing obtained from an institutional lender, the proceeds of a proposed tax exempt bond issued by I.D.F.A. or other funds raised or provided by A.F.S. Any Permanent Financing shall be secured by a first mortgage on and security interest in the Project to the same extent as the Construction Financing described in Section 3.6 and the City shall execute a Subordination Agreement with the provider of any such Permanent Financing.

### *Article VIII.*

#### *A.F.S. Covenants.*

8.1. **Conveyance and Encumbrance.** Except for a transfer to the Developer pursuant to Section 7.10 hereof or in connection with the Construction Financing or the Permanent Financing, or as otherwise provided or permitted in this Agreement, A.F.S. will not transfer, assign, convey, encumber or permit the transfer, assignment, conveyance or encumbrancing (except for tenant leases) of the Project or any interest therein or portion thereof prior to the issuance by the City of the Certificate of Completion. Notwithstanding the foregoing or anything herein to the contrary contained, A.F.S. may, without the prior approval or consent of the City, transfer, convey or assign its interest in this Agreement or the Project to A.F.S. (U.S.A.), a \_\_\_\_\_ corporation, which is an affiliate of A.F.S., or to any parent, subsidiary or affiliate of A.F.S.. A.F.S. further covenants and agrees that if, at any time during the period commencing on the Closing Date and ending on the fifth anniversary of the date of the issuance by the City of the Certificate of Completion, it transfers, assigns or conveys its entire interest in the Project other than in connection with the Permanent Financing (or any subsequent refinancing of the then principal balance of such Permanent Financing) or other than to a parent, subsidiary, affiliate or successor entity to A.F.S., then A.F.S. shall pay and reimburse the City, from and to the extent that the purchase price from such sale or the total amount of the proceeds of such refinancing exceed Fourteen Million Dollars (\$14,000,000), a sum (the "Reimbursable Amount") equal to the amount of the City Grant disbursed to pay Project Costs in excess of Three Million Dollars (\$3,000,000). No amount shall be subject to repayment pursuant to this Section 8.1 upon a sale, refinancing or other conveyance of the Project occurring from and after the fifth anniversary of the date of issuance by the City of the Certificate of Completion. This Section 8.1 shall survive the issuance of the Certificate of Completion.

8.2. Amendments and Change Orders. A.F.S. shall not consent to any material amendments to any documents assigned to the City pursuant to the Security Documents without the City's prior written consent, nor will A.F.S. approve any changes in the work described in the Plans and Specifications and the Construction Contract ("Change Orders") or permit any work to be done pursuant to any Change Orders that either (a) materially adversely affects the structural elements of the Building or (b) materially affects any element of the Building designated as Critical Historic Features or (c) the cost of which would exceed \$25,000 individually or which in the aggregate would increase total Project Costs by more than \$250,000, without the prior written consent of the City. Notwithstanding the foregoing, the City's approval will not be required for any Change Orders covering interior space improvements, such as the construction or relocation or partitions and dividing walls, which do not materially affect the structure of the Building and which are not designated by law as Critical Historic Features. Copies of all Change Orders will be promptly delivered to the City.

8.3. Inspections. A.F.S. will permit the City or its agents to inspect the Project during normal business hours, upon the provision by City of reasonable prior notice.

8.4. Mechanics' Liens. Notwithstanding Section 8.1 and Section 9.1 (d) hereof, the filing of a mechanic's lien shall not be a default hereunder if, within \_\_\_ days after such lien is filed, and prior to any further disbursement of the proceeds of the City Loan or the City Grant, either such lien is discharged and released of record, or A.F.S. elects to contest the mechanic's lien and complies with the requirements hereinbelow specified. A.F.S. may contest, at its expense and after prior written notice to City, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any mechanic's lien filed against the Project, provided that: (a) neither the Project nor any part thereof or interest therein is at any time in any danger of being sold, forfeited or lost, and (b) A.F.S. shall have furnished or caused to be furnished to the City either cash, cash equivalents or a surety bond in an amount equal to \_\_\_\_\_ percent (\_\_\_%) of the amount of such mechanic's lien or with an endorsement by the Title Company to the City's Lender's Title Policy affirmatively insuring the City, as the holder of the City Mortgage, against any loss or expense incurred by reason of the existence, enforcement or attempted enforcement of such mechanic's lien or such other security, as may be reasonably required by City. Notwithstanding the foregoing, in the event of a conflict between this Section 8.4 and the provisions of any mortgage securing the Construction Financing, the mortgage securing the Construction Financing shall govern.

8.5. Taxes. Notwithstanding Section 8.1 and Section 9.1(d) hereof, the lien of real estate taxes shall not be a default hereunder if such taxes are not due and payable, or if such taxes are due and payable, but are being contested in good faith and with due diligence and A.F.S. shall have



furnished or caused to be furnished to the City; (a) cash or cash equivalents in the amount equal to one hundred twenty percent (120%) of the amount of such tax lien or (b) an endorsement issued by the Title Company to its Lender's Title Policy affirmatively insuring the City, as the holder of the City Mortgage, against any loss or expense incurred by the City by reason of the existence, enforcement or attempted enforcement of such tax lien or (c) such other security as the City may reasonably require. Notwithstanding the foregoing, in the event of a conflict between this Section 8.5 and the provisions of any mortgage securing the Construction Financing, the mortgage securing the Construction Financing shall govern.

8.6. Compliance with Laws and Agreements. A.F.S. will comply with, and will cause the Project to be in compliance with all applicable laws, ordinances, rules, regulations, orders, restrictive covenants, or agreements to which the A.F.S. or the Site is subject.

8.7. Compliance with Plans and Specifications. A.F.S. will cause the Project to be performed, constructed and rehabilitated substantially in accordance with the Plans and Specifications.

8.8. Discrimination. A.F.S. shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation in the use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof.

#### *Article IX.*

##### *Defaults and Remedies.*

9.1. Default by A.F.S. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute a "Default" by A.F.S. ("A.F.S. Default"):

(a) If, at any time, any warranty or representation made or furnished by A.F.S. herein is not true and correct in any material respect and is not cured or corrected within fifteen (15) days after receipt by A.F.S. of notice thereof; or

(b) If any petition is filed by or against A.F.S. (or the Developer, if any) under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or

(c) If A.F.S. defaults in fulfilling its obligations with respect to the timely commencement and completion of the Project pursuant to Section 7.8 or abandons the Project, and such default, violation, abandonment or suspension shall not be cured, ended or remedied within one hundred twenty (120) days of the date A.F.S. receives written demand by the City to cure such default; or

(d) Subject to the rights to contest contained in Sections 8.4 and 8.5, the failure of A.F.S. to pay real estate taxes or assessments affecting the Project or any thereof when due, or placing or suffering to be placed on the Project any encumbrance or lien unauthorized by this Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; or

(e) Default by A.F.S. in the payment of any sums required to be paid or in the performance of any obligations required to be performed by A.F.S. pursuant to this Agreement, or the Loan Documents evidencing and securing the City Loan, or under any mortgage (or deed of trust) securing the Construction Financing, which continues uncured beyond any applicable grace period;

(f) Any assignment, pledge, encumbrance, transfer, hypothecation or other disposition is made in violation of this Agreement; or

(g) A.F.S. defaults after any applicable notice and cure period, under the terms of its Turnkey Agreement with the Developer, if any.

Notwithstanding the foregoing, if any of the aforementioned defaults is of a nature so as not to be reasonably susceptible to being cured within the time period stated for such cure, and provided that A.F.S. has within such stated period commenced such cure, and, thereafter, proceeds diligently to complete such cure, the period for completing such cure shall be extended to a further period as may be reasonably necessary to complete such cure.

**9.2. Remedies of the City.** Upon the occurrence of an A.F.S. Default under this Agreement, the City shall have the right to exercise the following remedies:

(a) **Prior to Conveyance.** If, at any time from and after the date of the full execution of this Agreement until the Closing Date, an A.F.S. Default occurs, the City may, as its sole and exclusive remedy, terminate this

Agreement and obtain all Plans and Specifications, Schematics, drawings or other documents relating to the Project.

(b) After Conveyance. If an A.F.S. Default occurs, subsequent to Closing and the conveyance of the Site to A.F.S. (or the Developer) by the City, but before the City issues its Certificate of Completion, then the City, by written notice to A.F.S., may declare the unpaid balance of the City Loan to be immediately due and payable. In addition, the City shall have the right, subject to the Subordination Agreement, to foreclose the City Mortgage or re-enter and take possession of the Site pursuant to applicable law.

9.3. Defaults by City. For purposes of this Agreement, the occurrence of any one or more of the following shall constitute a "Default" by City ("City Default"):

(a) If, at any time, any warranty or representation made or furnished by the City herein is not true or correct in any material respect;

(b) If the City defaults in the performance of any other obligation of the City herein contained and such default is not cured within thirty (30) days after written notice thereof; or

(c) If the City is not prepared to Close and convey fee simple title in the Site to A.F.S. by the Closing Date pursuant to Article II of this Agreement.

9.4. Remedies of A.F.S. Upon the occurrence of a Default by the City under this Agreement, A.F.S. shall be entitled to exercise all remedies available at law or in equity, including specific performance and termination of its obligations under this Agreement and the right to the reimbursement of Project Costs paid or incurred by A.F.S.. Notwithstanding the foregoing, if the City timely commences and diligently prosecutes acquisition of the Project through a proceeding in eminent domain and is delayed beyond the Closing Date in the completion of such acquisition due to factors beyond its reasonable control, A.F.S. shall, as its exclusive remedy, be entitled to terminate the Agreement and seek reimbursement of any Project Costs paid or incurred by A.F.S..

#### *Article X.*

#### *Miscellaneous.*

10.1. Time of the Essence. Time is of the essence with respect to this Agreement.

10.2. **Permitted Delays.** A.F.S. shall not be considered in breach of its obligations with respect to the commencement and completion of the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond the control of A.F.S. and without its fault or negligence, including but not limited to, any delays or halts in the commencement or completion of the Project which are compelled by court order, lawsuits, concealed conditions at the Site, acts of God, acts of the public enemy, acts of the United States government, strikes, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, delays in obtaining necessary governmental approvals or permits, shortages of materials, embargoes, unusually severe weather or delays of contractors and subcontractors due to such causes.

10.3. **Waiver and Estoppel.** Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or otherwise to deprive such party of or limit such rights in any way. No waiver made by one party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the non-defaulting party with respect to any other defaults of the defaulting party.

10.4. **Indemnity.** A.F.S. hereby 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, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with any activity undertaken by A.F.S., its agents, employees, invitees and contractors at the Site.

10.5. **Access to the Site.** Any duly authorized representative of the City shall, at all reasonable times, upon at least \_\_\_ days prior written notice to A.F.S., have access to the Site, from and after Closing until issuance of the Certificate of Completion, for the purpose of confirming A.F.S.' compliance with this Agreement. The City, for itself and its agents, employees and contractors, hereby waives any claim or cause of action against A.F.S. and any of its contractors, agents, employees and trustees for any injury to persons or damage to property resulting directly or indirectly from the exercise by the City of its right of access granted hereby. The City agrees to indemnify and hold A.F.S., its agents, contractors, employees and trustees harmless from and against any claim or cause of action arising directly or indirectly from the exercise by the City of its right of access to the Site.

10.6. **City's Right to Inspect Records.** A.F.S. agrees that the City shall have the right and authority to review and audit, from time to time, the books and records of A.F.S. or any developer engaged by A.F.S. relating to the Project, including, without limitation, loan statements, general contractor's sworn statements, Construction Contracts, subcontracts,

purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of A.F.S. or the Developer, or such other location within the limits of the City as A.F.S. may reasonably select, for inspection, copying, audit and examination at all reasonable times, upon at least five (5) days prior written notice to A.F.S., by any duly authorized representative of the City.

10.7. **Affirmative Action Plan.** A.F.S. agrees to cause the development and implementation of the affirmative action plan and program ("Affirmative Action Plan") set forth in (Sub)Exhibit D attached hereto and made a part hereof with respect to the construction of the Project. With respect to the construction of the Project, A.F.S. and its successors and assigns shall not, during construction of the Project, discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or sexual orientation and shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, ages, handicap or sexual orientation and are treated in a non-discriminatory manner with regard to all job related matters, including without limitation: 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. A.F.S. shall cause the Affirmative Action Plan to be adopted and incorporated by reference in the Turnkey Agreement, if any, and the Construction Contract.

10.8. **Duration of Agreement.** This Agreement, and all rights and obligations set forth herein (except as specifically provided to the contrary), shall automatically terminate and expire upon the date of issuance by the City of the Certificate of Completion.

10.9. **Permits.** The City shall use its best efforts to process and approve all necessary building permits, licenses or approvals required to be obtained from any agency or department of the City in connection with the construction of the Project.

10.10. **Entire Agreement.** Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City.

10.11. **Conflict of Interest -- City's Representatives Not Individually Liable.** Prior to the issuance of the Certificate of Completion by the City, no member of the Commission, the Department, or other City board,

commission or agency, official, or employee of the City shall have any personal economic interest, direct or indirect, in A.F.S., the Site or the Project; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to A.F.S., or any successor in interest, to perform any commitment or obligation of the City under this Agreement; nor shall any such person be personally liable in the event of any City Default. No trustee, officer, employee, agent or contractor of A.F.S. shall be personally liable to the City to perform any commitment or obligation of A.F.S. under this Agreement; nor shall any such person be personally liable in the event of an A.F.S. Default.

10.12. Disclosure. Within thirty (30) days prior to the execution date of the Agreement by the parties, A.F.S. shall deliver to the City evidence reasonably satisfactory to the Commissioner listing its Board of Trustees, officers and directors and disclosing any real property interests owned or managed by A.F.S. within the corporate limits of the City.

10.13. Survival. All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

10.14. Cumulative Remedies. The remedies of any party granted hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party herein granted unless specifically so waived in writing executed by the party having the right to exercise such remedy.

10.15. No Merger with Deed. The provisions of this Agreement shall not be merged with the Deed.

10.16. Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

10.17. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

**If To The City:** Commissioner  
Department of Planning and Development  
Room 1000, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

**With A Copy To:** Corporation Counsel  
City of Chicago  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

**If To A.F.S.:** A.F.S. Intercultural Programs, Inc.  
313 East 43rd Street  
New York, New York 10017  
Attention: C.P. Brauch, Senior Vice President/  
Chief Financial Officer

**With A Copy To:** Hopkins & Sutter  
Three First National Plaza  
Chicago, Illinois 60602  
Attention: Elvin E. Charity

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

10.18. Approvals. Except as otherwise expressly provided in this Agreement, the Commissioner is authorized to give or provide all approvals or consents of the City required to be given or obtained hereunder and all such consents or approvals shall not be unreasonably withheld or delayed.

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

10.20. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10.21. Recording of the Agreement. At the election of the City, upon execution of the Agreement by the parties, A.F.S. shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois. The cost of such recording shall be deemed a Project Cost.

10.22. Successors and Assigns. The terms of the Agreement shall be binding upon the City, A.F.S., and their respective permitted successors and assigns.

10.23. Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10.24. Counterparts. The Agreement shall be executed in multiple counterparts, each of which shall constitute an original instrument.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,  
a municipal corporation

A.F.S. Intercultural Programs,  
Inc., a New York not-for-profit  
corporation

By: \_\_\_\_\_  
Richard M. Daley,  
Mayor

By: \_\_\_\_\_  
Its: President

Attest: Walter S. Kozubowski,  
City Clerk

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

Approved As To Form And Legality:

\_\_\_\_\_  
Kelly R. Welsh,  
Corporation Counsel

Approved, City of Chicago Department  
of Planning and Development

\_\_\_\_\_  
Valerie Bowman Jarrett,  
Acting Commissioner



State of Illinois )  
                          ) SS.  
County of Cook )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Clerk, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires: \_\_\_\_\_

State of            )  
                          ) SS.  
County of         )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of A.F.S. Intercultural Programs, Inc., a New York not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument, pursuant to authority given by A.F.S.

Intercultural Programs, Inc., as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires: \_\_\_\_\_

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

*(Sub)Exhibit "A"*

*To Redevelopment Agreement Between The City Of Chicago And  
A.F.S. Intercultural Programs, Inc..*

*Legal Description.*

The north quarter and the north 10 feet of the south three-quarters of Lot 1 in Block 58 in the Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*(Sub)Exhibit "B"*

*To Redevelopment Agreement Between The City Of Chicago  
And A.F.S. Intercultural Programs, Inc..*

*Permitted Exceptions.*

1. Party Wall Agreement made by William E. Hale dated February 10, 1890 and recorded March 18, 1890 as document No. 1236125 with Levi Z. Leiter for a party wall on the dividing line between property described as Lot 1 in Assessor's resubdivision of Lots 1 to 5 in Assessor's subdivision of Lots 1 to 5 in Block 58 aforesaid and Lots 2 and 4 in said resubdivision. (Affects the west and south lines of the land.)
2. Encroachment of building located mainly upon the land over the east line a distance of 4.80 feet to 4.84 feet, and encroachment of bays over Washington Street and State Street.
3. Notice by the Commission on Chicago Historical and Architectural Landmarks pursuant to the provisions and procedures of Chapter 21, Sections 21-64.1 and 21-64.2 of the Municipal Code of Chicago dated January 21, 1976 and recorded January 26, 1976 as document No. 23369993 designating as a "Chicago Landmark" the structure known as the "Reliance Building" located at 32 North State Street, Chicago.
4. Terms, provisions, conditions and limitations of the ordinance of the City Council of the City of Chicago, a copy of which was recorded September 15, 1980 as document No. 25583825 finding that on July 7, 1977 a special service area was established pursuant to Illinois Revised Statute, Chapter 120, Section 1301 in and for an area which includes the land designated "Special Service Area Number One" and authorizing the levy of annual taxes on all taxable property within said area for the payment of the cost of furnishing special maintenance services in and for said area.
5. The terms and conditions set forth in that certain Redevelopment Agreement between the City of Chicago and A.F.S. Intercultural Programs, Inc. Pertaining to the Acquisition and Rehabilitation of the Reliance Building dated \_\_\_\_\_, 1991 and recorded on \_\_\_\_\_ as document No. \_\_\_\_\_.

## 6. The Woolworth's Easement.

*(Sub)Exhibit "C"**To Redevelopment Agreement Between The City Of Chicago  
And A.F.S. Intercultural Programs, Inc..**Preliminary Project Budget:*

Item Description	Budget Amount
Consulting Services and Acquisition Costs (Development Advisor included to maximum of \$150,000; A.F.S. legal, accounting and real estate brokerage fees excluded) .....	\$ 3,000,000
Renovation and Tenant Improvements .....	\$10,000,000
Permits, Fees and Contingency .....	\$ 700,000
Total .....	\$14,000,000

*(Sub)Exhibit "D"**To Redevelopment Agreement Between The  
City Of Chicago And A.F.S. Intercultural  
Programs, Inc.**Affirmative Action Plan.*

This Affirmative Action Plan ("Plan") is entered into this \_\_\_\_ day of \_\_\_\_\_, 1991, by and between the City of Chicago, an Illinois

municipal corporation ("City"), and A.F.S. Intercultural Programs, Inc. ("Purchaser").

*Policy Statement.*

The City is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remedy the adverse effects of historically exclusionary practices within society. This policy extends to the procurement of goods and services and the award of construction contracts for publicly-supported facilities. On December 9, 1983, the City Council of the City of Chicago ("City Council") adopted an ordinance requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. On April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority- and female-owned business entities in the City's contracting process. This commitment was renewed on April 25, 1989 with the issuance of Executive Order 89-7. On July 31, 1990, the City Council adopted an ordinance ("Ordinance") amending Chapter 26 of the Municipal Code by adding Sections 26-101 through 26-116 which authorizes the Minority- and Women-Owned Business Enterprises Procurement Program. The Ordinance supersedes Executive Order 89-7.

The Purchaser recognizes the importance of successful affirmative action programs to the continued growth and vitality of the City. Purchaser will establish, implement and maintain a continuing affirmative action program for the Pre-Construction and Construction Components of the Project (as hereinafter defined) by executing the Plan. The Plan will include: 1) a written affirmative action Plan committing to use reasonable good faith efforts to provide maximum opportunity for minorities and females with regard to the Pre-Construction and Construction Components of the Project; 2) assignment of adequate personnel to administer the Plan; 3) establishment of goals for minority and female employment during both the Pre-Construction and Construction Components of the Project; 4) formulation of achievable goals for utilization of women/minority business enterprises in the Pre-Construction and Construction Components of the Project; and 5) implementation of procedures to assure the use of reasonable good faith efforts to achieve program goals, including provision of objective standards to determine how goals are being met.

The purposes of the Plan are to remedy past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City by assisting minority and women businesses to actively participate in the Pre-Construction and Construction Components of the Project, and by providing employment opportunities and to ensure equitable participation in the Pre-Construction and Construction Components of the Project by minority persons, women and residents of the

City. In accordance with the guidelines and goals set forth in the Plan, Purchaser shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the Pre-Construction and Construction Components of the Project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Redevelopment Agreement. The City agrees to assist the Purchaser with the implementation of the Plan as provided herein.

The terms and provisions of the Plan are deemed to comply with the Ordinance. Moreover, the requirements and provisions of the Plan do not establish legal or contractual rights for any person or organization other than the City and the Purchaser and its successors and assigns.

The City recognizes that it is the Purchaser's intent to hire qualified, responsible bidders for the construction of the Project. The City agrees that it is not the purpose or intent of the Plan to impose upon the Purchaser or its contractors the obligation, or require the Purchaser or its contractors to take actions, which significantly affect the cost of the Project or any portion thereof or result in a delay in completion of the Project, and it is further understood that the Purchaser or its contractors (consistent with the obligation to exercise good faith as required by the Plan) shall be entitled to judge the qualifications of M.B.E./W.B.E. (as defined herein below) contractors utilized for the completion of the Project.

### *Section I.*

#### *Definitions.*

Whenever the following words or terms are used in the Plan, unless otherwise defined, they shall have the meaning ascribed to them in this section. Capitalized terms not defined herein shall have the meanings defined in the Redevelopment Agreement.

**Agency:** the City or by its designee initially the Department of Planning and Development of the City, for all areas of administration of the Plan with the exception of certification procedures as provided in Section 3.5 below. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by the Plan.

**City Residents or Residents:** persons domiciled within the City of Chicago.

**Commissioner:** the Commissioner of the Department of Planning and Development.

**Component:** one of the divisions described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will apply.

**Construction Component:** those activities involving, but not limited to, the following:

- (1) Concrete -- reinforced
  - a. Forms and fabrication
  - b. Reinforced steel
  - c. Placement of concrete
  - d. Finish concrete
- (2) Masonry -- bricklayers, granite
- (3) Structural steel
- (4) Metal decking
- (5) Miscellaneous metals
- (6) Ornamental metals
- (7) Carpentry -- rough and finish
- (8) Moisture protection (roofing, etc.)
- (9) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (10) Finish trades (other than tenant improvements)
  - a. Floors
  - b. Walls
  - c. Ceilings
  - d. Lath and plaster
  - e. Partitions

- f. Tile work
  - g. Painting
  - h. Wall coverings
  - i. Carpets
- (11) Vertical transportation
  - (12) Mechanical trades
    - a. Electrical
    - b. Plumbing
    - c. Fire protection
    - d. HVAC
  - (13) Trash hauling and cleanup
  - (14) Field administration
  - (15) Water service
  - (16) Office supplies
  - (17) Security
  - (18) Janitorial
  - (19) Progress photos
  - (20) Printing
  - (21) Maintenance and mechanics
  - (22) Fencing/scaffolding
  - (23) Final cleanup
  - (24) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees; city services;



traditionally reimbursable expenses; tenant improvements; leasing services; construction interest and financing fees; insurance premiums; land and easement acquisition costs.

**Contractor:** any person who has a contract with Purchaser (in which the parties do not stand in the relationship of an employer and an employee), which provides for the performance of work or the provision of supplies and materials in connection with the Project.

**Controlled:** to be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and their proportionate interest in the capital, assets, profits and losses of the business.

**Department:** the Department of Planning and Development of the City.

**"Eligible M.B.E. or W.B.E. Firm":** includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in 3.5 below.

**"Goals":** the targets established in the Plan for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business, contractor, subcontractor, applicant or employee. Failure to meet a goal will alert Purchaser that further actions to comply with the Goals described in the Plan may be necessary, but shall not, by itself, establish that Purchaser has failed to use good faith efforts.

**Local Business:** a business located within the corporate limits of the City, and which has the majority of its regular, full-time work force located within the City.

**Minority:** a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.

**Minority Business Enterprise ("M.B.E."): a business that is owned and controlled by one or more minority persons.**

**Owned:** a business which is: (1) a sole proprietorship legitimately owned by a minority person or woman; (2) a partnership or joint venture in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or women; or (3) a corporation or other entity in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or women.

**Person Or Persons:** any natural person, corporation, partnership, unincorporated association, or joint venture.

**Pre-Construction Component:** all architectural, structural engineering, mechanical engineering, electrical engineering and exterior wall, building systems and other consulting services for the Project.

**Project:** as defined in the Redevelopment Agreement.

**Redevelopment Agreement:** that certain redevelopment agreement between the City and Purchaser dated as of November \_\_\_\_, 1991, to which the Plan is appended.

**Small Business:** a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.

**Subcontractor:** any person who has a subcontract with a Contractor or with a subcontractor of a Contractor for the performance of work or the provision of supplies and materials in connection with the Project.

**Women Business Enterprise ("W.B.E."): a business that is owned and controlled by one or more women.**

## *Section II.*

### *Administration And Monitoring.*

- 2.1 The Purchaser shall be obligated under the Plan to make reasonable good faith efforts to (x) comply with all provisions, and (y) meet all goals set forth herein with respect to the Pre-Construction Component and the Construction Component of the Project. The Agency agrees to act reasonably and not arbitrarily in administering the Plan.
- 2.2 To facilitate and assure that the Goals described in the Plan are met, the Purchaser will assign an affirmative action officer ("A.A. Officer") to assist with the monitoring and implementation of the Plan. The A.A. Officer shall be either a full-time employee of the Purchaser or a third party consultant. Either Purchaser or said consultant will provide adequate staff and support for the A.A. Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by Purchaser with regard to the Project. The A.A. Officer's major focus shall be the

implementation of the Plan, assuring reasonable good faith efforts to meet the Goals described in the Plan, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:

- (a) Monitoring all aspects of the Plan to achieve proper implementation, including all employment and procurement practices of the Purchaser with respect to the Project, and all technical or procedural phases of compliance with the Plan.
- (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
- (c) Compiling and submitting Affirmative Action Reports (as defined below) required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Reviewing and monitoring the Contractor's Affirmative Action Reports, including, if necessary, making periodic on-site inspections to determine the accuracy of reported numbers on minority and female participation and minority, women and Resident employees as reflected in the actual construction workforce; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring Goals.
- (e) Developing affirmative action programs and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of the Purchaser's affirmative action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communication between Purchaser and relevant organizations as necessary.
- (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.

- (g) Counseling and assisting (other than financially) M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Project, including with respect to: (1) submission of bids; (2) securing bonding and insurance; (3) disseminating available information concerning the identity of M.B.E. and W.B.E. firms to majority contractors; and (4) obtaining M.B.E. /W.B.E. certification from the City, as described in Section 3.5 below.
- 2.4 The Agency shall designate an Affirmative Action Coordinator ("A.A. Coordinator") operating under the auspices of the Department. The A.A. Coordinator shall be responsible for the Agency's responsibilities under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving the Purchaser's communications and Affirmative Action Reports (as defined in Section 2.7 below) and transmitting Agency responses and other communications.
- 2.5 The Purchaser shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably required by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by Purchaser on a monthly basis during construction. The A.A. Coordinator shall forward such Reports to the Commissioner. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the implementation of the Plan. If the Agency has any substantial concerns about the adequacy of implementation of the Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within ten (10) days after receipt of the Affirmative Action Reports regarding the results of the review as described in this section and, if necessary, shall contact the A.A. Officer to promptly meet, discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 Purchaser, in cooperation with the Agency, shall develop two different reports (collectively, "Affirmative Action Reports") to be approved by the Agency: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, the identity of participating M.B.E. and W.B.E. firms, including disclosures of the names,

addresses, telephone numbers, and principal contact of said firms, actual numbers and percentages of minority and women employment in the Project, including (except as prohibited by applicable laws) identification of names, addresses, total hours worked and disadvantaged designation, and relevant supporting data; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken by Purchaser to comply with the Plan, further analysis of results and problems, if any, and suggested further steps, if required. The short form report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the comprehensive report on a quarterly basis, throughout the Pre-Construction and Construction Components.

### *Section III.*

#### *Minority And Women Business Enterprises Participation Plan.*

##### 3.1 Introduction.

The following participation Plan and Goals are adopted by Purchaser for participation by M.B.E.s and W.B.E.s in the Project. The Purchaser shall make reasonable good faith efforts to meet the M.B.E. and W.B.E. Goals established herein.

##### 3.2 Methods To Ensure M.B.E. And W.B.E. Participation.

In making reasonable good faith efforts to meet the Goals for M.B.E. and W.B.E. participation, Purchaser may request the assistance of the A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. Purchaser will make the M.B.E. and W.B.E. provisions and Goals set forth in Sections 3.2 and 3.3 of the Plan applicable as appropriate to all Contractors and Subcontractors in Pre-Construction and Construction Components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts released by Purchaser and requiring the inclusion of such provisions and goals in subcontracts entered into by Contractors; and providing that all Subcontractors must report to Purchaser on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

##### 3.2.2 The methods and procedures to achieve the goals set forth herein, which may be evaluated by the Agency to determine whether the

Purchaser has made a reasonable good faith effort to achieve the Goals, shall include the following:

- (a) M.B.E. and W.B.E. participation in the Project.
- (b) Encouragement of joint ventures between prime and M.B.E. and W.B.E. contractors as a bid package.
- (c) Statements in advertisements or invitations to bid indicating Purchaser's intent to encourage M.B.E. and W.B.E. participation in the Project.
- (d) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.s and W.B.E.s in submitting bids by offering Purchaser's consultation.
- (f) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining Certification by the City.
- (g) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
  - (1) Chicago Urban League.
  - (2) Women's Business Development Center.
  - (3) Chicago United.
  - (4) Illinois Department of Commerce and Community Affairs, Small Business Office.
  - (5) Minority Economic Resource Corporation.
  - (6) National Association of Women Business Owners.
  - (7) Alexander Grant & Company, Minority Business Development Center.
  - (8) Association of Asian Construction Enterprises.
  - (9) Black Contractors United.
  - (10) Hispanic-American Construction Industry Association.

- (11) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies.
- (12) National Minority Suppliers Development Council, Inc.
- (13) Chicago Regional Purchasing Council.

3.2.3 If the Commissioner, in consultation with the Purchasing Agent and Contract Compliance Office of the City, determines that it is impossible or economically unreasonable to utilize M.B.E.s and W.B.E.s to perform sufficient work to achieve the Goals stated in subsection 3.3. below, a waiver of all or a portion of the Goals may be granted.

### 3.3 M.B.E. And W.B.E. Participation Components And Goals.

3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre-Construction; and (2) Construction.

3.3.2 The dollar goals for participation by eligible M.B.E.s and W.B.E.s in the Pre-Construction and Construction Components shall be: twenty-five percent (25%) M.B.E. and five percent (5%) for W.B.E. firms of the aggregate costs for such components.

3.3.3 To the extent practicable, the Purchaser shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E., Small Business and Local Business firms.

### 3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.

3.4.1 In the event that less than fifty-one percent (51%) of the joint venture is owned by M.B.E. or W.B.E. partners or owners, the Purchaser shall receive proportionate credit towards meeting the M.B.E. and W.B.E. Goals. For example, a twenty-five percent (25%) minority-owned joint venture that receives a \$100,000 contract would entitle Purchaser to a \$25,000 credit.

3.4.2 When an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, Purchaser shall receive credit only for that portion of the contract

actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Purchaser shall receive credit for, and there shall not be excluded, dollars spent by any eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to the Project from non-M.B.E. or non-W.B.E. firms.

- 3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, Purchaser shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Purchaser shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to the Project from an M.B.E. or W.B.E. firm or Local Business.
- 3.4.4 The Purchaser shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the Plan if Purchaser demonstrates to the Agency that there are not sufficient M.B.E.s and W.B.E.s reasonably or readily available to fulfill the requirements of the Plan. The reasons for which such determination shall be warranted shall include, without limitations, the following:
- (a) Lack of a sufficient supply in the City or from Local Business of certified, responsible M.B.E.s or W.B.E.s (with respect to such characteristics as financial capacity and capability to meet the requirements of the work).
  - (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.s and W.B.E.s in the City, based upon prevailing prices on the open market as determined by Purchaser, provided that in all such cases there shall be submitted by Purchaser to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.s or W.B.E.s or Local Businesses.
  - (c) Failure of available Local Businesses, M.B.E.s or W.B.E.s to submit bids with respect to particular aspects of the Project.
- 3.5 Agency Certification Of Eligibility Of Minority And Women Business Enterprises.
- 3.5.1 The Department of Purchases, Contracts and Supplies of the City ("Department of Purchases") shall develop and maintain a list of certified minority and women business enterprises, and shall be



available to review the qualifications of and certify if appropriate, any firms (identified by Purchaser or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, shall certify each firm's: (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent of the City to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.

3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases with a copy of all materials to the Contract Compliance Officer and the A.A. Coordinator. Upon request, the Department of Purchases shall advise the Purchaser whether a proposed or bidding M.B.E. or W.B.E. firm has been previously certified within fourteen (14) working days by the City and, with respect to other firms, within twenty-one (21) days, that: (a) a firm has been certified as M.B.E. or W.B.E. or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applicant firm within seven (7) days after notification by the Department of Purchases, and a final determination shall be made by the Department relative to certification within sixty (60) days after receipt of such additional information. In all cases the applicant firms and Purchaser will receive at least preliminary certification or denial -- upon which the Purchaser may rely for the purposes of the Project and the Plan -- within sixty (60) days of request for certification, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of the Plan. On request of Purchaser and the applicant firm, the time for submission of additional information and Department of Purchases' determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.

3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Purchaser may seek to cure or correct the defect by whatever remedy is necessary. Purchaser's M.B.E. or W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if: (a) the Contractor's or Subcontractor's status as M.B.E. or W.B.E. was a factor in the awarding of such contract or subcontract, and (b) the status of the Contractor or Subcontractor was misrepresented. In such event, Purchaser shall discharge the disqualified M.B.E. or W.B.E. and, if possible, seek a suitable M.B.E. or W.B.E. as replacement. However, if the City has acted with gross negligence or bad faith in granting any such falsely obtained certification, the City shall promptly reimburse Purchaser for all costs (direct and

indirect), fees and expenses incurred by Purchaser in connection with or arising out of such discharge.

- 3.5.4 Purchaser's minority and women business enterprise contracts shall require that all M.B.E.s and W.B.E.s report within fourteen (14) days to the A.A. Officer, and justify any changes in the ownership and control of the firm that occur during the duration of that contract. Purchaser shall promptly notify the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. or W.B.E. firm.
- 3.5.5 The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.
- 3.5.6 In the event that the City of Chicago has not certified M.B.E./W.B.E. firms participating on this Project, the Agency may accept reciprocal certification for W.B.E. firms holding current membership in the Women's Business Enterprise Initiative Program ("W.B.E.I.") and M.B.E. firms holding current membership in the Chicago Regional Purchasing Council ("C.R.P.C.").

#### *Section IV.*

##### *Minority And Women Employment Plan.*

- 4.1 The following employment plan and Goals are adopted by Purchaser with regard to the employment of minority and women workers in the Construction Component of the Project. During the construction of the Project as provided for in the Redevelopment Agreement, Purchaser shall make reasonable good faith efforts to achieve the minority and women employment Goals set forth hereunder.
- 4.2 The goals for minority and women employment on the Construction Component of the Project during the Construction Component of the Project shall be twenty-five percent (25%) minority and five percent (5%) women employees. Such employees may be employed by Purchaser, Contractor or Subcontractor. In addition, Purchaser shall receive proportionate credit for all employees of Purchaser's who work on the Project on a part-time basis.
- 4.3 Purchaser may submit a written request for a waiver of all or a portion of such Goals to the Commissioner who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment Goals as specified herein.

- 4.4 Purchaser shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment based upon discrimination in any manner which is prohibited by law. These affirmative actions shall include, but not be limited to, the following areas of the Pre-Construction or Construction Components of the Project: employment upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 4.5 Purchaser will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations or advertisements for employees placed by or on behalf of Purchaser in connection with the Pre-Construction and Construction Components of the Project shall state that all qualified applicants will receive consideration for employment without discrimination in any manner which is prohibited by law. Purchaser will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in connection with the Pre-Construction and Construction Components of the Project so that such provisions will be binding upon each Contractor or Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 Purchaser will notify recruitment sources and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Purchaser will contact, or will require Contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's response:
- (a) Department of Planning;
  - (b) Mayor's Office of Employment and Training;
  - (c) Chicago Urban League;
  - (d) Women's Business Development Center.
- 4.8 Purchaser will ensure and maintain a working environment free of harassment, intimidation and coercion at the Project, and in all facilities at which employees are assigned to work, and will specifically inform all foremen, superintendents, and other on-site

supervisory personnel of this affirmative action policy. Subject to applicable union work rules, the Purchaser will use reasonable good faith efforts to ensure that seniority practices, job classification, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities.

4.9 Purchaser will notify all Contractors and use reasonable good faith efforts to require its Contractors to notify all Subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts. In particular, Purchaser will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative action to eliminate the possible discrimination against any employee or applicant for employment based upon race, sex, religion, color, national origin or ancestry, age, handicap, sexual orientation, military status or source of income. These actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women Subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the Contractor shall have a goal of subcontracting twenty-five percent (25%) of the dollar value of the work to M.B.E. enterprises and an additional five percent (5%) to W.B.E. enterprises. The Contractor further agrees that upon the Purchaser's request, it shall prepare in written form and send to Purchaser a minority and women head count for its total work and Subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the Project will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry, age, handicap, sexual orientation, military status or source of income.

- (e) The Contractor agrees to use reasonable good faith efforts to ensure that all of the work is performed by work forces containing a reasonably practicable level of minority and women employees. The Contractor shall report in writing to Purchaser as often as may be required by the Purchaser its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the undertaking of its responsibilities with regard to the Project it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Purchaser as often as may be required by the Purchaser. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to use reasonable good faith efforts to promote minority men and women to higher levels of responsibility in the various areas of work, whenever possible, to ensure continued growth.
- (h) The Contractor agrees to identify and use minority women Subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to Purchaser as often as may be required by Purchaser.
- (i) The Contractor agrees to make and submit to Purchaser manpower utilization reports including the hours worked on the Project by minority and women employees and by Residents as often as may be required by Purchaser.
- (j) Meetings of Purchaser's and Contractor's supervisory and personnel office employees will be conducted as required by Purchaser, at which time this affirmative action policy and its implementation will be reviewed and explained.
- (k) During the contract period, the Contractor will maintain and make available to the Purchaser documentation regarding minority and women business enterprise utilization and affirmative action with regard to employment. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business

enterprises, the extent of minority or women ownership, and actual dollar amount of the contract award.

- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to Purchaser as often as may be required by Purchaser.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work:
  - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this plan and shall deliver copies of such notice to Purchaser.
  - (2) Prior to the commencement of its responsibilities with regard to the Project, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

#### *Section V.*

#### *Dispute Resolution.*

- 5.1 If at any time during the existence of this Plan the Agency believes that the Purchaser is substantially failing to comply with the terms of this Plan, the Agency's A.A. Coordinator shall provide a written report to the Purchaser's A.A. Officer explicitly involving this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.

- 5.2 If the Purchaser disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. Officer shall meet within fifteen (15) days and make every reasonable good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department and the Purchaser shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Purchaser have consulted pursuant to Section 5.2 but have been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this Section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether such proposed steps are required to comply with the Plan. The arbitrators shall only have the authority to direct the Purchaser to undertake specific actions in order to demonstrate reasonable good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning the implementation of this Plan. In lieu of any other remedies, the arbitration shall be conducted in accordance with the Federal Rules of Evidence.
- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Purchaser, one by the Agency and the third selected by agreement of the first two arbitrators. The Purchaser and the Agency shall designate their respective arbitrators within 30 days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within 30 days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

*Section VI.**Enforcement.*

The Purchaser and the City are in agreement as to the importance of this Affirmative Action Plan and that Purchaser shall use its reasonable good faith efforts to achieve the hiring goals set forth herein for the Pre-Construction and Construction Components of the Project. This Plan shall be deemed to be an agreement between the Purchaser and the City and no other person or entity shall be entitled to enforce any of the provisions hereof or have any right hereunder. Actions for the enforcement of this Plan may be brought only under Section V above and no other person or entity shall be construed as, or have the rights of, a third party beneficiary under this Plan.

In Witness Whereof, The parties hereto have executed or caused the Plan to be executed, all as of the date written above.

City of Chicago, an Illinois  
municipal corporation

A.F.S. Intercultural Programs, Inc.,  
a New York not-for-profit  
corporation

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

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

*(Sub)Exhibit "E"*

*To Redevelopment Agreement Between The City Of Chicago  
And A.F.S. Intercultural Programs, Inc.*

*Critical Historic Features.*

- A. The distinctive cream-white terra cotta cladding of the vertical and horizontal members including such ornamentation as found in the clustered colonettes and rows of quatrefoils with rosetta centers which decorate the spandrels;



- B. The Chicago windows, grouped in horizontal bands and modified into projecting bay windows -- two 23 foot 6 inch wide bays on the north and one 26 foot bay on the east -- extending the full height of the building and projecting three feet out over the sidewalk;
- C. The steel framing system which includes unusual provisions for windbracing;
- D. Any features designed by Root that exist on or under the exterior and interior modernization.

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**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL  
CONTRACT AGREEMENTS WITH COUNTY OF COOK FOR  
INSTALLATION OF COMPUTER CABLES AND  
ASSOCIATED ELECTRICAL WORK.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a contract between the City of Chicago and the County of Cook for the installation of computer cables and associated electrical work, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is the electrical work provider for tenants of buildings owned by the City; and

WHEREAS, The County of Cook (the "County") requires the installation of computer cables and various electrical work in court rooms which it leases from the City; 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 Streets and Sanitation is hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into and execute the contract substantially in the form of Exhibits A and B attached hereto and made a part hereof.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

[Exhibits "A" and "B" referred to in this ordinance  
unavailable at time of printing.]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS  
AND LICENSE FEE EXEMPTIONS FOR CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, to which had been referred (October 2, October 23 and November 27, 1991) sundry proposed ordinances transmitted herewith, to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious organizations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

**FREE PERMITS.**

*Loyola University Of Chicago.  
(Water Tower Campus)*

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

**SECTION 1.** That the Commissioner of the Department of Buildings, the Commissioner of the Department of Public Works, the Commissioner of the Department of Streets and Sanitation, the Commissioner of the Department of Water, the Commissioner of the Department of Health, the Commissioner of the Fire Department, the Commissioner of the Department of General Services, the Commissioner of the Department of Planning and the Commissioner of the Department of Zoning are hereby directed to issue any and all necessary permits, of any nature whatsoever, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Loyola University of Chicago, an Illinois not-for-profit corporation, with the mailing address for its Water Tower Campus at 820 North Michigan Avenue, Chicago, Illinois 60611. Such permits should be issued free of charge for demolition, remodeling, electrical installations, water installations, construction, and other similar work, at the following premises:

**Water Tower Campus**

**Lewis Towers, 820 North Michigan Avenue;**

**Marquette Center, 47 East Pearson Street;**

**Siedenburg Hall, 41 East Pearson Street;**

**25 East Pearson Street, (Wabash Avenue, between Chicago Avenue and Pearson Street);**

**10 East Pearson Street;**

**Law School, 1 East Pearson Street;**

**830 North Wabash Avenue;**

**Parking Lot, 832 -- 836 North Wabash Avenue;**

840 North Wabash Avenue.

Said premises 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.

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*Metro Chicago Habitat For Humanity/Pilsen Little Village Habitat.  
(1166 West 19th Place)*

*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 Metro Chicago Habitat for Humanity (Pilsen/Little Village Habitat) 1909 South Ashland Avenue for rehabilitation of existing structure on the premises known as 1166 West 19th Place.

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

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

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*Metro Chicago Habitat For Humanity/Pilsen Little Village Habitat.  
(1649 West 21st Street)*

*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 Metro Chicago Habitat for Humanity (Pilsen/Little Village Habitat) 1909 South Ashland Avenue for rehabilitation of a single dwelling unit on the premises known as 1649 West 21st Street.

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

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

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#### LICENSE FEE EXEMPTIONS.

*Day Care Center.*

*Lincoln Park Cooperative Nursery.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires April 30, 1992:

Lincoln Park Cooperative Nursery  
1753 -- 1755 North Fern Court.

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

*Food Purveyor.*

*Our Lady Of The Resurrection Medical Center.*

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

**SECTION 1.** Pursuant to Section 4-344-1.0 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health and the Department of Buildings, the following institution is hereby exempted from the payment of the food purveyor license fee for the year 1991:

Our Lady of the Resurrection Medical Center  
5645 West Addison Street.

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

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**EXEMPTION OF UNIVERSITY OF CHICAGO FROM PAYMENT  
OF YEAR 1992 CITY LICENSE AND PERMIT FEES  
UNDER NOT-FOR-PROFIT STATUS.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Bloom authorizing the issuance of all necessary permits free of charge for the year 1992 for the University of Chicago, and 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** The University of Chicago, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in educational, medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of school and hospital buildings and other buildings and fuel storage facilities, including student residential buildings connected with the University of Chicago and located in the area bounded by East 50th Street on the north, Lake Michigan on the east, East 61st Street on the south, and South Cottage Grove Avenue on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the University of Chicago for the year 1992.



Said buildings and all appurtenances thereto shall be used exclusively for charitable and educational purposes and the work thereon shall be done in accordance with all the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That the University of Chicago be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1992.

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**AUTHORIZATION TO CANCEL WARRANTS FOR  
COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991

*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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the 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
Evangelical Lutheran Church in America 5765 North East River Road	B1-115978 (Bldg.)	\$ 175.00
Grant Hospital (various locations)	D1-132691 (Sign)	71.00
	D1-132692 (Sign)	22.00
	D1-132693 (Sign)	22.00
	D1-132694 (Sign)	22.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-132695 (Sign)	\$ 22.00
	F4-113710 (Mech. Vent.)	26.00
	P1-104237 (Fuel Burn. Equip.)	39.00
Louis Weiss Memorial Hospital (various locations)	D7-101992 (Sign)	1,200.00
	D7-102035 (Sign)	40.00
Lutheran Social Service 5517 North Kenmore Avenue	P1-104383 (Fuel Burn. Equip.)	97.00
Methodist Hospital of Chicago (various locations)	D7-102164 (Sign)	80.00
	D7-102431 (Sign)	40.00
Our Lady of the Resurrection Medical Center 5645 West Addison Street	P1-104138 (Fuel Burn. Equip.)	39.00
	P1-104267 (Fuel Burn. Equip.)	39.00
The Center for the Rehabilitation and Training of Persons with Disabilities 6610 North Clark Street	A1-707028 (Elev.)	30.00
	A1-803575 (Elev.)	30.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-011850 (Bldg.)	\$ 47.00
	B1-805330 (Bldg.)	34.50
	C2-001300 (Refrig.)	170.00
	P1-001878 (Fuel Burn. Equip.)	39.00

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**AUTHORIZATION FOR INSTALLATION OF ALLEY LIGHT  
AT 3715 WEST DEVON AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an order introduced by Alderman Laurino concerning the installation of an alley light at 3715 West Devon Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to cause the installation of a new alley light to be located behind the house numbered 3715 West Devon Avenue.

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**AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL  
AND NURSING SERVICES RENDERED CERTAIN  
INJURED MEMBERS OF POLICE  
AND FIRE DEPARTMENTS.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

*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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 10660  
through 10672 of this Journal.]

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CITY OF CHICAGO  
CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/11/91

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALLY	POLICE OFFICER	SEVENTH DISTRICT	5/31/91	50.00
ANDERSON	POLICE OFFICER	FIRST DISTRICT	7/02/91	346.50
BASIL	POLICE OFFICER	NINETEENTH DISTRICT	9/30/91	303.50
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	13062.20
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/15/91	1228.90
BLUE	POLICE OFFICER	RECRUIT TRAINING	2/18/91	219.00
BLUE	POLICE OFFICER	RECRUIT TRAINING	2/22/91	1426.00
BRACKD	POLICE OFFICER	FIFTH DISTRICT	9/30/89	18.00
CAFFETTO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/24/91	3324.92
CRAYTON	POLICE OFFICER	FIFTH DISTRICT	4/09/91	546.35
CYRUS	POLICE OFFICER	ELEVENTH DISTRICT	5/05/91	2077.00
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	10/15/87	16.00
DAWSON	POLICE OFFICER	UNKNOWN	10/16/90	910.00
DOBSON	POLICE OFFICER	TENTH DISTRICT	1/07/91	384.50
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	23407.98
DROBA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/21/90	93.00
FEREK-BUDAY	POLICE OFFICER	VICE CONTROL SECTION	5/15/91	709.00
FIRFIR	POLICE OFFICER	TWENTIETH DISTRICT	6/26/91	260.80
FOBARTY	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	2988.00
GALLAGHER	POLICE OFFICER	TWELFTH DISTRICT	2/07/82	1441.75
GARRIDO	POLICE OFFICER	RECRUIT TRAINING	5/21/91	514.50
GLOVER	POLICE OFFICER	EIGHTH DISTRICT	6/10/91	670.40
GONZALEZ	POLICE OFFICER	TWELFTH DISTRICT	5/28/91	818.50
GREEN	POLICE OFFICER	PERSONNEL DIVISION	3/04/88	1242.60
GRIMM	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/20/91	402.10
HAMMERMEISTER	POLICE OFFICER	NINETEENTH DISTRICT	7/05/91	315.50
HANLEY	POLICE OFFICER	SEVENTH DISTRICT	9/01/90	97.00
HARTMANN	POLICE OFFICER	TENTH DISTRICT	6/05/91	103.00
HAYNES	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/91	549.90
HIGGINS	POLICE OFFICER	THIRTEENTH DISTRICT	5/21/91	967.50
HILL	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	8/06/90	1096.00
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	1456.66
KURPIS	POLICE OFFICER	SEVENTH DISTRICT	6/05/91	1914.70
LEBAK	POLICE OFFICER	EIGHTH DISTRICT	4/22/91	679.60
LEBAK	POLICE OFFICER	EIGHTH DISTRICT	4/14/91	56.00
LUCID	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/91	284.80
LYNN	POLICE OFFICER	EIGHTH DISTRICT	7/08/91	3499.00
MALUCHNIK	POLICE OFFICER	RECRUIT TRAINING	3/25/88	75.00
MEDICI	POLICE OFFICER	SIXTH DISTRICT	5/07/91	455.10
MOCKUS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/91	1067.50
MUZUPAPPA	POLICE OFFICER	FIFTEENTH DISTRICT	6/27/91	205.00
PACYGA	POLICE OFFICER	TWELFTH DISTRICT	6/13/91	255.50
RIGGENBACH	POLICE OFFICER	SEVENTH DISTRICT	4/07/91	288.50
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/91	45.00
RODRIGUEZ	POLICE OFFICER	SECOND DISTRICT	5/21/91	1192.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	6/11/91	258.00
ROSEN	POLICE OFFICER	FIFTEENTH DISTRICT	5/21/91	586.00
RUHL	POLICE OFFICER	RECRUIT TRAINING	6/24/91	199.75
SAILER	POLICE OFFICER	ENFORCEMENT SECTION	5/12/91	1812.00

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SCHWARTZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/91	1108.00
SMITH	POLICE OFFICER	ELEVENTH DISTRICT	5/14/91	339.00
STANEK	POLICE OFFICER	FIFTH DISTRICT	6/16/87	323.05
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	8/05/91	480.00
TROTTER	POLICE OFFICER	FIFTH DISTRICT	2/18/88	17.00
WICK	POLICE OFFICER	FIRST DISTRICT	7/14/91	60.00
YARBROUGH	POLICE OFFICER	SIXTH DISTRICT	5/03/91	547.00
ADAMS	FIREFIGHTER	SQUAD 4	8/24/91	250.00
AGUILERA	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	4/03/91	110.00
AHRENS	FIREFIGHTER	UNKNOWN	8/23/91	108.70
ALANIZ	PARAMEDIC	AMBULANCE 34	7/19/91	115.00
ALEX	PARAMEDIC	AMBULANCE 46	3/15/91	65.00
ALTMAN	FIREFIGHTER	TRUCK 36	11/19/90	173.00
ALVARADO	FIREFIGHTER	SQUAD 5	5/19/91	925.50
ANDERSON	FIREFIGHTER	ENGINE COMPANY 91	6/27/91	176.75
ANDERSON	FIREFIGHTER	ENGINE COMPANY 72	6/21/91	281.90
ANDERSON	FIREFIGHTER	TRUCK 10	4/27/91	237.00
ANDERSON	ENGINEER	ENGINE COMPANY 43	8/25/91	19.00
ANDERSON	PARAMEDIC	AMBULANCE 20	3/03/91	120.00
ANSELMINI	FIREFIGHTER	ENGINE COMPANY 106	6/12/90	638.00
ASCENCIO	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	3/02/91	583.20
AVILES	FIREFIGHTER	ENGINE COMPANY 1/42	7/07/91	260.25
BAILEY	FIREFIGHTER	ENGINE COMPANY 68	7/27/91	323.75
BALLE	FIREFIGHTER	TRUCK 5	5/29/91	917.00
BARRON	PARAMEDIC	AMBULANCE 34	5/15/91	369.00
BASILE	LIEUTENANT	DISTRICT RELIEF 1	10/18/90	48.00
BATES	FIREFIGHTER	TRUCK 30	7/06/90	292.00
BELL	CAPTAIN	ENGINE COMPANY 19	8/28/91	1244.00
BENNETT	FIREFIGHTER	TRUCK 51	5/08/75	3604.25
BERNACIAK	FIREFIGHTER	ENGINE COMPANY 5	6/14/91	252.50
BIEL	FIREFIGHTER	TRUCK 5	5/29/91	234.40
BIGOTT	FIREFIGHTER	ENGINE COMPANY 54	5/13/91	383.40
BIXTER	FIREFIGHTER	ENGINE COMPANY 84	4/21/91	84.00
BLACKMORE	PARAMEDIC	AMBULANCE 44	3/16/91	853.91
BLACKMORE	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	11/11/90	273.00
BLACKMON	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/19/91	1249.00
BLITS	FIREFIGHTER	TRUCK 4	6/20/91	2182.00
BOMBENBER	PARAMEDIC	UNKNOWN	4/25/91	175.75
BONNER	LIEUTENANT	ENGINE COMPANY 121	10/27/85	325.50
BOYLE	FIREFIGHTER	ENGINE COMPANY 38	5/15/91	199.00
BRACEY	LIEUTENANT	ENGINE COMPANY 91	8/07/91	150.00
BRADY	FIREFIGHTER	TRUCK 28	7/29/91	1445.50
BREAUX	FIREFIGHTER	TRUCK 22	12/01/90	1629.00
BREBLIN	PARAMEDIC	AMBULANCE 47	4/22/91	187.25
BRESNAHAN	FIREFIGHTER	AMBULANCE 47	4/25/91	71.50
BRIGANDO	FIREFIGHTER	TRUCK 18	7/02/91	240.00
BRODY	FIREFIGHTER	ENGINE COMPANY 8	8/28/91	317.00
	FIREFIGHTER	ENGINE COMPANY 88	5/16/91	5840.50
	FIREFIGHTER	TRUCK 60	6/09/91	261.00



CITY OF CHICAGO  
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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BRUCE PATRICK	FIREFIGHTER	TRUCK 37	9/05/91	2554.00
BRUNSON ULYSSES	FIREFIGHTER	SQUAD 5	6/20/91	447.56
BURENS FRANK	PARAMEDIC	AMBULANCE 35	5/08/91	75.50
BURENS FRANK	PARAMEDIC	AMBULANCE 35	6/28/91	145.00
BURKE DONALD	FIREFIGHTER	ENGINE COMPANY 86	6/03/91	268.75
BURNS FRANCIS	CAPTAIN	UNKNOWN	6/24/91	1135.00
BURNS MICHAEL G	PARAMEDIC	AMBULANCE 19	7/23/91	270.00
BUSH ROBERT M	CAPTAIN	ENGINE COMPANY 116	3/03/91	124.00
BYRNES ROBERT	PARAMEDIC	AMBULANCE 29	4/29/91	135.00
CAHILL DENNIS	FIREFIGHTER	TRUCK 49	6/04/91	149.45
CAHILL JOHN	ENGINEER	ENGINE COMPANY 101	6/21/91	289.00
CALKINS JAMES	FIREFIGHTER	ENGINE COMPANY 125	5/22/91	117.00
CALLAHAN EUGENE J	DISTRICT COMMANDER	EMS DISTRICT 3 HEADQUARTERS & R	7/25/91	41.25
CAMPBELL JOSEPH	FIREFIGHTER	ENGINE COMPANY 43	9/15/89	40.00
CARBOL DOUGLAS JR.	FIREFIGHTER	UNKNOWN	8/30/91	204.75
CARDONA WILMER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/06/91	211.45
CARLSON STEVE	FIREFIGHTER	ENGINE COMPANY 84	7/01/91	119.00
CARROLL WILLIAM	PARAMEDIC	AMBULANCE 7	7/15/91	44.00
CASSELL LAURENCE	CAPTAIN	DISTRICT RELIEF 1	7/01/91	160.00
CAVALETTI MARK	PARAMEDIC	AMBULANCE 15	8/26/91	198.75
CENTRACCHIO MICHAEL	FIREFIGHTER	SQUAD 5	7/11/91	241.60
CHIKEROTTIS STEVEN	LIEUTENANT	DISTRICT RELIEF 2	8/07/91	708.25
CHIMINO DAVID	ENGINEER	DISTRICT RELIEF 1	6/25/91	425.50
CHISESI VINCENT J	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	2/06/91	248.00
CHNELA MICHAEL	FIREFIGHTER	TRUCK 26	5/16/91	1122.00
CHODATE MICHAEL	ENGINEER	DISTRICT RELIEF 3	5/15/91	188.00
CHORNE LOUIS	FIREFIGHTER	TRUCK 19	8/24/91	602.50
CIAPAS VICTOR	PARAMEDIC	AMBULANCE 9	5/18/91	159.24
CIARA MICHAEL	FIREFIGHTER	ENGINE COMPANY 101	7/18/91	259.75
CIBZEK JOHN	FIREFIGHTER	ENGINE COMPANY 112	4/21/91	941.50
CLAFFORD EDWARD	FIREFIGHTER	TRUCK 35	5/29/91	69.25
CLANCY JOHN F	PARAMEDIC	UNKNOWN	6/02/91	248.75
CLARK GILBERT	PARAMEDIC	UNKNOWN	7/10/91	119.00
CLARKE JAMES	ENGINEER	DISTRICT RELIEF 6	1/20/91	107.00
CLEMENS THOMAS	FIREFIGHTER	ENGINE COMPANY 100	7/18/91	315.00
COCHRAN EARLENE	PARAMEDIC	UNKNOWN	7/06/89	55.00
COCO RICHARD	ENGINEER	ENGINE COMPANY 78	9/23/90	20.00
COLLINS JOHN	FIREFIGHTER	SQUAD 1	7/27/91	133.70
COLLINS JOHN	FIREFIGHTER	SQUAD 1	8/23/91	95.00
COLLINS WILLIAM	FIREFIGHTER	TRUCK 35	2/03/91	2480.75
COLON CARLOS	FIREFIGHTER	TRUCK 1	6/16/91	763.00
COLON KRISTIND	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	6/11/91	325.20
COLON PATRICIA	PARAMEDIC	AMBULANCE 39	7/01/91	113.50
COLWELL JAMES	PARAMEDIC	AMBULANCE 29	3/11/91	37.00
CONAWAY GARY C	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	2/14/91	228.75
CONWAY THOMAS	ENGINEER	ENGINE COMPANY 122	5/06/90	132.95
CONWAY-FLOOD PATRICIA	PARAMEDIC	AMBULANCE 16	8/02/91	129.75
COFFOLILLO FRANK	CAPTAIN	TRUCK 7	2/18/91	453.00
CORD ROBERT	PARAMEDIC	UNKNOWN	4/22/91	58.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO  
CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/11/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CORTES	FIREFIGHTER	ENGINE COMPANY 86	7/14/91	322.50
COSTANTINI	PARAMEDIC	TRUCK 52	8/21/91	3253.20
COSTANZA	FIREFIGHTER	ENGINE COMPANY 7	6/22/91	284.00
COYNE	ENGINEER	UNKNOWN	7/24/91	2038.00
CROBIN	CAPTAIN	SQUAD 4	1/12/91	449.00
CRUZ	FIREFIGHTER	ENGINE COMPANY 8	8/11/91	385.00
CRUZ	FIREFIGHTER	ENGINE COMPANY 7	6/25/91	306.50
CULLEN	ENGINEER	EMS DISTRICT & HEADQUARTERS & R	7/13/91	264.32
CUMMENS	PARAMEDIC	AMBULANCE 32	4/28/91	132.50
CUNNINGHAM	CAPTAIN	TRUCK 36	5/16/91	119.55
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	3/04/86	89.00
CZERWIONKA	FIREFIGHTER	TRUCK 19	7/25/91	85.00
DAFFIN	FIREFIGHTER	ENGINE COMPANY 103	9/08/90	36.00
DAVIS	FIREFIGHTER	SQUAD 6	9/13/79	1120.00
DECKER	FIREFIGHTER	TRUCK 21	9/07/91	164.50
DIETZ	PARAMEDIC	AMBULANCE 46	4/24/91	132.50
DIISTEFANO	FIREFIGHTER	TRUCK 25	8/09/91	192.75
DOHERTY	FIREFIGHTER	ENGINE COMPANY 8	7/01/91	170.30
DORRCH	POLICE OFFICER	UNKNOWN	1/14/91	350.00
DORY	PARAMEDIC	AMBULANCE 16	10/17/90	651.00
DOWDALL	LIEUTENANT	ENGINE COMPANY 95	5/29/91	423.00
DOWLING	PARAMEDIC	AMBULANCE 10	8/16/91	339.00
DUKE	FIREFIGHTER	ENGINE COMPANY 43	5/23/91	211.60
DUNNE	FIREFIGHTER	UNKNOWN	8/26/91	151.50
DZIEDZIC	FIREFIGHTER	ENGINE COMPANY 107	6/02/91	339.00
EARL	CAPTAIN	ENGINE COMPANY 38	6/09/91	372.50
EDWARDS	FIREFIGHTER	ENGINE COMPANY 76	12/10/90	941.00
EDWARDS	FIREFIGHTER	TRUCK 10	7/14/88	120.00
EDWARDS	POLICE OFFICER	SQUAD 2	8/14/91	571.00
EDWARDS	FIREFIGHTER	ENGINE COMPANY 26	1/20/91	1885.30
EDWARDS	FIREFIGHTER	TRUCK 8	5/11/91	158.10
ESTES	FIREFIGHTER	ENGINE COMPANY 95	5/29/91	423.00
FENNER	FIREFIGHTER	TRUCK 42	7/11/91	166.25
FEREK	FIREFIGHTER	ENGINE COMPANY 93	7/05/91	338.80
FERNANDEZ	FIREFIGHTER	ENGINE COMPANY 98	4/28/91	260.00
FERNANDEZ	FIREFIGHTER	ENGINE COMPANY 32	5/02/90	55.00
FERRO	FIREFIGHTER	TRUCK 32	10/01/90	150.00
FERRO	FIREFIGHTER	ENGINE COMPANY 28	5/09/91	215.50
FERRO	FIREFIGHTER	ENGINE COMPANY 88	8/14/91	510.50
FIORITO	FIREFIGHTER	ENGINE COMPANY 76	4/12/91	371.00
FISCHL	CAPTAIN	TRUCK 40	6/27/90	12928.45
FITZGERALD	CAPTAIN	TRUCK 33	5/24/91	177.00
FITZMAURICE	PARAMEDIC	AMBULANCE 26	2/23/91	169.05
FITZPATRICK	FIREFIGHTER	TRUCK 4	1/23/91	1005.00
FITZPATRICK	PARAMEDIC	DISTRICT RELIEF 2	4/19/91	80.80
FLANN	LIEUTENANT	TRUCK 48	10/31/90	100.88
FLYNN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	2/07/89	89.50
FLYNN	FIREFIGHTER	ENGINE COMPANY 50	4/26/91	325.00
FORGOS	FIREFIGHTER	TRUCK 21	8/11/91	70.00

CITY OF CHICAGO  
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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
FORNEY	PARAMEDIC	AMBULANCE 8	6/19/91	89.00
FOSTER	FIREFIGHTER	ENGINE COMPANY 93	8/02/91	261.00
FOX	FIREFIGHTER	TRUCK 15	5/01/91	154.50
FOX	FIREFIGHTER	TRUCK 15	6/28/91	311.00
FRAZIER	FIREFIGHTER	ENGINE COMPANY 129	6/07/91	225.15
FRIEDMAN	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/06/91	234.25
FULLER	PARAMEDIC	UNKNOWN	7/14/91	158.00
FURLONG	ENGINEER	ENGINE COMPANY 22	5/14/91	300.00
GALLAGHER	LIEUTENANT	DISTRICT RELIEF 5	7/10/91	58.00
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 50	10/26/88	177.00
GALLAGHER	FIREFIGHTER	SQUAD 2	3/05/91	60.00
GALLET	FIREFIGHTER	ENGINE COMPANY 63	3/07/91	24.00
GAMBERDELLA	PARAMEDIC	AMBULANCE 7	4/15/91	116.50
GANBEL	ENGINEER	SNORKEL SQUAD 3	8/27/91	75.00
GARDNER	PARAMEDIC	AMBULANCE 42	3/19/91	40.00
GARITTI	PARAMEDIC	AMBULANCE 4	6/16/90	70.00
GARITTI	FIREFIGHTER	SQUAD 2	5/29/91	354.25
GARITTI	FIREFIGHTER	SQUAD 2	8/14/91	303.50
GARR	FIREFIGHTER	TRUCK 7	8/27/90	406.00
GARRITY	CAPTAIN	ENGINE COMPANY 14	5/10/91	310.25
GAYDA	FIREFIGHTER	SQUAD 3	4/11/91	90.75
GIBBONS	FIREFIGHTER	TRUCK 32	2/27/91	143.00
GILBERTSEN	LIEUTENANT	TRUCK 51	10/01/89	5620.00
GILBRIDE	PARAMEDIC	UNKNOWN	5/19/91	498.00
GILLEN	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/04/90	50.00
GOBAC	FIREFIGHTER	TRUCK 17	6/28/91	179.38
GOBAC	FIREFIGHTER	ENGINE COMPANY 162	7/02/91	292.00
GONZALES	FIREFIGHTER	TRUCK 30	8/07/91	102.00
GONZALEZ	FIREFIGHTER	UNKNOWN	4/23/91	539.65
GREEN	FIREFIGHTER	ENGINE COMPANY 93	7/07/91	158.00
GREER	FIREFIGHTER	TRUCK 5	12/21/90	154.00
GRIFFIN	FIREFIGHTER	TRUCK 5	5/29/91	140.00
GRINING	LIEUTENANT	ENGINE COMPANY 106	5/23/91	1537.00
GUST	FIREFIGHTER	ENGINE COMPANY 92	5/26/91	174.00
GUTIERREZ	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	9/14/91	223.00
HAIN	FIREFIGHTER	AMBULANCE 38	8/05/90	70.00
HANSEN	FIREFIGHTER	ENGINE COMPANY 56	12/26/86	1837.00
HARPER	FIREFIGHTER	ENGINE COMPANY 125	4/14/91	257.06
HARRINGTON	FIREFIGHTER	TRUCK 8	2/26/91	253.00
HARRISON	ENGINEER	EMS DISTRICT 4 HEADQUARTERS &	7/25/91	3787.40
HARVEY	FIREFIGHTER	ENGINE COMPANY 14	3/17/91	55.00
HAYNES	PARAMEDIC	AMBULANCE 27	8/05/91	1513.00
HEALY	FIREFIGHTER	TRUCK 29	5/24/91	354.00
HEETER	FIREFIGHTER	TRUCK 7	2/18/91	497.00
HEETER	FIREFIGHTER	SQUAD 5	5/19/91	318.50
HEIERLING	FIREFIGHTER	ENGINE COMPANY 54	7/18/91	248.00
HEINZ	PARAMEDIC	ENGINE COMPANY 54	8/07/91	277.85
HEINZ	FIREFIGHTER	EMS CITY WIDE RELIEF	11/22/80	40.00
HEINZ	FIREFIGHTER	ENGINE COMPANY 83	6/13/91	180.10

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HELGESON	FIREFIGHTER	TRUCK 14	5/18/91	327.40
HENEHAN	ENGINEER	UNKNOWN	9/07/91	385.00
HENRY	FIREFIGHTER	ENGINE COMPANY 8	7/01/91	170.30
HENRY	CAPTAIN	UNKNOWN	4/23/91	563.65
HERMAN	LIEUTENANT	ENGINE COMPANY 49	6/06/89	1000.00
HERRERA	FIREFIGHTER	TRUCK 32	8/10/91	311.00
HERRING	FIREFIGHTER	TRUCK 11	4/17/91	248.00
HILL	FIREFIGHTER	ENGINE COMPANY 122	7/17/91	994.20
HOEFLING	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/03/91	84.00
HOEH	PARAMEDIC	UNKNOWN	5/05/91	312.50
HOFLANDER	FIREFIGHTER	ENGINE COMPANY 80	6/04/90	294.00
HOHENSTEIN	LIEUTENANT	FIRE PREVENTION	1/09/91	257.00
HOHENSTEIN	LIEUTENANT	FIRE PREVENTION	2/13/91	124.00
HOLLAND	LIEUTENANT	SQUAD 2	8/14/90	1244.00
HORAN	FIREFIGHTER	ENGINE COMPANY 124	5/29/91	270.50
HORKAVY	LIEUTENANT	ENGINE COMPANY 113	10/10/89	650.00
HOWARD	ENGINEER	ENGINE COMPANY 120	7/07/90	18.00
HUBER	PARAMEDIC	AMBULANCE 15	8/18/91	387.20
HUELS-DUBIEL	PARAMEDIC	AMBULANCE 19	3/11/91	75.50
HULL	CAPTAIN	UNKNOWN	4/23/91	771.65
HUMPHREY	FIREFIGHTER	ENGINE COMPANY 28	7/06/91	411.00
JACKSON	FIREFIGHTER	UNKNOWN	3/03/91	339.72
JACKSON	FIREFIGHTER	ENGINE COMPANY 124	5/09/91	341.00
JACKSON	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	4/30/91	85.40
JACKSON	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	3/25/90	50.00
JACKSON	FIREFIGHTER	ENGINE COMPANY 93	7/30/91	145.50
JACKSON	PARAMEDIC	UNKNOWN	3/05/91	201.00
JACKSON	FIREFIGHTER	UNKNOWN	3/03/91	101.00
JASLOWSKI	FIREFIGHTER	TRUCK 48	9/17/90	2407.75
JAUCH	FIREFIGHTER	SNORKEL SQUAD 3	1/16/90	980.00
JEDRZEJAK	FIREFIGHTER	TRUCK 45	1/16/90	924.16
JOHNSON	FIREFIGHTER	ENGINE COMPANY 122	7/31/91	164.00
JOHNSON	FIREFIGHTER	EMS DISTRICT 4 HEADQUARTERS &	6/02/90	570.56
JOHNSON	CAPTAIN	TRUCK 34	7/05/91	1682.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 107	6/22/91	237.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 93	3/27/91	250.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 19	5/12/91	877.50
JORGENSEN	ENGINEER	UNKNOWN	9/12/91	386.00
JOYCE	FIREFIGHTER	ENGINE COMPANY 54	3/16/90	269.00
JUREK	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/11/91	116.00
JUREWICZ	FIREFIGHTER	TRUCK 44	6/05/91	375.65
KACZKA	ENGINEER	DISTRICT RELIEF 6	8/22/91	184.00
KATZ	PARAMEDIC	AMBULANCE 19	12/30/90	158.00
KAY	ENGINEER	DISTRICT RELIEF 2	9/08/91	117.00
KECBEQ	LIEUTENANT	ENGINE COMPANY 125	5/22/91	50.00
KEHDE	PARAMEDIC	DISTRICT RELIEF 1	2/07/90	1762.46
KELLER	ENGINEER	TRUCK 29	5/26/91	80.00
KENDA	FIREFIGHTER	ENGINE COMPANY 97	7/12/91	216.00
KENNEY-PEREZ	PARAMEDIC	AMBULANCE 23	5/26/91	1515.25
KESSELL	POLICE OFFICER	UNKNOWN	12/28/89	

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 12/11/91  
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KESELL	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/06/88	452.00
KIEL	FIREFIGHTER	ENGINE COMPANY 30	11/21/90	1465.00
KIELMINSKI	FIREFIGHTER	ENGINE COMPANY 23	6/26/91	171.50
KING	FIREFIGHTER	TRUCK 54	6/01/91	218.50
KINGNORTH	FIREFIGHTER	TRUCK 12	4/15/91	90.00
KINBELLA	FIREFIGHTER	ENGINE COMPANY 54	6/04/91	290.00
KISH	FIREFIGHTER	ENGINE COMPANY 107	9/07/91	225.50
KOCH	PARAMEDIC	AMBULANCE 33	12/23/89	307.40
KOGUT	PARAMEDIC	AMBULANCE 10	5/18/91	133.20
KOWALSKI	FIREFIGHTER	TRUCK 16	2/19/90	58.00
KOZLOWSKI	FIREFIGHTER	ENGINE COMPANY 126	5/17/90	100.00
KRAHN	FIREFIGHTER	ENGINE COMPANY 46	7/09/91	166.66
KRAJECKI	LIEUTENANT	AMBULANCE 14	11/15/84	100.00
KRABECK	PARAMEDIC	SQUAD 1	11/03/90	35.00
KRABECK	FIREFIGHTER	SQUAD 1	6/13/91	207.00
KRABECK	FIREFIGHTER	SQUAD 1	7/19/91	332.00
KRAVITZ	PARAMEDIC	AMBULANCE 35	2/23/91	40.00
KRICHIVER	PARAMEDIC	AMBULANCE 42	3/20/91	344.70
KRIZ	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	5/25/91	395.00
KUMIEGA-MARSHALL	PARAMEDIC	DISTRICT RELIEF 2	2/21/90	50.00
LABONTE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/08/91	290.00
LAHEY	CAPTAIN	ENGINE COMPANY 30	11/15/89	55.00
LANDERS	PARAMEDIC	UNKNOWN	8/04/91	203.00
LANHAM	FIREFIGHTER	TRUCK 21	3/16/91	100.00
LAMORE	FIREFIGHTER	UNKNOWN	7/20/90	292.00
LAMORE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/02/91	132.00
LATIKER	FIREFIGHTER	UNKNOWN	9/08/91	136.50
LEAHY	LIEUTENANT	TRUCK 7	3/21/91	3304.00
LEIGH	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	7/30/90	195.00
LELAND	FIREFIGHTER	ENGINE COMPANY 116	5/03/91	2019.50
LEONARD	FIREFIGHTER	TRUCK 20	5/24/90	21.00
LESCH	FIREFIGHTER	TRUCK 32	7/29/91	115.00
LESHER	FIREFIGHTER	ENGINE COMPANY 102	4/22/91	267.75
LEWIS	FIREFIGHTER	TRUCK 42	10/08/90	424.00
LEWIS	FIREFIGHTER	AMBULANCE 20	1/28/91	2568.50
LOGAN	PARAMEDIC	AMBULANCE 23	1/24/91	77.00
LOMAX	FIREFIGHTER	ENGINE COMPANY 98	5/09/91	642.25
LOONEY	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	1170.50
LOONEY	LIEUTENANT	ENGINE COMPANY 95	5/29/91	423.00
LOPER	FIREFIGHTER	TRUCK 35	12/10/90	941.00
LOPEZ	PARAMEDIC	UNKNOWN	6/09/91	277.50
LORENZ	FIREFIGHTER	ENGINE COMPANY 68	4/18/91	287.50
LUCAS	BATTALION CHIEF	TRUCK 56	5/16/91	376.50
LUKACS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	2/19/91	16.00
LUKACS	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/31/91	739.00
LUNZ	PARAMEDIC	AMBULANCE 18	5/03/91	237.00
LUFO	FIREFIGHTER	TRUCK 44	2/12/91	110.00
LYMAN	FIREFIGHTER	SQUAD 5	7/11/91	282.40
MAHONEY	CAPTAIN	ENGINE COMPANY 5	5/23/91	440.00

CITY OF CHICAGO

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MAHONEY	ENGINEER	ENGINE COMPANY 63	5/01/90	62.00
MALANDRUCCOLO	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	3/07/91	243.00
MARINOS	PARAMEDIC	DISTRICT RELIEF 1	6/04/91	159.50
MARK	FIREFIGHTER	ENGINE COMPANY 54	8/24/91	2934.25
MARO	FIREFIGHTER	UNKNOWN	3/19/91	478.00
MARTIN	FIREFIGHTER	TRUCK 7	5/31/91	233.00
MARTIN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/18/91	337.00
MARTIN	LIEUTENANT	TRUCK 2	4/02/91	30.00
MATKOVICH	LIEUTENANT	ENGINE COMPANY 99	10/12/90	30.00
MAYER	FIREFIGHTER	SQUAD 1	3/23/91	65.00
MAYFIELD	FIREFIGHTER	ENGINE COMPANY 122	8/25/91	472.00
MCCANN	LIEUTENANT	UNKNOWN	1/08/90	404.23
MCCANN	FIREFIGHTER	TRUCK 32	3/28/90	25.00
MCCLORY	FIREFIGHTER	TRUCK 32	4/19/91	110.00
MCCLORY	CAPTAIN	TRUCK 16	8/18/91	256.50
MCCLONG	LIEUTENANT	ENGINE COMPANY 32	11/25/90	501.19
MCCOLGIN	FIREFIGHTER	ENGINE COMPANY 22	12/18/90	5454.25
MCCORMACK	FIREFIGHTER	ENGINE COMPANY 60	3/20/90	40.00
MCCORMICK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/24/91	70.00
MCCORMICK	LIEUTENANT	ENGINE COMPANY 84	8/14/91	50.00
MCCOY	FIREFIGHTER	ENGINE COMPANY 70	8/16/91	1583.15
MCCRURIE-ZOUBEK	PARAMEDIC	AMBULANCE 41	4/03/91	601.50
MCDONAUGH	CAPTAIN	UNKNOWN	1/30/91	2943.48
MCBARRY	FIREFIGHTER	TRUCK 48	5/24/91	454.00
MCGINNNESS	PARAMEDIC	AMBULANCE 21	8/05/91	98.00
MCGUIRE	LIEUTENANT	TRUCK 19	9/09/91	108.00
MCGUIRE	FIREFIGHTER	ENGINE COMPANY 30	6/23/91	1161.00
MCGUIRE	FIREFIGHTER	ENGINE COMPANY 124	6/01/91	331.70
MCGURRY	FIREFIGHTER	UNKNOWN	4/03/91	157.75
MCKEE	LIEUTENANT	SQUAD 1	11/03/90	1720.00
MCKEE	LIEUTENANT	SQUAD 1	7/04/91	230.50
MCKINNIS	PARAMEDIC	AMBULANCE 14	4/09/91	253.00
MCLAUGHLIN	FIREFIGHTER	TRUCK 20	8/27/91	218.45
MCLIN	FIREFIGHTER	ENGINE COMPANY 73	5/13/91	207.00
MCNALLY	CAPTAIN	ENGINE COMPANY 70	8/06/91	551.50
MCMARA	LIEUTENANT	SQUAD 3	2/19/88	84.00
MCSHANE	FIREFIGHTER	SQUAD 5	7/11/91	282.40
MEDINA	PARAMEDIC	ENGINE COMPANY 95	4/17/91	141.00
MEE	LIEUTENANT	UNKNOWN	11/08/88	45.00
MEHALEK	ENGINEER	ENGINE COMPANY 54	8/08/90	200.00
MELLON	FIREFIGHTER	SQUAD 5	12/04/90	2450.00
MELNYCZUK	FIREFIGHTER	SQUAD 5	7/11/91	282.40
MEYER	ENGINEER	ENGINE COMPANY 10	7/18/91	1299.90
MEYER	FIREFIGHTER	SQUAD 2	8/06/91	120.00
MICHALOWICZ	LIEUTENANT	ENGINE COMPANY 38	9/07/91	702.00
MICHON	FIREFIGHTER	TRUCK 14	7/09/91	183.38
MIENTUS	FIREFIGHTER	ENGINE COMPANY 18	8/04/91	437.25
MIENTUS	FIREFIGHTER	ENGINE COMPANY 23	7/28/91	173.60
MIENTUS	FIREFIGHTER	ENGINE COMPANY 23	8/28/91	355.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MIKESH	FIREFIGHTER	ENGINE COMPANY 44	6/08/91	200.00
MILLER	PARAMEDIC	AMBULANCE 3	9/05/91	315.50
MILLER	ENGINEER	ENGINE COMPANY 28	7/05/91	830.00
MILLS	FIREFIGHTER	ENGINE COMPANY 18	4/04/91	28.00
MILTON	FIREFIGHTER	TRUCK 19	4/22/91	159.20
MINTLE	FIREFIGHTER	TRUCK 8	4/20/91	544.45
MINTLE	FIREFIGHTER	TRUCK 8	5/29/91	325.00
MONSDUR	FIREFIGHTER	ENGINE COMPANY 14	7/28/91	472.20
MONTANEZ	FIREFIGHTER	ENGINE COMPANY 83	7/13/91	243.70
MONTANEZ	FIREFIGHTER	ENGINE COMPANY 83	9/03/91	371.55
MORA	PARAMEDIC	AMBULANCE 35	6/16/90	75.00
MORAN	CAPTAIN	ENGINE COMPANY 18	8/01/91	246.13
MORAN	FIREFIGHTER	UNKNOWN	5/20/91	191.50
MORANO	FIREFIGHTER	ENGINE COMPANY 110	7/11/91	229.00
MORGAN	CAPTAIN	ENGINE COMPANY 72	7/09/91	223.27
MORGAN	CAPTAIN	ENGINE COMPANY 72	8/29/91	865.06
MOSE	FIREFIGHTER	ENGINE COMPANY 108	4/18/91	335.55
MUHAMMAD	PARAMEDIC	AMBULANCE 45	6/25/91	1315.00
MULROE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/08/90	95.00
MURPHY	PARAMEDIC	AMBULANCE 38	5/27/91	363.00
MURPHY	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	9/08/91	211.00
MURPHY	LIEUTENANT	DISTRICT RELIEF 3	9/07/90	124.00
MURPHY	FIREFIGHTER	BATTALION 16	4/29/91	5000.30
MURRAY	PARAMEDIC	UNKNOWN	8/31/91	155.25
MURRAY	PARAMEDIC	UNKNOWN	6/24/91	93.30
MUSIL	PARAMEDIC	DISTRICT RELIEF 2	4/19/91	158.00
NANCE--HOLT	FIREFIGHTER	ENGINE COMPANY 28	5/19/91	310.50
NEGOSKI	ENGINEER	ENGINE COMPANY 28	8/18/91	498.00
NEIDENBACH	FIREFIGHTER	SQUAD 2	6/21/91	489.25
NICHOLS	FIREFIGHTER	ENGINE COMPANY 103	1/06/91	417.27
NINCEVICH	FIREFIGHTER	ENGINE COMPANY 103	8/19/91	526.00
NORWOOD	ENGINEER	ENGINE COMPANY 95	8/07/90	40.00
ORBYLE	FIREFIGHTER	ENGINE COMPANY 70	8/16/91	146.57
ORRIEN	FIREFIGHTER	TRUCK 19	5/22/91	117.00
ORRIEN	FIREFIGHTER	TRUCK 19	3/05/91	23.25
ORRIEN	ENGINEER	TRUCK 19	6/27/91	175.20
OCONNELL	LIEUTENANT	ENGINE COMPANY 117	11/25/90	352.00
ODONNELL	CAPTAIN	TRUCK 29	2/07/86	99.00
ODONNELL	FIREFIGHTER	TRUCK 29	3/30/91	5250.50
ODONNELL	LIEUTENANT	SQUAD 1	2/10/91	55.00
ODONNELL	FIREFIGHTER	DISTRICT RELIEF 5	6/28/91	287.90
ODONNELL	FIREFIGHTER	SQUAD 2	1/24/91	1315.00
ODONNELL	FIREFIGHTER	ENGINE COMPANY 125	5/22/91	117.00
ODEN	PARAMEDIC	UNKNOWN	4/09/91	89.00
OHARA--EMHART	FIREFIGHTER	ENGINE COMPANY 122	4/27/91	449.00
OLIVER	PARAMEDIC	AMBULANCE 31	5/22/89	290.00
OMALLEY	ENGINEER	ENGINE COMPANY 125	5/22/91	117.00
ORTEGA	CAPTAIN	FIRE PREVENTION	6/25/91	229.00
ORTIZ	FIREFIGHTER	ENGINE COMPANY 76	6/28/91	495.50

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/11/91

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ORTIZ	FIREFIGHTER	ENGINE COMPANY 76	8/04/91	295.75
OSSLER	FIREFIGHTER	UNKNOWN	8/28/91	1562.00
OTOOLE	FIREFIGHTER	SQUAD 1	8/23/91	504.00
OWCARZ	ENGINEER	FIRE SUPPRESSION & RESCUE DEPU	12/10/90	630.00
OWSIANIAK	FIREFIGHTER	TRUCK 15	5/13/91	327.50
OWSIANIAK	FIREFIGHTER	TRUCK 15	7/18/91	191.50
PAGAN	FIREFIGHTER	ENGINE COMPANY 35	7/25/91	181.00
PALOMO	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/10/91	140.00
PAOLINI	PARAMEDIC	AMBULANCE 10	3/07/91	30.00
PAOLINI	PARAMEDIC	AMBULANCE 10	7/24/91	111.60
PARA	LIEUTENANT	ENGINE COMPANY 54	6/04/91	390.00
PAULINO	FIREFIGHTER	UNKNOWN	1/31/91	90.00
PAULINO	CAPTAIN	ENGINE COMPANY 35	8/21/91	567.00
PAULIK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	3/05/91	227.00
PAVLOVIC	FIREFIGHTER	TRUCK 15	5/05/91	276.00
PENROD	FIREFIGHTER	ENGINE COMPANY 127	5/17/91	3643.25
PETERSON	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	5/07/91	60.00
PHALIN	PARAMEDIC	AMBULANCE 4B	4/06/91	2149.00
PIIRONEN	LIEUTENANT	UNKNOWN	1/27/91	1718.80
PINKSTON	FIREFIGHTER	TRUCK 49	6/28/91	287.00
PIWINSKI	FIREFIGHTER	SQUAD 2	8/21/91	173.20
PIWINSKI	PARAMEDIC	AMBULANCE 4B	12/06/90	412.00
PLUTA	PARAMEDIC	AMBULANCE 35	9/04/89	28.00
PONTECORE	LIEUTENANT	TRUCK 32	1/14/90	30.00
PONTI	FIREFIGHTER	ENGINE COMPANY 57	8/14/91	239.50
POPP	FIREFIGHTER	ENGINE COMPANY 61	6/11/91	145.00
PORTER	FIREFIGHTER	TRUCK 36	12/31/90	783.00
POWELL	FIREFIGHTER	ENGINE COMPANY 73	8/18/91	145.00
POWER	FIREFIGHTER	TRUCK 35	4/12/91	371.00
POWER	FIREFIGHTER	ENGINE COMPANY 76	12/10/90	630.00
PRATT	FIREFIGHTER	ENGINE COMPANY 57	2/10/91	1322.00
PRAZUCH	FIREFIGHTER	ENGINE COMPANY 106	5/22/91	483.25
PRETZEL	ENGINEER	ENGINE COMPANY 94	10/10/90	121.00
PRETZEL	ENGINEER	ENGINE COMPANY 94	6/10/91	95.25
PRICE	FIREFIGHTER	TRUCK 44	8/27/91	40.00
PROMASKA	FIREFIGHTER	SQUAD 4	2/27/91	372.75
PRZISLICKI	FIREFIGHTER	ENGINE COMPANY 8	8/28/91	160.00
PURL	FIREFIGHTER	SQUAD 1	1/27/91	120.00
RADDAZ	FIREFIGHTER	TRUCK 2	7/15/91	340.00
RANEY	PARAMEDIC	AMBULANCE 13	5/06/91	240.39
RAGO	ENGINEER	DISTRICT RELIEF 1	3/29/91	153.00
REARDON	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	250.00
REID	FIREFIGHTER	ENGINE COMPANY 54	6/04/91	390.00
REIDA	FIREFIGHTER	SQUAD 1	7/17/91	175.00
RENTAS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/30/91	128.00
REPEL	FIREFIGHTER	ENGINE COMPANY 127	6/08/91	103.50
RHOADES	PARAMEDIC	DISTRICT RELIEF 1	1/03/90	100.00
RICARDO	FIREFIGHTER	TRUCK 1	4/23/90	103.00
RICHARDS	FIREFIGHTER	ENGINE COMPANY 112	4/22/91	156.00



CITY OF CHICAGO

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
RICHARDS	FIREFIGHTER	TRUCK 13	8/08/91	1201.25
RICHARDS	FIREFIGHTER	ENGINE COMPANY 106	5/07/91	178.00
RICHTER	FIREFIGHTER	UNKNOWN	8/25/91	206.90
RICKERT	FIREFIGHTER	ENGINE COMPANY 54	2/02/91	18.00
RIGGLE	FIREFIGHTER	ENGINE COMPANY 79	6/19/91	607.00
RIVERA	FIREFIGHTER	TRUCK 26	4/03/91	362.34
RODAK	LIEUTENANT	ENGINE COMPANY 61	3/31/91	94.00
RODRIGUEZ	FIREFIGHTER	TRUCK 19	3/25/91	90.00
ROBERS	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	242.00
ROLLINS	FIREFIGHTER	ENGINE COMPANY 129	5/12/91	416.90
ROSA	PARAMEDIC	AMBULANCE 47	4/25/91	71.50
ROSA	PARAMEDIC	AMBULANCE 47	6/24/91	133.25
ROSING	FIREFIGHTER	ENGINE COMPANY 102	8/18/91	316.25
RUANE	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	3/01/91	50.00
RUGGIERO	FIREFIGHTER	TRUCK 4	8/03/91	172.30
RUSSELL	FIREFIGHTER	ENGINE COMPANY 110	4/14/91	55.75
RUTKA	FIREFIGHTER	UNKNOWN	7/25/89	810.00
RYBACK	FIREFIGHTER	ENGINE COMPANY 8	7/01/91	170.30
SAMAT	FIREFIGHTER	ENGINE COMPANY 119	5/16/91	384.15
SAMPEY	BATTALION CHIEF	TRUCK 36	7/05/91	25.00
SANDERS	ENGINEER	DISTRICT RELIEF 3	5/19/91	789.24
SANDRIK	FIREFIGHTER	TRUCK 20	7/17/91	177.00
SANGARNA	PARAMEDIC	AMBULANCE 35	7/21/91	160.00
SARGAGE	FIREFIGHTER	ENGINE COMPANY 29	4/17/91	289.30
SARNAVACK	FIREFIGHTER	ENGINE COMPANY 54	8/24/91	402.35
SCHLECHT	LIEUTENANT	TRUCK 21	8/30/91	175.50
SCHMIDT	FIREFIGHTER	TRUCK 50	11/01/90	2844.00
SCHNATTERBECK	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	5/12/91	419.08
SCHULZ	FIREFIGHTER	AMBULANCE 33	5/15/91	165.50
SEBASTIAN	FIREFIGHTER	AMBULANCE 35	12/10/90	941.00
SHADDEN	FIREFIGHTER	ENGINE COMPANY 22	5/28/91	824.00
SHADDEN	FIREFIGHTER	ENGINE COMPANY 22	5/04/91	130.00
SHEA	ENGINEER	ENGINE COMPANY 98	5/28/91	322.00
SHMERL	FIREFIGHTER	BATTALION 11	7/28/91	211.75
SHUKSTOR	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	303.00
SILVA	FIREFIGHTER	SQUAD 1	8/30/91	196.95
SINGLETON	LIEUTENANT	DISTRICT RELIEF 1	5/29/91	473.00
SINOPOLI	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	5/03/91	260.50
SMITH	FIREFIGHTER	TRUCK 36	8/02/91	145.00
SMITH	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	9/12/91	233.32
SMITH	FIREFIGHTER	ENGINE COMPANY 54	6/04/91	290.00
SMITH	CAPTAIN	ENGINE COMPANY 7	7/09/91	307.00
SOBECK	PARAMEDIC	AMBULANCE 20	11/27/90	3179.50
SOBEK	FIREFIGHTER	ENGINE COMPANY 103	8/02/89	1590.00
SOBIESKI	CAPTAIN	TRUCK 41	9/01/91	320.25
SOMMER	PARAMEDIC	AMBULANCE 21	3/02/91	349.00
SORGANI	FIREFIGHTER	TRUCK 2	6/22/91	168.75
SORRENTINO	FIREFIGHTER	ENGINE COMPANY 57	2/07/91	870.50
SOTO	FIREFIGHTER	ENGINE COMPANY 5	5/22/91	239.50

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SOTO	CAPTAIN	ENGINE COMPANY 5	7/24/91	175.20
SPAIN	FIREFIGHTER	TRUCK 59	2/28/91	2510.00
SPENCER	FIREFIGHTER	ENGINE COMPANY 65	7/03/91	119.00
STAEHLE	CAPTAIN	ENGINE COMPANY 109	8/30/90	772.00
STAHULAK	PARAMEDIC	UNKNOWN	5/14/91	123.00
STATEN	FIREFIGHTER	TRUCK 51	8/01/91	293.00
STEELE	FIREFIGHTER	ENGINE COMPANY 107	9/04/90	45.00
STEINER	FIREFIGHTER	ENGINE COMPANY 97	7/24/91	849.00
STEWART	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	4/05/91	815.01
STEWART	FIREFIGHTER	ENGINE COMPANY 93	7/13/91	543.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	2819.07
STILLMAN	FIREFIGHTER	TRUCK 18	12/24/90	24.00
STRADER	CAPTAIN	ENGINE COMPANY 84	5/13/91	8595.69
STRICKLAND	ENGINEER	OFFICE OF THE FIRE COMMISSIONE	7/23/91	391.25
STRICKLER	FIREFIGHTER	ENGINE COMPANY 107	3/02/91	5146.45
STRONG	FIREFIGHTER	SQUAD 1	4/10/90	158.00
STRZALKA	LIEUTENANT	ENGINE COMPANY 121	7/20/91	391.30
STURM	PARAMEDIC	AMBULANCE 10	6/18/91	236.01
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 84	8/05/91	336.00
SULLIVAN	FIREFIGHTER	TRUCK 5	5/29/91	1150.00
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 116	8/05/91	757.20
SULLIVAN	PARAMEDIC	AMBULANCE 36	4/06/91	234.00
SULLIVAN	PARAMEDIC	AMBULANCE 36	6/11/91	373.00
SULLIVAN	PARAMEDIC	AMBULANCE 9	7/23/90	1311.48
SULLIVAN	CAPTAIN	TRUCK 32	7/16/91	204.00
SUTKUS	LIEUTENANT	TRUCK 7	7/22/91	135.00
SZALA-LAPORTE	PARAMEDIC	AMBULANCE 38	11/19/89	50.00
SZCZEPANIAK	FIREFIGHTER	ENGINE COMPANY 23	7/19/91	337.00
TANABE	PARAMEDIC	AMBULANCE 41	1/11/91	573.00
TANABE	PARAMEDIC	AMBULANCE 41	7/10/91	902.75
TAYLOR	ENGINEER	ENGINE COMPANY 39	8/22/91	957.00
TAYLOR	FIREFIGHTER	ENGINE COMPANY 124	5/04/91	447.30
TAYLOR	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	9/01/91	97.00
TERNES	FIREFIGHTER	TRUCK 11	7/01/91	589.50
THAMES	PARAMEDIC	DISTRICT RELIEF 6	5/25/91	306.08
THAMES	LIEUTENANT	SQUAD 5	7/05/91	324.00
THOMAS	PARAMEDIC	DISTRICT RELIEF 3	4/04/91	145.50
THOMAS	POLICE OFFICER	EMS DISTRICT 2 HEADQUARTERS &	5/29/91	711.50
THOMAS	FIREFIGHTER	ENGINE COMPANY 28	7/23/91	498.00
THOMAS	FIREFIGHTER	ENGINE COMPANY 28	5/14/87	45.00
THOMAS	PARAMEDIC	AMBULANCE 8	6/26/91	1306.00
TIENDA	FIREFIGHTER	ENGINE COMPANY 8	6/15/91	304.50
TILLMAN	FIREFIGHTER	UNKNOWN	2/16/91	107.00
TOMABELLO	PARAMEDIC	ENGINE COMPANY 45	3/28/91	190.00
TONNE	FIREFIGHTER	TRUCK 15	8/31/90	75.00
TOOMEY	FIREFIGHTER	TRUCK 37	7/12/91	1602.00
TOOMEY	FIREFIGHTER	TRUCK 17	6/13/91	450.46
TORPY	FIREFIGHTER	ENGINE COMPANY 19	7/03/91	277.50
TOURE	FIREFIGHTER	ENGINE COMPANY 75	4/12/91	2112.00
TRIBBLE	FIREFIGHTER			

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/11/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TRICOCI	FIREFIGHTER	UNKNOWN	1/20/90	31.50
TRINIDAD	PARAMEDIC	AMBULANCE 34	4/09/91	2206.00
TROTT	FIREFIGHTER	SNORKEL SQUAD 3	1/05/91	2469.00
TRUESDALE	FIREFIGHTER	ENGINE COMPANY 81	6/09/91	300.84
TRUJILLO	FIREFIGHTER	ENGINE COMPANY 7	7/24/91	571.00
TUMPICH	CAPTAIN	BATTALION 23	11/13/86	8045.25
URBANIAK	FIREFIGHTER	ENGINE COMPANY 118	5/09/91	216.50
URQUHART	FIREFIGHTER	ENGINE COMPANY 124	6/11/91	295.50
VACOUNTESS	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	9/02/91	317.00
VAIL	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	6/04/91	261.16
VALADEZ	FIREFIGHTER	ENGINE COMPANY 57	2/21/91	297.00
VALADEZ	FIREFIGHTER	ENGINE COMPANY 57	8/14/91	2142.00
VALKENBURG	FIREFIGHTER	ENGINE COMPANY 65	2/04/91	735.00
VARGAS	FIREFIGHTER	ENGINE COMPANY 14	6/08/91	773.50
VAZQUEZ	PARAMEDIC	UNKNOWN	5/28/91	287.75
VELEZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	4/03/91	487.00
VINSON	FIREFIGHTER	ENGINE COMPANY 68	5/13/91	205.50
VULICH	FIREFIGHTER	TRUCK 8	6/24/91	302.50
WAGNER	FIREFIGHTER	TRUCK 52	7/04/91	174.00
WAIBEL	FIREFIGHTER	ENGINE COMPANY 23	9/09/90	4088.70
WALCHUK	FIREFIGHTER	SQUAD 2	7/27/91	202.50
WALKER	FIREFIGHTER	TRUCK 33	11/03/80	63.00
WALSH	FIREFIGHTER	ENGINE COMPANY 83	3/21/91	239.60
WALSH	FIREFIGHTER	ENGINE COMPANY 106	6/22/91	120.00
WALTERS	FIREFIGHTER	TRUCK 48	9/11/90	130.00
WARD	PARAMEDIC	AMBULANCE 20	9/09/91	290.75
WARNER	FIREFIGHTER	ENGINE COMPANY 8	5/13/91	296.70
WELLS	FIREFIGHTER	TRUCK 57	4/14/91	423.58
WELSH	PARAMEDIC	UNKNOWN	1/09/90	45.00
WHITE	FIREFIGHTER	ENGINE COMPANY 49	8/16/91	1586.00
WHITING	FIREFIGHTER	ENGINE COMPANY 23	5/29/91	576.50
WHITSON	FIREFIGHTER	TRUCK 44	12/31/90	2421.96
WIEGMANN	FIREFIGHTER	ENGINE COMPANY 118	5/09/91	707.25
WILFERT	PARAMEDIC	UNKNOWN	12/23/89	85.00
WILLIAMS	PARAMEDIC	AMBULANCE 31	9/22/90	3718.00
WILLIAMS	FIREFIGHTER	TRUCK 17	5/12/91	235.26
WILLIAMS	FIREFIGHTER	TRUCK 7	2/18/91	553.00
WILLIAMS	FIREFIGHTER	TRUCK 24	6/01/91	155.00
WILSON	LIEUTENANT	DISTRICT RELIEF 1	5/18/91	109.50
WOJTECKI	FIREFIGHTER	TRUCK 36	3/18/91	129.00
WOODVILLE	PARAMEDIC	UNKNOWN	6/04/91	69.25
WRIGHT	PARAMEDIC	TRUCK 34	5/26/91	376.00
YARBRO	FIREFIGHTER	TRUCK 34	6/28/91	336.18
YARBRO	FIREFIGHTER	DISTRICT RELIEF 3	7/25/91	200.25
ZAFER	ENGINEER	TRUCK 35	6/12/90	640.92
ZAPILER	LIEUTENANT	TRUCK 14	8/18/91	1205.62
ZAPILER	LIEUTENANT	AMBULANCE 20	8/20/87	140.09
ZIEN	PARAMEDIC			

(Continued from page 10659)

; and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 10674  
of this Journal.]

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**AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

(Continued on page 10675)

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 12/11/91  
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	775.00
DELIA	POLICE OFFICER	EIGHTH DISTRICT	9/27/88	400.00
FRIERI	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/91	47914.59
FRUGOLI	POLICE OFFICER	RECRUIT TRAINING	6/27/91	981.00
HANSELMAN	POLICE OFFICER	TWENTIETH DISTRICT	5/08/91	501.50
KACOR	POLICE OFFICER	RECRUIT TRAINING	10/30/88	2030.00
KAREDES	POLICE OFFICER	TWELFTH DISTRICT	4/20/91	5.29
KROFEL	POLICE OFFICER	TWENTIETH DISTRICT	5/08/91	386.50
LEBAK	POLICE OFFICER	EIGHTH DISTRICT	5/20/91	750.00
LORENZ	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/31/90	1108.00
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	50.00
KOHACIK	POLICE OFFICER	UNKNOWN	6/17/91	2385.00
SWEENEY	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	4/16/91	90.00
TATHAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	1160.00
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	5/07/91	1411.10
WILLIAMSON	POLICE OFFICER	NINTH DISTRICT	7/13/91	347.00
ASCENCIO	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	9/04/91	684.26
BEUTKE	PARAMEDIC	AMBULANCE 7	8/18/91	522.75
BOLOGNANI	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/16/91	469.45
CIAPAS	PARAMEDIC	AMBULANCE 9	7/10/91	307.00
CORDT	PARAMEDIC	UNKNOWN	5/25/91	334.50
CRAWFORD	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	7/20/87	45.00
DAY	FIREFIGHTER	ENGINE COMPANY 110	11/17/90	224.50
GUZICK	ENGINEER	ENGINE COMPANY 49	2/15/91	1224.00
HARRIS	FIREFIGHTER	TRUCK 15	1/31/89	391.00
HOFELING	PARAMEDIC	DISTRICT RELIEF 5	5/26/91	207.00
HOEH	PARAMEDIC	UNKNOWN	7/19/91	276.75
IGNACIO	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	5/26/91	217.00
KEANE	CAPTAIN	BATTALION 7	6/28/91	268.75
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	261.80
MARTELL	LIEUTENANT	DISTRICT RELIEF 4	1/20/91	4054.00
DLEARY	PARAMEDIC	ENGINE COMPANY 95	5/02/91	559.00
ORTIZ	FIREFIGHTER	ENGINE COMPANY 16	7/22/91	300.95
RENFROE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	837.00
SKINNER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/03/90	5414.00
TOURE	FIREFIGHTER	ENGINE COMPANY 19	9/17/91	604.20
ULREICH	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/18/91	405.75

(Continued from page 10673)

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to charged to the activity and account specified as follows:

*Damage To Vehicle.*

*Department Of Police:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Charles J. Reardanz R.R. Number 1 Box 301 Bonfield, Illinois 60913	10/26/89 28 West 9th Street	\$ 800.00
Javier Garcia-Fregoso 3628 North Troy Street Chicago, Illinois 60618	7/20/89 510 West Briar Place	770.00
Anna Marie Ruess 112 Harding Avenue Michigan City, Indiana 46360	8/20/90 111 North Canal Street	400.00
Beth Elisius 231 North Milwaukee Avenue Wheeling, Illinois 60090	3/13/89 3120 South Wood Street	400.00
Chi Zhou 3024 South Lock Street Chicago, Illinois 60608	9/19/90 West Roosevelt Road and South Columbus Avenue	400.00
Alcenia DeShazer 1349 South California Avenue Chicago, Illinois 60608	9/13/90 During impoundment	400.00
Mary McKerr c/o Edward Williams 205 West Randolph Street Suite 2100 Chicago, Illinois 60606	8/20/90 Police auto pound	1,500.00

*Damage To Vehicles.*

*Department Of Public Works:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Scott Michael Barrett 6730 South East End Avenue Chicago, Illinois 60649	11/10/90 1500 East Marquette Boulevard	\$300.00
Sonja Scott 4122 West Cermak Road Chicago, Illinois 60623	1/15/90 510 North Peshtigo Court	350.00

*Damage To Property.*

*Department Of Forestry:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Carleen Lorys 2093 West Lunt Avenue Chicago, Illinois 60645	10/11/90 2093 West Lunt Avenue	\$450.00



*Damage To Vehicle.*

*Department Of Forestry:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Eli Washington 418 East 89th Place Chicago, Illinois 60619	6/27/91 722 East 87th Place	\$400.00

*Damage To Vehicles.*

*Department Of Streets And Sanitation:  
(Bureau Of Electricity)  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
American Indemnity Group and John Davis Policy No. 754-23-11 5050 Poplar Avenue Suite 1421 Memphis, Tennessee 38157	5/5/91 1739 North Fairfield Avenue	\$429.56
Francis H. Gutrich 10606 South Springfield Avenue Chicago, Illinois 60655	11/17/89 3540 South Normal Avenue	100.00

*Damage To Vehicles.*

*Department Of Fire:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Sandra Lee Clayton 1712 Greenwood Evanston, Illinois 60201	5/12/90 4636 North Malden Street	\$400.00
American Amb. Cas. Co. and Marjorie Carter Cl. 104511 1501 East Woodfield Road Suite 300E Schaumburg, Illinois 60173	6/22/90 West 71st Street and South Kedzie Avenue	852.10

*Damage To Vehicles.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Anthony J. Scuito 3737 West 70th Place Chicago, Illinois 60629	10/13/90 3928 West 63rd Street	\$100.00
Kurt J. Skopick 5740 South Natoma Avenue Chicago, Illinois 60638	10/23/90 6700 South Cicero Avenue	430.00

*Damage To Vehicles.*

*Department Of Water:  
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Josephine Calandrino 5654 North Central Avenue Chicago, Illinois 60646	11/7/88 6100 North Northwest Highway	\$500.00
Michelle Ford 243 West 111th Street Chicago, Illinois 60628	10/2/90 West 110th Street and South Wentworth Avenue	275.00

*Damage To Property.*

*Department Of Streets And Sanitation:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
George Tooley 314 East 70th Street Chicago, Illinois 60637	9/5/90 314 East 70th Street	\$500.00
Norman E. Harris 2423 North Kostner Avenue Chicago, Illinois 60639	9/19/90 West Fullerton and North Kostner Avenues	52.61
Marion Dubow 6800 North California Avenue Chicago, Illinois 60645	9/11/89 2019 West Lawrence Avenue	39.14

*Damage To Vehicles.*

*Department Of Streets And Sanitation:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
State Farm Ins. Co. and Marvin Moyer Cl. 13-1763-186 2309 East Oakland Avenue Bloomington, Illinois 61709-0001	1/26/90 Sacramento and Chicago Tower	\$ 121.35
American Country Ins. and Robert Turen Cl. 9005 02 398 222 North LaSalle Street Chicago, Illinois 60601	5/18/90 Lower Michigan Avenue and Lake Shore Drive tunnel	1,500.00
David F. Stone 815 Paradise Libertyville, Illinois 60048	7/25/90 1124 North State Street	800.00
Timothy J. Sullivan 1421 Clairmont Court Vernon Hills, Illinois 60061	7/18/90 During towing	130.00
Carole B. Svebakken 330 North Ridgeland Oak Park, Illinois 60302	7/26/90 During towing	100.00
David Nestoris 6118 North Damen Avenue Chicago, Illinois 60659	9/10/90 During towing	375.00
Barbara Ruel 1925 North Lincoln Avenue Apartment R4 Chicago, Illinois 60614	8/27/90 East Schiller and North Astor Streets	1,200.00

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## JOURNAL--CITY COUNCIL--CHICAGO

12/11/91

Name And Address	Date And Location	Amount
Greg Valliere 6270 NW 173rd Street Apartment 202 Hialeah, Florida 33015	8/30/90 During towing	\$ 400.00
Economy Fire & Casualty Company and Marshal Polakoff Cl. 70001-9304-Oxc1915 Route 10 West Lincoln, Illinois 62656	7/2/90 During towing	258.63
William Harrison 3410 North Lake Shore Drive Apartment 9E Chicago, Illinois 60657	6/2/90 During towing	800.00
Richard Kern 834 Terminal Tower Cleveland, Ohio 44113	9/8/90 During towing	1,000.00
Tuvan Madanoglu 3107 West Jarlath Street Chicago, Illinois 60645	10/16/90 During towing	1,000.00

*Damage To Vehicles.*

*Department Of Streets And Sanitation:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Grant Thornton Accounting 130 East Randolph Street Suite 700 Chicago, Illinois 60601 Attention: Mark Ginsburg	9/28/90 North Rush Street and East Oak Street	\$ 500.00

Name And Address	Date And Location	Amount
Gurucharn Khalsa 6036 Marmaduke St. Louis, Missouri 63139	9/19/90 During towing	\$ 500.00
Timothy Leaks 1307 South Claremont Avenue Chicago, Illinois 60608	8/16/90 2300 North Janssen Avenue	500.00
Mario Ronchetti 2036 North 76th Avenue Elmwood Park, Illinois 60635	9/10/90 During towing	400.00
Leo J. Kay 9536 South Kildare Oak Lawn, Illinois 60453	9/10/90 7438 South Western Avenue	300.00
Kimberly Metcalf 809 West Lawrence Avenue Apartment 2 Chicago, Illinois 60640	10/15/90 1503 South State Street	150.00
Kelly O'Donnell 5025 North Oriole Avenue Harwood Heights, Illinois 60656	8/29/90 During towing	400.00
Ann Marie Levy Peters 515 West Barry Avenue Apartment 467 Chicago, Illinois 60657	7/29/90 1700 West Wrightwood Avenue	150.00
David S. Allen 1809 West Roscoe Street Chicago, Illinois 60657	9/26/90 North Paulina Street and West Barry Avenue	685.00
Robert E. Curry 1413 Pioneer Road Apartment 5 Crest Hill, Illinois 60435	9/15/90 During towing	750.00
Jane Krzysiak 4014 West 58th Street Chicago, Illinois 60629	10/9/90 4224 South Sacramento Avenue	126.26

Name And Address	Date And Location	Amount
Prescient Value, Ltd. c/o David A. Goldman 550 North Washington Street Hinsdale, Illinois 60521	10/17/90 9600 South Beverly Avenue	\$ 297.06
Maria E. Giraldo 3507 North Keller Avenue Chicago, Illinois 60641	10/15/90 North Kimble Avenue and West Melrose Street	800.00
Antonio L. Lugo 5233 West Coyle Skokie, Illinois 60077	9/22/90 300 East Randolph Street	775.00
Michael B. Kong 400 West Deming Place Apartment 5K Chicago, Illinois 60614	2/25/90 During towing	1,100.00
Mona Glasgow 3636 Creekwood Court Downers Grove, Illinois 60615	11/7/90 During towing	575.00
Yvonne Perkins 8941 South Normal Avenue Chicago, Illinois 60620	9/6/90 4500 South Michigan Avenue	400.00
Deborah M. Arnold 1314 North LaSalle Street Chicago, Illinois 60610	11/25/90 North LaSalle and West Goethe Streets	438.49
Karon Fairs 608 Poplar Statesville, North Carolina 28677	2/25/90 During towing	375.00
James McKeighan 474 Stillwater Court Naperville, Illinois 60565	11/6/90 3830 West Congress Parkway	650.00

Name And Address	Date And Location	Amount
Nicholas Giammarese 3946 North Lowell Avenue Apartment 212 Chicago, Illinois 60641	1/3/91 1819 West Pershing Road	\$ 400.00
Donald and Patricia Hargrave 123 Somerset Lane Bolingbrook, Illinois 60440	1/21/91 8300 South Michigan Avenue	400.00
Richard Jones 4738 North Campbell Avenue Chicago, Illinois 60625	12/3/90 631 West Wilson Avenue	650.00
Gregory Olmstead 303 Main Glen Ellyn, Illinois 60137	12/14/90 During towing	333.00
Lynn Ferguson 2712 Wisconsin Avenue NW Washington, D.C. 20007	5/7/90 During towing	421.24
Joseph and Mary Ellen McClaim 401 South 19th Street Apartment A St. Charles, Illinois 60174	8/4/90 During towing	300.00
Leonard Washington 4760 St. Joseph Creek Apartment 211 Lisle, Illinois 60532	12/7/90 During towing	650.00
Peter Bynoe 1420 North Lake Shore Drive Apartment 7A Chicago, Illinois 60610	9/23/91 During towing	1,786.90

; 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
Louis Carson 1133 North Lawler Avenue Chicago, Illinois 60651	12/12/89 to 7/6/90 1133 North Lawler Avenue	\$400.00
Raymundo Martinez 8016 South Brandon Avenue Chicago, Illinois 60617	6/12/90 to 8/8/90 8016 South Brandon Avenue	400.00
James Dobbins 6648 South Ingleside Avenue Chicago, Illinois 60637	814 -- 820 East 67th Street	400.00
Wladyslaw Pluskwa 5306 West Parker Avenue Chicago, Illinois 60639	9/18/89 to 5/2/90 5301 -- 5303 West George Street	143.53
Gussie Clemons 4414 South Vincennes Avenue Chicago, Illinois 60653	6/29/89 to 5/15/90 4414 South Vincennes Avenue	175.17
Frank A. Flores 8525 South Exchange Avenue Chicago, Illinois 60617	6/21/90 to 8/21/90 8525 South Exchange Avenue	263.85

; 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
Rhoda Grey 8901 South Lowe Avenue Chicago, Illinois 60620	11/26/86 to 12/2/87 8901 South Lowe Avenue	\$400.00
Willene D. Pouncey 956 West 65th Street Chicago, Illinois 60621	1/23/90 to 5/22/90 6459 South Morgan Street	370.56
Lena Santucci 2153 North Austin Avenue Chicago, Illinois 60639	3/29/90 to 8/1/90 2153 North Austin Avenue	229.62

Name And Address	Date And Location	Amount
John Szpunar 5703 North Oleander Avenue Chicago, Illinois 60631	12/18/89 to 2/14/90 1844 North Paulina Street	\$ 97.35
Sergio Alvarez 1836 West 21st Place Chicago, Illinois 60608	1/19/89 to 8/2/90 1836 West 21st Place	174.82
Pamela J. Brumfield 3525 West Grenshaw Street Chicago, Illinois 60624	4/5/90 to 10/2/90 3525 West Grenshaw Street	305.81
Jaime O. Silva 5015 North Springfield Avenue Chicago, Illinois 60625	4/4/90 to 6/13/90 5015 North Springfield Avenue	96.48
Rose Waryjas 2219 West 21st Place Chicago, Illinois 60608	4/10/90 to 6/8/90 2219 West 21st Place	80.79

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**AUTHORIZATION OF SUNDRY CLAIMS FOR  
CONDOMINIUM REFUSE REBATES.**

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

*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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the 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 10689  
through 10731 of this Journal.]

12/11/91

REPORTS OF COMMITTEES

10689

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER---EDM  
MEETING DATE 12/11/91 PERIOD 1989 CODE/S A,B,C

VOUCHER #	PIN	DESCRIPTION	PAYEE	RES. UNITS	REQUESTED AMOUNT	PAID AMOUNT
91-3-0507	13-12-210-059	5445-55 N. CALIFORNIA CONDO ASSOCIATION CHICAGO, IL 60659	MICHAEL LOBOND ROSEN REALTY 5788 N. LINCOLN CHICAGO, IL 60659	1	1,842.00 (49) ***** SPONSOR ***** JOE MOORE	1,425.00
91-3-0508	14-31-203-027	MID-TOWNE LOFT CONDO. ASSN. 2355 N. DAMEN AVENUE CHICAGO, IL 60647	RANDI SHEPARD C/O RANDI SHEPARD 2355 N. DAMEN AVENUE CHICAGO, IL 60647	2	4 479.00 (32) ***** SPONSOR ***** TERRY M. GABINSKI	300.00
91-3-0509	14-32-414-074	PARK ROW TOWNHOMES 1838-42 N. HALSTED CHICAGO, IL 60614	C. W. STRAUS C.W. STRAUS 1838 N. HALSTED CHICAGO, IL 60614	1	8 325.13 (43) ***** SPONSOR ***** EDWIN H. EISENDRATH	325.13

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER---EDIL  
 MEETING DATE 12/11/91 PERIOD 1989 CODE/S. A.B.C

VOUCHER	PTN	*****	DESCRIPTION	*****	PAYEE	*****	RES. UNITS	REQUESTED AMOUNT	PAID AMOUNT
			2,050.13	***	TOTAL PROCESSED	***			
***	TOTAL PAID	***							

12/11/91

REPORTS OF COMMITTEES

10691

C I T Y O F C H I C A G O  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----EDIT

MEETING DATE 12/11/91 PERIOD 1989 CODE/S A.B.C

VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	E-ANNUAL	#	UNITS	REQUESTED AMOUNT	PAYD AMOUNT
14-31-203-027		MID-TOWNE LOFT CORPO. ASSN. 2355 N. DAREN AVENUE CHICAGO, IL 60647	PANDI SHEPARD 670 RANDI SHEPARD 2355 N. DAREN AVENUE CHICAGO, IL 60647		2	4	679.00 (32)	300.00
							***** SPONSOR ***** TERRY H. GABHSKI	

\*\*\* SPONSOR TOTAL PAID \*\* 300.00

CITY OF CHICAGO  
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VOUCHER	PIV	DESCRIPTION	PAYEE	RES. #	REQUESTED AMOUNT	PAID AMOUNT
14-32-414-074	****	PARK FOUR TOWNHOMES 1838-17 N. HALSTED CHICAGO, IL 60614	C. M STRAUS C.M. STRAUS 1838 N. HALSTED CHICAGO, IL 60614	1	325.13 (43)	325.13
***** SPONSOR ***** EDWIN M. EISENBERG						

\*\*\*\*\* PAYEE \*\*\*\*\*  
 \*\* SPONSOR TOTAL PAID \*\* 325.13





10694

# JOURNAL--CITY COUNCIL--CHICAGO

12/11/91

PAYED  
AMOUNT

REQ. REQUESTED  
UNITS AMOUNT

C I T Y O F C H I C A G O  
C O M M I T T E E O N C L A I M S A N D L I A B I L I T Y  
C O M M I T T E E V O U C H E R R E G I S T E R - E D I T  
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\*\*\*\*\* PAYEE \*\*\*\*\*

\*\*\*\*\* 3

\*\*\*\*\* TOTAL PROCESSED \*\*\*\*\*

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2,050.13

\*\*\* PIN \*\*\*

\*\*\* TOTAL PAID \*\*\*

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VOUCHER

\*\*\*\*\* DESCRIPTION \*\*\*\*\*

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	PIN	DESCRIPTION	PAYEE	DATE	UNITS	REQUESTED AMOUNT	PAID AMOUNT
91-1-0290	12-11-121-033	BIRCHTREE MANOR CONDOMINIUM ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	KATHERIN ECCLES ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	01-01	18	726.00 (41)	675.00
91-2-0309	09-36-111-034	FRIENDLY VILLAGE #1 CONDO. ASSOCIATION 6864-70 NORTHWEST HIGHWAY CHICAGO, IL 60631	DOPOTHY MICHELINI ASSOCIATION 6864-70 NORTHWEST HIGHWAY CHICAGO, IL 60631	07/01	16	428.40 (41)	428.40
91-2-0310	09-36-111-045	FRIENDLY VILLAGE NUMBER TWO CONDOMINIUM ASSOCIATION 6852-58 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	RUSSELL GRECO CONDOMINIUM ASSOCIATION 6852-58 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	07/01	18	428.40 (41)	428.40
91-2-0311	09-36-419-106	GLENMONT COURT CONDO. ASSN. 6559-47 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	RUTH GRITSENAUER 6559-47 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	07/01	24	1,378.62 (41)	900.00
91-2-0312	11-30-317-042	MERIDA MANOR CONDOMINIUM ASSN 2035-2037 WEST JARVIS CHICAGO, IL 60645	PAT FERGUSON C/O PAT FERGUSON 2037 W. JARVIS CHICAGO, IL 60645	02/01	5	584.00 (41)	325.00
91-2-0313	11-32-200-034	RIVIERA CONDOMINIUM 1125-31 W. LUNT AVENUE CHICAGO, IL 60626	PHIL KONIA C/O PHIL J. KANJA 1125 LUNT AVENUE #101 CHICAGO, IL 60626	07/01	18	1,039.70 (41)	675.00
91-2-0314	11-32-201-028	1134-36 W. FARWELL CONDO ASSOC 1134-36 W. FARWELL CHICAGO, IL 60626	PAULA RAZUMICH 1134-36 W. FARWELL CHICAGO, IL 60626	07/01	6	348.00 (41)	225.00
91-2-0315	12-01-401-040	5950 OUELL CONDOMINIUM ASSN. 5950 N. OUELL CHICAGO, IL 60631	LENA CAFFETTO C/O LENA CAFFETTO 5950 N. OUELL # 48 CHICAGO, IL 60631	07/01	9	730.00 (41)	450.00
91-2-0316	12-11-119-020	INNISBROOK CONDO BLDG. #1 5301-17 N. DELPHIA CHICAGO, IL 60656	ED BLAUGARD 5301-17 N. DELPHIA CHICAGO, IL 60656	07/01	54	1,876.44 (41)	1,376.44
91-2-0317	12-11-310-007	5147-51 N. EAST RIVER ROAD CONDOMINIUM ASSOCIATION 5147-51 N. EAST RIVER ROAD CHICAGO, IL 60656	CHARLES N. DANSEBEAU C/O VANGUARD MANAGEMENT 1321 TOWER ROAD SCHONHURBURG, IL 60173	07/01	72	1,722.00 (41)	1,722.00

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91-2-0318	12-11-310-074	5139-43 NORTH EAST RIVER ROAD CONDOMINIUM ASSOCIATION	MARLENA KONRAD C/O VANGUARD MANAGEMENT 1321 TOWER ROAD SCHAMBERG, IL 60179	07/01	10	72	3,444.00 (41)	2,700.00	
91-2-0319	13-20-109-001	3821 N. NARRAGANSETT CONDO. ASSN.	ARTHUR BARTOLO C/O ARTHUR BARTOLO 3821 N. NARRAGANSETT CHICAGO, IL 60634	07/01	12	9	492.00 (38)	337.50	
91-2-0320	13-31-118-039	FALNER COURTS	THEODORA VONDROUSKA C/O THEODORA VONDROUSKA 2139 N. HARLEM CHICAGO, IL 60639	07/01	9	10	563.00 (35)	450.00	
91-2-0321	17-03-110-041	THE SCOTT CONDOMINIUM ASSOC. 60-70 EAST SCOTT	JEFFREY ZYNLO C/O LATHOUS AND CO. 15 E. SUPERIOR CHICAGO, IL 60611	07/01	9	56	1,371.13 (42)	1,371.13	
91-2-0322	17-03-114-003	1212 LAKE SHORE DRIVE CONDO. ASSOCIATION	MARLENE LEONT C/O SHOULDER AND COMPANY 1212 LAKE SHORE DRIVE CHICAGO, IL 60610	07/01	10	180	4,620.00 (43)	4,620.00	
91-2-0323	17-03-201-066	1110 N. LAKE SHORE DRIVE HOMEOWNERS ASSOCIATION	CHEVEL FLISKINS HOMEOWNERS ASSOCIATION 1110 N. LAKE SHORE DRIVE CHICAGO, IL 60611	07/01	12	74	2,725.00 (48)	2,725.00	
91-2-0324	17-03-222-018	860 LAKE SHORE DRIVE TRUST	C. WYN STRAUS C/O C.W. STRAUS 860 N. LAKE SHORE DRIVE CHICAGO, IL 60611	07/01	12	265	3,599.49 (42)	3,599.49	
91-2-0325	17-04-208-031	FAULKNER HOUSE CONDOMINIUM ASSOCIATION	CARSTINE A. GIBBS C/O FAULKNER HOUSE MGMT. OFC. 1355 N. SANDBURG TERRACE CHICAGO, IL 60610	07/01	12	324	2,128.89 (49)	2,128.89	
91-2-0326	17-04-209-043	LOUILL HOUSE CONDO ASSOC.	CHRISTINE A. GIBBS C/O LOUILL HOUSE MANAGEMENT OFC. 1355 N. SANDBURG TERRACE CHICAGO, IL 60610	07/01	10	259	3,512.16 (42)	3,512.16	
91-2-0327	17-04-424-051	NEMBERRY PLAZA CONDO. ASSOC.	TERRY BRIDGEE 1030 N. STATE STREET CHICAGO, IL 60610	07/01	11	624	13,800.00 (42)	13,800.00	

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91-2-0326	19-19-211-050	6416 W. 64TH PLACE CONDOMINIUM ASSOCIATION 6416 W. 64TH PLACE CHICAGO, IL 60638	8-SEMI-ANNUAL 07/91 THRU 12/31	834.96	337.50	JANICE BONASIAK C/O JARLUE BONASIAK 6416 W. 64TH PLACE CHICAGO, IL 60638
91-2-0329	20-11-107-010	4900 DREXEL BLVD. COOPERATIVE APARTMENTS CORPORATION 4900 DREXEL BOULEVARD CHICAGO, IL 60615	B-SEMI-ANNUAL 07/91 THRU 12/31	214.50	214.50	CARLE UGHIAN APARTMENTS CORPORATION 4900 DREXEL BOULEVARD CHICAGO, IL 60615
91-2-0330	36-06-110-051	NIAGARA NORTH CONDO ASSOC. 6233 N. NIAGARA CHICAGO, IL 60631	B-SEMI-ANNUAL 07/91 THRU 12/31	750.00	750.00	MARIETTA GIAMBURNE C/O MS. MARIETTA GIAMBURNE 6233 N. NIAGARA CHICAGO, IL 60631
91-3-0507	10-36-105-027	ESTES/WASHUENAU CONDOMINIUM ASSOCIATION 2701-03 ESTES CHICAGO, IL 60645	C-ANNUAL	500.00	500.00	TON LYNCH C/O TOM LYNCH 6231 N. KEOTA CHICAGO, IL 60645
91-3-0508	10-36-205-058	FITCH PARK CONDOMINIUM ASSN. 2415-27 FITCH AVENUE CHICAGO, IL 60645	C-ANNUAL	1,474.00	1,474.00	BURTON MARGOLIS C/O HALLMARK & JOHNSON PROP. 6160 N. CICERO AVENUE CHICAGO, IL 60645
91-3-0509	10-36-407-037	PRAIRI-ARTESIAN CONDO. ASSN. 2415-25 W. PRAIRI BLVD. 6747-61 N. ARTESIAN AVENUE CHICAGO, IL 60645	C-ANNUAL	2,674.50	2,674.50	IRA WALUNAN C/O ALL SCOTT REALTY 7366 N. LINCOLN - SUITE 105 LINCOLNWOOD, IL 60460
91-3-0510	10-36-414-033	ARTESIAN GARDENS CONDO ASSOC 6600 N ARTESIAN CHICAGO, IL 60645	C-ANNUAL	675.00	675.00	ELIZABETH YOUNG 6600 N ARTESIAN CHICAGO, IL 60645
91-3-0511	11-29-318-006	SHERJIN ON THE LAKE CONDO. ASSOC. 1205 W. SHERJIN CHICAGO, IL 60626	C-ANNUAL	3,040.00	3,040.00	ANDY HUELLER ASSOC. 1205 W. SHERJIN CHICAGO, IL 60626
91-3-0512	11-30-307-093	7522 IN2 RIDGE BLUG CO-OP 7522 IN2 NORTH RIDGE CHICAGO, IL 60645	C-ANNUAL	364.00	364.00	OTMAR EFF 7522 IN2 NORTH RIDGE CHICAGO, IL 60645
91-3-0513	11-30-322-038	7200 N. RIDGE AVE CONDO ASSOC 7200 N. RIDGE AVENUE CHICAGO, IL 60645	C-ANNUAL	2,544.00	2,544.00	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60610



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91-3-0524	13-11-290-046	HOLLYWOOD PARK CONDOMINIUM ASSOCIATION 3433 N. BRYN MAWR CHICAGO, IL 60659	DIARE JAFFE C/O WALLACE AND ORTH 1511 SHERMAN EVANSTON, IL 60201	C-ANNUAL	6	1,275.00 (39) ***** SPONSOR ***** ANTHONY C. LAURINO	1,275.00
91-3-0525	13-12-214-047	BALMORAL PLAZA CONDOMINIUMS 2606-10 N. BALMORAL CHICAGO, IL 60625	BURTON MARGOLIS C/O HALLMARK & JOHNSON 6160 N. CICERO CHICAGO, IL 60646	C-ANNUAL	6	1,875.00 (40) ***** SPONSOR ***** PATRICK J O'CONNOR	1,875.00
91-3-0526	13-13-323-048	MOZART VISTA CONDOMINIUM ASSN 4111 N. MOZART CHICAGO, IL 60618	ALICE S. LINK ALICE S. LINK 4111 N. MOZART CHICAGO, IL 60618	C-ANNUAL	7	732.00 (10) ***** SPONSOR ***** PATRICK J O'CONNOR	450.00
91-3-0527	13-15-416-047	ROYDON MANOR CONDOMINIUM 4127-33 KEELER AVENUE CHICAGO, IL 60641	MORRIS ORIGER C/O DOROTHY ORIGER 4131 N. KEELER #101 CHICAGO, IL 60641	C-ANNUAL	3	1,100.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	1,100.00
91-3-0528	13-15-416-048	EAST OF EDENS CONDOMINIUM 4123 N. KEELER AVENUE CHICAGO, IL 60641	MARQUE RANEY C/O MARQUE RANEY 4123 N. KEELER AVENUE CHICAGO, IL 60641	C-ANNUAL	6	1,275.00 (35) ***** SPONSOR ***** MICHAEL A. NOJCEK	1,275.00
91-3-0529	13-30-101-036	BELMONT TERRACE CONDO ASSN. 7117 W. BELMONT AVENUE CHICAGO, IL 60634	JANET BEADON 7117 W. BELMONT AVENUE CHICAGO, IL 60634	C-ANNUAL	8	1,444.00 (36) ***** SPONSOR ***** WILLIAM JP BANKS	1,300.00
91-3-0530	13-31-118-037	2151 NORTH HARLEM BUILDING ASSOCIATION 2151 N. HARLEM AVENUE CHICAGO, IL 60635	DON FOSCO ASSOCIATION 2151 N. HARLEM AVENUE CHICAGO, IL 60635	C-ANNUAL	7	1,120.00 (30) ***** SPONSOR ***** WILLIAM JP BANKS	500.00
91-3-0531	13-31-124-049	GALEENGO SOUTH CONDOMINIUM 2037 N. HARLEM AVENUE CHICAGO, IL 60635	LINDA GOUSTE C/O LINDA GOUSTE 2037 N. HARLEM AVENUE CHICAGO, IL 60635	C-ANNUAL	6	1,254.00 (36) ***** SPONSOR ***** WILLIAM JP BANKS	900.00
91-3-0532	13-31-124-050	GALEENGO NORTH CONDOMINIUMS 2045-49 N. HARLEM AVENUE CHICAGO, IL 60635	MARY FERRO 2045-49 N. HARLEM AVENUE CHICAGO, IL 60635	C-ANNUAL	8	1,436.00 (36) ***** SPONSOR ***** WILLIAM JP BANKS	900.00
91-3-0533	14-05-214-032	GLENAKE COURT CONDO. ASSN. 6043 N. KENMORE AVENUE CHICAGO, IL 60660	RAE ANN CEDRINE C/O B&K DEVELOPERS 1105 CENTURY OAKS DR. ELGIN, IL 60123	C-ANNUAL	7	9,437.83 (38) ***** SPONSOR ***** MARY ANN CEDRINE	3,437.83

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91-3-0534	14-05-403-023	SURFSIDE CONDOMINIUM 5015 N. SHERIDAN ROAD CHICAGO, IL 60660	C. U. STRAUS TULIP CORP. 1960 N. CLYBOURN CHGO, IL 60614	C-ANNUAL	6	6,118.40 (48)	6,118.40
91-3-0535	14-06-212-006	MUNCHESTER-HOOD GARDEN HOMES MUTUAL OWNERSHIP TRUST # R 794 1940 W. HOOD CHICAGO, IL 60660	CARRIE BUTLER C/O CASTLE MANAGEMENT 5619 N. FAIRFIELD CHICAGO, IL 60659	C-ANNUAL	7	2,164.80 (50)	2,164.80
91-3-0536	14-07-102-002	BALMORAL COURT TOWNHOMES CONDP ASSOCIATION 2100-36 W. BALMORAL CHICAGO, IL 60625	JOSEPH JAEGER C/O SHARON MCGILL 2106 W. BALMORAL CHICAGO, IL 60625	C-ANNUAL	1	4,200.00 (40)	2,050.00
91-3-0537	14-07-407-022	WINNEMAC WOLCOTT CONDOMINIUMS 5033 N. WOLCOTT 5033-37 N. WOLCOTT CHICAGO, IL 60640	GENEVIEVE H. BARTZ GENEVIEVE H. BARTZ 5037 N. WOLCOTT CHICAGO, IL 60640	C-ANNUAL	1	1,662.76 (40)	1,050.00
91-3-0538	14-08-403-029	918 W. WINONA CONDOMINIUMS 918 W. WINONA CHICAGO, IL 60640	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	4	1,756.00 (48)	1,756.00
91-3-0539	14-21-103-030	3800 N. LAKE SHORE DRIVE CONDOMINIUM 3800 N. LAKE SHORE DRIVE CHICAGO, IL 60613	C.U. STRAUS C/O TULIP CORPORATION 1418 N. LASALLE STREET CHICAGO, IL 60610	C-ANNUAL	6	8,143.00 (45)	7,125.00
91-3-0540	14-21-103-032	3700-20 N. LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION 3700-20 NORTH LAKE SHORE DR. CHICAGO, IL 60613	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	9	4,500.00 (03)	3,800.00
91-3-0541	14-21-106-034	663 WEST GRACE CONDO. ASSOC. 663 W. GRACE CHICAGO, IL 60613	ALBERTO C. RUMAN C/O ADVOCATE REALTY 4411 N. CLARK ST. CHICAGO, IL 60640	C-ANNUAL	7	2,779.84 (45)	2,779.84
91-3-0542	14-21-112-012	3520 LAKE SHORE DRIVE CONDO. 3520 LAKE SHORE DRIVE CHICAGO, IL 60657	C.U. STRAUS C/O TULIP CORPORATION 1418 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	7	8,330.00 (46)	8,330.00
91-3-0543	17-03-110-005	1235-45 ASTOR STREET BUILDING CORPORATION 1235-45 N. ASTOR STREET CHICAGO, IL 60610	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	6	2,062.35 (42)	675.00

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91-3-0544	17-03-201-075	CAMERON CONDOMINIUM ASSN. 21-31 E. ELM ST. CHICAGO, IL 60611	JEANNE JOSEPH C/O SOLAR REALTY GROUP LTD. 1 N. LASALLE ST. CHICAGO, IL 60602	C-ANNUAL	1,232.41 (42)	5 12	1,232.41 (42)	900.00
91-3-0545	17-03-201-076	LAKE SHORE DRIVE HOMEOWNERS ASSOCIATION 1100 N. LAKE SHORE DRIVE CHICAGO, IL 60611	C.W. STRAUS ASSOCIATION 1100 N. LAKE SHORE DRIVE CHICAGO, IL 60611	C-ANNUAL	4,690.24 (42)	7 76	4,690.24 (42)	4,690.24
91-3-0546	17-03-204-064	1000 CONDOMINIUM ASSOCIATION 1000 LAKE SHORE PLAZA CHICAGO, IL 60611	SUSAN D. HOFFMAN 1000 LAKE SHORE PLAZA CHICAGO, IL 60611	C-ANNUAL	6,399.56 (42)	8 135	6,399.56 (42)	6,399.56
91-3-0547	17-03-208-008	999 LAKE SHORE DRIVE CORP 999 N. LAKE SHORE DRIVE CHICAGO, IL 60611	THOMAS GORTER JR. C/O SUDLER AND COMPANY 875 N. MICHIGAN AVENUE CHICAGO, IL 60611	C-ANNUAL	4,870.00 (42)	6 18	4,870.00 (42)	1,800.00
91-3-0548	17-03-214-013	WALTON STREET APARTMENTS 227 E. WALTON PLACE CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	3,191.60 (42)	7 24	3,191.60 (42)	1,800.00
91-3-0549	17-03-221-011	222 E. CHESTNUT CONDO. ASSN. 222 E. CHESTNUT CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	3,383.82 (42)	6 46	3,383.82 (42)	3,383.82
91-3-0550	17-03-227-010	200 EAST FEARSON CORPORATION 200 E. FEARSON CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	1,343.60 (42)	5 10	1,343.60 (42)	750.00
91-3-0551	17-04-204-044	BURTON PLACE CONDOMINIUM ASSN. 1500 N. LASALLE CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	2,394.50 (42)	6 24	2,394.50 (42)	1,800.00
91-3-0552	17-04-205-055	BURTON COURT CONDOMINIUM 163 U. BURTON CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	956.80 (42)	5 5	956.80 (42)	375.00
91-3-0553	17-04-209-044	CARL SANDORF VILLAGE CONDO. 1360 & 1460 SANDORF CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	3,395.00 (42)	5 60	3,395.00 (42)	3,395.00



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91-3-0554	17-04-217-112	SUTTON PLACE TOWNHOMES 1300-14/1301-43 SUTTON PLACE CHICAGO, IL 60610	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL	3 50	427.68 (42)	427.68
91-3-0555	17-04-221-002	159 GRETHER CONDOMINIUM ASSN. 159 GRETHER CHICAGO, IL 60610	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL	6 14	1,113.91 (42)	1,050.00
91-3-0556	17-04-222-062	ELIOT HOUSE CONDOMINIUM ASSN. NO.4 1255 N. SANDBURG TERRACE CHICAGO, IL 60610	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL	9 304	21,850.60 (42)	21,850.60
91-3-0557	17-04-224-047	THE 100ERS CONDOMINIUM ASSOC. 1221 N. DEARBORN CHICAGO, IL 60610	C.U. STRAUS 1221 N. DEARBORN CHICAGO, IL 60610	C-ANNUAL	10 205	6,408.67 (42)	6,408.62
91-3-0558	17-04-224-048	1245 N. DEARBORN CONDO. ASSN. 1245 N. DEARBORN CHICAGO, IL 60611	BOB LEVIN C/O WOLFF-LEVIN 505 N. LASALLE - SUITE 350 CHICAGO, IL 60610	C-ANNUAL	3 10	1,096.00 (42)	750.00
91-3-0559	17-04-449-042	DEARBORN TERRACE CONDO. ASSN. 816-18 DEARBORN CHICAGO, IL 60610	C.U. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL	6 15	1,140.00 (42)	1,140.00
91-3-0560	17-09-226-015	55 WEST ERIE STREET CONDO ASSOC. 55 WEST ERIE STREET CHICAGO, IL 60610	JUDY ANN LUENTHOL C/O JUDY ANN LUENTHOL 55 WEST ERIE STREET CHICAGO, IL 60610	C-ANNUAL	1 9	936.00 (42)	675.00
91-3-0561	19-08-426-019	5418 S. MASSASOIT CONDO ASSN. 5418 S. MASSASOIT AVENUE CHICAGO, IL 60638	JUDY MASS C/O JUDY MASS 5418 S. MASSASOIT AVENUE CHICAGO, IL 60638	C-ANNUAL	5 9	596.00 (23)	596.00
91-3-0562	19-08-427-001	5429 S. MASSASOIT CONDO. ASSN. 5429 S. MASSASOIT CHICAGO, IL 60638	T.C. LAKE 5429 S. MASSASOIT CHICAGO, IL 60638	C-ANNUAL	6 9	543.00 (23)	543.00
91-3-0563	19-09-409-061	SOUTH LAFORTE CONDOMINIUM ASSOCIATION 5161 S. LAFORTE AVENUE CHICAGO, IL 60636	WALTER STASZAK C/O WALTER STASZAK 5161 S. LAFORTE AVENUE CHICAGO, IL 60636	C-ANNUAL	6 8	900.00 (23)	600.00

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CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-----EDIT  
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VOUCHER	PIN	DESCRIPTION	PAYEE	PERIOD	UNITS	REQUESTED AMOUNT	PAID AMOUNT
91-3-0564	19-18-302-071	FURBLOSS VIEW CONDOMINIUM 6230-60 S. HEULAND CHICAGO, IL 60615	JERRY MILDS C/O CONCEPT MANAGEMENT 834 N. LIVELY BLVD. ELK GROVE VILLAGE, IL 60007	C-ANNUAL	6	3,250.00 (23)	3,250.00
91-3-0565	19-19-202-001	VILLA COURT CONDOMINIUMS 6305-07 S. NASHVILLE CHICAGO, IL 60638	MARY JO DOLCE C/O MARY JO DOLCE 6307 S. NASHVILLE CHICAGO, IL 60638	C-ANNUAL	2	541.80 (23)	541.80
91-3-0566	19-19-208-039	6700 W. 64TH PLACE ASSOCIATION 6700 W. 64TH PLACE CHICAGO, IL 60638	JEAN GOLIAK C/O JEAN M. GOLIAK 6700 W. 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	6	734.18 (13)	450.00
91-3-0567	19-19-208-042	6714 W. 64TH PLACE CORPORATION 6714 W. 64TH PLACE CHICAGO, IL 60638	BERNICE INGRAM C/O BERNICE INGRAM 6714 W. 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	6	670.36 (41)	450.00
91-3-0568	19-19-208-044	6740 W. 64TH PLACE CORPORATION 6740 W. 64TH PLACE CHICAGO, IL 60638	HERBERT HOEFLINGER C/O HERBERT HOEFLINGER 6740 W. 64TH PLACE - UNIT 3W CHICAGO, IL 60638	C-ANNUAL	6	478.00 (23)	450.00
91-3-0569	19-19-208-047	6724 W. 64TH PLACE CORP 6724 W. 64TH PLACE CHICAGO, IL 60638	ARTHUR DI GULLIO C/O ARTHUR DI GULLIO 6724 W. 64TH PLACE CHICAGO, IL 60638-8000	C-ANNUAL	6	655.18 (23)	450.00
91-3-0570	19-19-208-050	THREE OAKS CONDOMINIUM ASSN. 6401-6425 S. OAK PARK AVE. CHICAGO, IL 60638	JAMES HOEFLINGER 6401-6425 S. OAK PARK AVE. CHICAGO, IL 60638	C-ANNUAL	6	1,304.00 (23)	1,304.00
91-3-0571	19-19-209-038	6612 WEST 64TH PLACE CORP. 6612 WEST 64TH PLACE CHICAGO, IL 60638	FLORENCE GOTTSCHALK C/O BEATRICE SMITH 6612 W. 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	7	898.08 (23)	450.00
91-3-0572	19-19-209-039	6616 W. 64TH PLACE CORP. 6616 W. 64TH PLACE CHICAGO, IL 60638	FRANCES CALLAHAN C/O FRANCES CALLAHAN 6616 W. 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	6	670.36 (23)	450.00
91-3-0573	19-19-209-040	6620 W. 64TH PLACE CORPORATION 6620 WEST 64TH PLACE CHICAGO, IL 60638	DOROTHY O'KEEFE C/O DOROTHY O'KEEFE 6620 WEST 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	5	650.16 (23)	450.00

C I T Y O F C H I C A G O  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-----FDII  
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VOUCHER	PIN	DESCRIPTION	PAYEE	RES. REQUESTED	PAYED
				# UNITS AMOUNT	AMOUNT
91-3-0574	19-19-209-041	6624 W. 64TH PLACE CORP. 6624 W. 64TH PLACE CHICAGO, IL 60638	NINETTE LIBRIZZI C/O NINETTE LIBRIZZI 6624 W. 64TH PLACE CHICAGO, IL 60638	6 6 655.34 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0575	19-19-209-042	6628 W. 64TH PLACE CORP. 6628 W. 64TH PLACE CHICAGO, IL 60638	MAUREEN SCIUS C/O CHARLENE MEYSER 6628 W. 64TH PLACE CHICAGO, IL 60638	6 6 598.12 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0576	19-19-209-043	6632 WEST 64TH PLACE CORP. 6632 WEST 64TH PLACE CHICAGO, IL 60638	THOMAS MUTH C/O MR. THOMAS MUTH 6632 WEST 64TH PLACE CHICAGO, IL 60638	6 6 622.20 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0577	19-19-209-045	6642 W. 64TH PLACE CORP. 6642 W. 64TH PLACE CHICAGO, IL 60638	JULIE BARTLEY ELVERA JELDERKS 6642 W. 64TH PLACE-UNIT 2E CHICAGO, IL 60638	6 6 509.68 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0578	19-19-209-046	6646 WEST 64TH PLACE CORP. 6646 W. 64TH PLACE CHICAGO, IL 60638	COLEEN FITZPATRICK C/O COLEEN FITZPATRICK 6646 W. 64TH PLACE CHICAGO, IL 60638	6 6 834.96 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0579	19-19-209-048	6654 W. 64TH PLACE CORPORATION 6654 W. 64TH PLACE CHICAGO, IL 60638	MS. ANN O'NEAL C/O MS. ANN O'NEAL 6654 W. 64TH PLACE CHICAGO, IL 60638	5 6 832.00 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00
91-3-0580	19-20-101-067	SHELBOURNE COURTS CONDO. ASSN. 6253-55 W. 63RD ST. CHICAGO, IL 60638	VERNE PECHUKAS C/O MR. WILLIAM FOLEY 6253 W. 63RD ST. CHICAGO, IL 60638	6 12 1,159.62 (23) ***** SPONSOR ***** JAMES J. LASKI	900.00
91-3-0581	19-20-202-047	MIDWAY ESTATES CONDO 5733 W. 63RD STREET CHICAGO, IL 60638	LINDA MONTELO 5733 W. 63RD STREET CHICAGO, IL 60638	5 6 449.60 (13) ***** SPONSOR ***** JOHN S. MAURZYK	149.60
91-3-0582	20-11-413-016	FOUR CORNERS IV CONDO. ASSN. 5338-44 S. KIMBARK AVENUE 1226-28 E. 94TH ST. CHICAGO, IL 60615	WALTER POPIELC C/O WALTER POPIELC 1228 E. 94TH ST. CHICAGO, IL 60615	2 18 1,412.00 (04) ***** SPONSOR ***** TONT FRECKINBLE	1,350.00
91-3-0583	20-12-108-038	CORNELL VILLAGE TOWNHOUSE CONDOMINIUM 5115-49 S. CORNELL CHICAGO, IL 60615	NOAH MULSTEIN C/O NOAH MULSTEIN PROP. MGMT. 333 N. MICHIGAN AVENUE CHICAGO, IL 60601	7 18 2,368.00 (04) ***** SPONSOR ***** TONT FRECKINBLE	1,350.00

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
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PAID  
AMOUNT

RES. REQUESTED  
AMOUNT

↓ UNITS

VOUCHER \*\*\* PTN \*\*\*\*\* DESCRIPTION \*\*\*\*\* PAYEE \*\*\*\*\*

\*\*\* TOTAL PAID \*\*\* 197,092.80 \*\*\* TOTAL PROCESSED \*\*\* 100

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 COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	PLN	DESCRIPTION	FAYEE	# UNITS	REQUESTED AMOUNT	PAID AMOUNT
14-21-106-033	*****	3700-20 N. LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION 3700-20 NORTH LAKE SHORE DR. CHICAGO, IL 60613	*****	9	4,500.00 (03)	3,900.00
		C.M. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614		*****	SPONSOR ***** DOROTHY J. TILLMAN	

\*\* SPONSOR TOTAL PAID \*\* 3,900.00

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VOUCHER	PIN	DESCRIPTION	PAYEE	PERIOD	UNITS	REQUESTED AMOUNT	PAID AMOUNT
20-11-109-010	4900 DREXEL BLVD. COOPERATIVE APARTMENTS CORPORATION	CARRIE GRAHAM APARTMENTS CORPORATION	4900 DREXEL BOULEVARD CHICAGO, IL 60615	B--SEMI--ANNUAL 10 07/91 THRU 12/31	60 (04)	214.50	214.50
20-11-413-016	FOUR CORNERS IV CONDO. ASSN.	WALTER POPIELEK C/O WALTER POPIELEK	1228 E. 54TH ST. CHICAGO, IL 60615	C--ANNUAL	2 18	1,412.00 (04)	1,350.00
20-12-106-038	CORNELL VILLAGE TOWNHOUSE CONDOMINIUM	NOAH MULSTEIN C/O ROAH MULSTEIN PROP. MGMT.	333 N. MICHIGAN AVENUE CHICAGO, IL 60601	C--ANNUAL	7 18	2,368.00 (04)	1,350.00

\*\* SPONSOR TOTAL PAID \*\* 2,914.50

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 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-----EDIT  
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VOUCHER	*** PIN ***	***** DESCRIPTION *****	***** PAYEE *****		# UNITS	RES. REQUESTED AMOUNT	PAID AMOUNT
19-19-208-039	7	6700 W. 64TH PLACE ASSOCIATION	JEAN GOLIAK	C-ANNUAL	6	734.18	450.00
		6700 W. 64TH PLACE	C/O JEAN M. GOLIAK			(13)	
		CHICAGO, IL 60638	6700 W. 64TH PLACE		***** SPONSOR *****		
			CHICAGO, IL 60638		JOHN S. NADURZYK		
19-20-202-047		MIDWAY ESTATES CONDO	LINDA MONTELO	C-ANNUAL	5	449.60	449.60
		5733 N. 63RD STREET	5733 N. 63RD STREET			(13)	
		CHICAGO, IL 60638	CHICAGO, IL 60638		***** SPONSOR *****		
					JOHN S. NADURZYK		

\*\*\* SPONSOR TOTAL PAID \*\* 899.60

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 COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	PIN	DESCRIPTION	PAYEE	ANNUAL	UNITS	REQUESTED AMOUNT	PAID AMOUNT
19-19-211-055	6416 W. 64TH PLACE ASSOCIATION	JANICE BANASIAK C/O JANICE BANASIAK 6416 W. 64TH PLACE CHICAGO, IL 60638	***** PAYEE *****	B-SEMI-ANNUAL 07/91 THRU 12/31	7	834.96 (23)	837.50
19-08-426-019	5418 S. MASSASOIT CONDO ASSN.	JUDY MASS C/O JUDY MASS 5418 S. MASSASOIT AVENUE CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	5	596.00 (23)	596.00
19-08-427-001	5429 S. MASSASOIT CONDO. ASSN.	T.C. LAKE 5429 S. MASSASOIT CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	6	543.00 (23)	543.00
19-09-409-061	SOUTH LAFORTE CONDOMINIUM ASSOCIATION	WALTER STASZAK C/O WALTER STASZAK 5161 S. LAFORTE AVENUE CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	6	900.00 (23)	900.00
19-10-302-071	PURGLOSS VIEW CONDOMINIUM	JERRY MILOS C/O CONCEPT MANAGEMENT 838 N. LIVERY BLVD. ELK GROVE VILLAGE, IL 60007	***** PAYEE *****	C-ANNUAL	6	3,250.00 (23)	3,250.00
19-19-202-001	VILIA COURT CONDOMINIUMS	MARY JO DOLCE C/O MARY JO DOLCE 6307 S. NASHVILLE CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	2	541.80 (23)	541.80
19-19-208-044	6740 W. 64TH PLACE CORPORATION	HERBERT HOEFLINGER C/O HERBERT HOEFLINGER 6740 W. 64TH PLACE - UNIT 3M CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	6	478.00 (23)	450.00
19-19-203-047	6724 W. 64TH PLACE CORP	ARTHUR DI GIULIO C/O ARTHUR DI GIULIO 6724 W. 64TH PLACE CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	6	655.18 (23)	450.00
19-19-200-050	THREE OAKS CONDOMINIUM ASSN.	JAMES HOEFLINGER 6401-6425 S. OAK PARK AVE. CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	6	1,304.00 (23)	1,304.00
19-19-209-038	6612 WEST 64TH PLACE CORP.	FLORENCE GOTTSCHALK C/O BEATRICE SMITH 6612 WEST 64TH PLACE CHICAGO, IL 60638	***** PAYEE *****	C-ANNUAL	7	853.08 (23)	450.00



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 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER--EDIT  
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VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	C-ANNUAL	# UNITS	RES. REQUESTED AMOUNT	PAID AMOUNT
19-19-209-039	6616 W. 64TH PLACE CORP.	FRANCES CALLAHAN	*****	C-ANNUAL	6	670.35 (23)	450.00
	6616 W. 64TH PLACE	6616 W. 64TH PLACE	***** SPONSOR *****				
	CHICAGO, IL 60638	CHICAGO, IL 60638	JAMES J. LASKI				
19-19-209-040	6620 W. 64TH PLACE CORPORATION	MORTHY O'KEEFE	*****	C-ANNUAL	5	850.16 (23)	450.00
	6620 WEST 64TH PLACE	C/O DOROTHY O'KEEFE	***** SPONSOR *****				
	CHICAGO, IL 60638	6620 WEST 64TH PLACE	JAMES J. LASKI				
19-19-209-041	6624 W. 64TH PLACE CORP.	NINETTE LIBRIZZI	*****	C-ANNUAL	6	656.34 (23)	450.00
	6624 W. 64TH PLACE	C/O NINETTE LIBRIZZI	***** SPONSOR *****				
	CHICAGO, IL 60638	6624 W. 64TH PLACE	JAMES J. LASKI				
19-19-209-042	6628 W. 64TH PLACE CORP.	MAUREEN SCILOS	*****	C-ANNUAL	6	598.12 (23)	450.00
	6628 W. 64TH PLACE	C/O CHARLENE MEISTER	***** SPONSOR *****				
	CHICAGO, IL 60638	6628 W. 64TH PLACE	JAMES J. LASKI				
19-19-209-043	6632 WEST 64TH PLACE CORP.	THOMAS MUTH	*****	C-ANNUAL	6	622.20 (23)	450.00
	6632 WEST 64TH PLACE	C/O MR. THOMAS MUTH	***** SPONSOR *****				
	CHICAGO, IL 60638	6632 WEST 64TH PLACE	JAMES J. LASKI				
19-19-209-045	6642 W. 64TH PLACE CORP.	JULIE BARTLEY	*****	C-ANNUAL	6	509.68 (23)	450.00
	6642 W. 64TH PLACE	ELVERA JELBERKS	***** SPONSOR *****				
	CHICAGO, IL 60638	6642 W. 64TH PLACE-UNIT 2E	JAMES J. LASKI				
19-19-209-046	6646 WEST 64TH PLACE CORP.	DOLEEN FITZPATRICK	*****	C-ANNUAL	6	834.96 (23)	450.00
	6646 W. 64TH PLACE	C/O COLEEN FITZPATRICK	***** SPONSOR *****				
	CHICAGO, IL 60638	6646 W. 64TH PLACE	JAMES J. LASKI				
19-19-209-048	6654 W. 64TH PLACE CORPORATION	MS. ANN O'NEAL	*****	C-ANNUAL	5	832.00 (23)	450.00
	6654 W. 64TH PLACE	C/O MS. ANN O'NEAL	***** SPONSOR *****				
	CHICAGO, IL 60638	6654 W. 64TH PLACE	JAMES J. LASKI				
19-20-101-067	SHELBOURNE COURTS CONDO. ASSN.	VERNE FECHUKAS	*****	C-ANNUAL	6	1,359.62 (23)	900.00
	6253-55 W. 63RD ST.	C/O MR. WILLIAM FULEY	***** SPONSOR *****				
	CHICAGO, IL 60638	6253 W. 63RD ST.	JAMES J. LASKI				

\*\* SPONSOR TOTAL PAID \*\* 13,022.30

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	# UNITS	REQUESTED AMOUNT	PAID AMOUNT
13-15-416-048		EAST OF EDENS CONDOMINIUM 4123 N. KEELER AVENUE CHICAGO, IL 60641	MARGOE RANEY C/O MARGOE RANEY 4123 N. KEELER AVENUE CHICAGO, IL 60641	6	1,775.00 (35)	1,775.00
				***** SPONSOR ***** MICHAEL A. WOJCIK		

\*\* SPONSOR TOTAL PAID \*\* 1,775.00



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VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	RES. REQUESTED	PAYD
				1 UNITS AMOUNT	AMOUNT
13-20-109-001	3821 N. NARRAGANSETT CONDO.	ARTHUR BARTOLO	R-SENI-ANNUAL 12	9 492.00	337.50
	ASSN.	C/O ARTHUR BARTOLO	07/91	(38)	
	3821 N. NARRAGANSETT	3821 N. NARRAGANSETT	THRU 12/31 ***** SPONSOR A*****		
	CHICAGO, IL 60634	CHICAGO, IL 60634	THOMAS W. COLLERTON		

\*\* SPONSOR TOTAL PAID \*\* 337.50

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 COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	****	PTN	*****	DESCRIPTION	*****	PAYEE	*****	#	RES.	REQUESTED	PAID
								UNITS	AMOUNT	AMOUNT	AMOUNT
13-02-102-046				LINCOLNWOOD TERRACE CONDO. ASSOCIATION 3825 W. DEVON AVENUE CHICAGO, IL 60659		LEE GRIER C/O HALLMARK AND JOHNSON 6160 N. CICERO AVENUE CHICAGO, IL 60646		5	15	1,252.00 (39) ***** SPONSOR ***** ANTHONY C. LAURIND	1,125.00
13-11-200-040				HOLLYWOOD PARK CONDOMINIUM ASSOCIATION 3433 W. BRYN MAWR CHICAGO, IL 60659		DIANE JAFFE C/O WALLACE AND ORTH 1511 SHERMAN EVANSTON, IL 60201		6	36	1,776.00 (39) ***** SPONSOR ***** ANTHONY C. LAURIND	1,776.00

\*\* SPONSOR TOTAL PAID \*\* 2,901.00

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	PIN	DESCRIPTION	PAYEE	C-ANNUAL	# UNITS	REQUESTED AMOUNT	PAID AMOUNT
13-12-213-047	*****	BALMORAL PLAZA CONDOMINIUMS 2606-10 W. BALMORAL CHICAGO, IL 60625	BURTON MARGOLIS C/O HALLMARK & JOHNSON 6160 N. CICERO CHICAGO, IL 60646		6	1,875.00 (90)	1,875.00
13-13-323-048	*****	MOZART VISTA CONDOMINIUM ASSN 4111 N. MOZART CHICAGO, IL 60618	ALICE S. LINK ALICE S. LINK 4111 N. MOZART CHICAGO, IL 60618		7	732.00 (40)	450.00
14-07-102-002	*****	BALMORAL COURT TOWNHOMES CONDP ASSOCIATION 2100-38 W. BALMORAL CHICAGO, IL 60625	JOSEPH JAEGER C/O SHARON MCGILL 2106 W. BALMORAL CHICAGO, IL 60625		1	4,200.00 (40)	2,850.00
14-07-407-022	*****	WINNEMAC WOLCOTT CONDOMINIUMS 5033 N. WOLCOTT 5033-37 N. WOLCOTT CHICAGO, IL 60640	GENEVIEVE H. BARTZ GENEVIEVE H. BARTZ 5037 N. WOLCOTT CHICAGO, IL 60640		1	1,662.76 (40)	1,050.00

\*\* SPONSOR TOTAL PAID \*\* 6,225.00

C I T Y O F C H I C A G O  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-----EDIT

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VOUCHER	**** PIN	***** DESCRIPTION	***** PAYEE	*****	RES. REQUESTED	PAID
					# UNITS	AMOUNT
12-11-121-033		BIRCHTREE MANOR CONDOMINIUM ASSOCIATION 8533-43 N. RASCHER CHICAGO, IL 60656	KATHERIN ECCLES ASSOCIATION 8533-43 N. RASCHER CHICAGO, IL 60656	A--SEMI--ANNUAL 7 1R 01/01 THRU 03/30 ***** SPONSOR ***** BRIAN G. DOHERTY	726.00 (41)	675.00
09-36-111-034		FRIENDLY VILLAGE #1 CONDO. ASSOCIATION 6864-70 NORTHWEST HIGHWAY CHICAGO, IL 60631	MORPHY MICHELINI ASSOCIATION 6864-70 NORTHWEST HIGHWAY CHICAGO, IL 60631	B--SEMI--ANNUAL 10 1R 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	438.40 (41)	428.40
09-36-111-045		FRIENDLY VILLAGE NUMBER 100 CONDOMINIUM ASSOCIATION 6852-58 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	RUSSELL GRECO CONDOMINIUM ASSOCIATION 6852-58 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B--SEMI--ANNUAL 12 1R 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	428.40 (41)	428.40
09-36-419-106		GLENMONT COURT CONDO. ASSN. 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	RUTH GRIESENAUER 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B--SEMI--ANNUAL 14 24 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	1,378.62 (41)	900.00
12-01-401-040		5950 QUELL CONDOMINIUM ASSN. 5950 N. ORELL CHICAGO, IL 60631	LENA CAPPETTO C/O LENA CAPPETTO 5950 N. ORELL - 48 CHICAGO, IL 60631	B--SEMI--ANNUAL 9 12 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	700.02 (41)	650.00
12-11-119-020		INNSBROOK CONDO BLDG. #1 5301-17 N. WELPHIA CHICAGO, IL 60656	ED BEAUREGARD 5301-17 N. WELPHIA CHICAGO, IL 60656	B--SEMI--ANNUAL 12 54 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	1,875.44 (41)	1,875.44
12-11-310-007		5147-51 N. EAST RIVER ROAD CONDOMINIUM ASSOCIATION 5147-51 N. EAST RIVER ROAD CHICAGO, IL 60656	CHARLES M. DANSENEAU C/O VANGUARD MANAGEMENT 1321 TOWER ROAD SCHAUMBURG, IL 60173	B--SEMI--ANNUAL 10 72 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	1,722.00 (41)	1,722.00
12-11-310-074		5139-43 NORTH EAST RIVER ROAD CONDOMINIUM ASSOCIATION 5139-43 NORTH EAST RIVER ROAD CHICAGO, IL 60656	MARLENA KONRAD C/O VANGUARD MANAGEMENT 1321 TOWER ROAD SCHAUMBURG, IL 60173	B--SEMI--ANNUAL 10 72 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	3,444.00 (41)	3,700.00
36-06-110-051		NIAGARA NORTH CONDO ASSOC. 6233 N. NIAGARA CHICAGO, IL 60631	MARIETTA GIAMBROME C/O MS. MARIETTA GIAMBROME 6233 N. NIAGARA CHICAGO, IL 60631	B--SEMI--ANNUAL 12 20 07/01 THRU 12/31 ***** SPONSOR ***** BRIAN G. DOHERTY	988.00 (41)	750.00
12-11-119-023		INNSBROOK CONDO #3 5337-53 N. WELPHIA CHICAGO, IL 60656	BRUCE LINDER C/O VANGUARD MANAGEMENT CORP 1321 TOWER ROAD SCHAUMBURG, IL 60173	C--ANNUAL 9 54 ***** SPONSOR ***** BRIAN G. DOHERTY	5,271.75 (41)	4,050.00

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12-11-310-075	*****	FOSTER CONDO ASSOCIATION 8701 W.FOSTER AVE. CHICAGO, IL 60656	JOSEPH A FOSTER 8701 W.FOSTER AVE. CHICAGO, IL 60656	C-ANNUAL	0 30	2,940.00 (41)	2,250.00
13-06-110-009	*****	NORWOOD MANOR CONDO. ASSN. 6121 NORTHWEST HIGHWAY CHICAGO, IL 60668	DON FUMO 6121 NORTHWEST HIGHWAY CHICAGO, IL 60668	C-ANNUAL	2 26	2,015.73 (41)	1,950.00
13-07-218-033	*****	HIGGINS TERRACE CONDO ASSN. 6540 WEST HIGGINS CHICAGO, IL 60656	MARY TRAIL C/O MARY C. TRAIL 6540 W. HIGGINS - IC CHICAGO, IL 60656	C-ANNUAL	11 8	1,740.00 (41)	600.00
19-19-208-042	*****	6714 W. 64TH PLACE CORPORATION 6714 W. 64TH PLACE CHICAGO, IL 60636	BERNICE INGRAM C/O BERNICE INGRAM 6714 W. 64TH PLACE CHICAGO, IL 60636	C-ANNUAL	6 6	670.36 (41)	450.00

\*\* SPONSOR TOTAL PAID \*\* 19,250.24

\*\*\*\*\* SPONSOR \*\*\*\*\*  
 BRIAN G. DOHERTY

\*\*\*\*\* SPONSOR \*\*\*\*\*  
 BRIAN G. DOHERTY

\*\*\*\*\* SPONSOR \*\*\*\*\*  
 BRIAN G. DOHERTY

\*\*\*\*\* SPONSOR \*\*\*\*\*  
 BRIAN G. DOHERTY



CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-EDIT  
 MEETING DATE 12/11/91 PERIOD 1990 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	PAYEE	RES. REQUESTED	PAID
*****	*****	*****	*****	# UNITS AMOUNT	AMOUNT
17-03-110-011	*****	THE SCOTT CONDOMINIUM ASSOC. 60-70 EAST SCOTT CHICAGO, IL 60610	JEFFREY ZYDLO C/O LATHOMUS AND CO. 15 E. SUPERIOR CHICAGO, IL 60611	R-SEMI-ANNUAL 9 60 1,371.13 (42) THRU 12/31 ***** SPONSOR ***** BURTON F. NATARUS	1,371.13
17-03-222-018	*****	860 LAKE SHORE DRIVE TRUST 860-80 N. LAKE SHORE DRIVE CHICAGO, IL 60611	C. WYN STRAUS C/O C.W. STRAUS 880 N. LAKESHORE DRIVE CHICAGO, IL 60611	R-SEMI-ANNUAL 12 285 3,599.49 (42) THRU 12/31 ***** SPONSOR ***** BURTON F. NATARUS	3,599.49
17-04-209-043	*****	LOWELL HOUSE CONDO ASSOC. 1355 N. SANDBURG TERRACE CHICAGO, IL 60610	CHRISTINE A. GIBBS C/O LOWELL HOUSE MANAGEMENT OFC 1355 N. SANDBURG TERRACE CHICAGO, IL 60610	R-SEMI-ANNUAL 13 252 3,512.16 (42) THRU 12/31 ***** SPONSOR ***** BURTON F. NATARUS	3,512.16
17-04-424-051	*****	NEUBERRY PLAZA CONDO. ASSOC. 1030 N. STATE STREET CHICAGO, IL 60610	TERRY BALDRIDGE 1030 N. STATE STREET CHICAGO, IL 60610	R-SEMI-ANNUAL 11 624 13,800.00 (42) THRU 12/31 ***** SPONSOR ***** BURTON F. NATARUS	13,800.00
17-03-110-005	*****	1235-45 ASTOR STREET BUILDING CORPORATION 1235-45 N. ASTOR STREET CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL 6 9 2,042.35 (42) ***** SPONSOR ***** BURTON F. NATARUS	2,042.35
17-03-201-075	*****	CAMERON CONDOMINIUM ASSN. 21-31 E. ELM ST. CHICAGO, IL 60611	JEANNE JOSEPH C/O SOLAR REALTY GROUP LTD. 1 N. LASALLE ST. CHICAGO, IL 60602	C-ANNUAL 5 12 1,232.41 (42) ***** SPONSOR ***** BURTON F. NATARUS	1,232.41
17-03-201-076	*****	LAKE SHORE DRIVE HOMEOWNERS ASSOCIATION 1100 N. LAKE SHORE DRIVE CHICAGO, IL 60611	C.W. STRAUS ASSOCIATION 1100 N. LAKE SHORE DRIVE CHICAGO, IL 60611	C-ANNUAL 7 75 4,690.24 (42) ***** SPONSOR ***** BURTON F. NATARUS	4,690.24
17-03-204-064	*****	1000 CONDOMINIUM ASSOCIATION 1000 LAKE SHORE PLAZA CHICAGO, IL 60611	SUSAN D. HOFFMAN 1000 LAKE SHORE PLAZA CHICAGO, IL 60611	C-ANNUAL 8 135 6,399.56 (42) ***** SPONSOR ***** BURTON F. NATARUS	6,399.56
17-03-208-008	*****	999 LAKE SHORE DRIVE CORP 999 N. LAKE SHORE DRIVE CHICAGO, IL 60611	THOMAS GORTER JR. C/O SUBLER AND COMPANY 875 N. MICHIGAN AVENUE CHICAGO, IL 60611	C-ANNUAL 6 18 4,370.20 (42) ***** SPONSOR ***** BURTON F. NATARUS	4,370.20
17-03-214-013	*****	MALION STREET APARTMENTS 227 E. WALTON PLACE CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	C-ANNUAL 7 24 3,191.60 (42) ***** SPONSOR ***** BURTON F. NATARUS	3,191.60

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CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
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VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	C-ANNUAL	RES. REQUESTED # UNITS	AMOUNT	PAID AMOUNT
17-03-221-011	222 E. CHESTNUT CONDO. ASSN. 222 E. CHESTNUT CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	6	46	3,383.62 (42)	3,383.62
17-03-227-010	200 EAST PEARSON CORPORATION 200 E. PEARSON CHICAGO, IL 60611	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	5	10	1,349.00 (42)	750.00
17-04-204-044	BURTON PLACE CONDOMINIUM ASSN. 1500 N. LASALLE CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	6	24	2,984.50 (42)	1,800.00
17-04-205-055	BURTON COURT CONDOMINIUM 163 W. BURTON CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	5	5	996.60 (42)	375.00
17-04-209-044	CARL SANDBURG VILLAGE CONDO. #3 1360 & 1460 SANDBURG CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	5	60	3,995.00 (42)	3,995.00
17-04-217-112	SUTTON PLACE TOWNHOMES 1300-54/1301-43 SUTTON PLACE CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	3	50	427.68 (42)	427.68
17-04-221-002	159 GOETHE CONDOMINIUM ASSN. 159 GOETHE CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	6	14	1,113.91 (42)	1,050.00
17-04-223-067	ELIOT HOUSE CONDOMINIUM ASSN. NO.4 1255 N. SANDBURG TERRACE CHICAGO, IL 60610	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	C-ANNUAL	9	324	21,850.60 (42)	21,850.60
17-04-224-047	THE TOWERS CONDOMINIUM ASSN. 1221 N. DEARBORN CHICAGO, IL 60610	C.W. STRAUS 1221 N. DEARBORN CHICAGO, IL 60610	C-ANNUAL	10	206	6,408.62 (42)	6,408.62
17-04-224-048	1245 N. DEARBORN CONDO. ASSN. 1245 N. DEARBORN CHICAGO, IL 60611	BOB LEVIN C/O MOLIN-LEVIN 505 N. LASALLE - SUITE 350 CHICAGO, IL 60610	C-ANNUAL	5	10	1,095.00 (42)	750.00

CITY OF CHICAGO  
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VOUCHER	PIN	DESCRIPTION	***** PAYER *****	REF. #	REF. AMOUNT	PAID AMOUNT
17-04-449-042		DEARBORN TERRACE CONDO. ASSN. 816-18 DEARBORN CHICAGO, IL 60610	L.H. STRAUS 720 HULLIP CORPORATION 1960 N. CLYBURN CHICAGO, IL 60614	3	1,140.00 (42)	1,140.00
17-09-236-015		55 WEST ERIE STREET CONDO ASSOC. 55 WEST ERIE STREET CHICAGO, IL 60610	JUDY ANN LOUENTHAL 720 JUDY ANN LOUENTHAL 55 WEST ERIE STREET CHICAGO, IL 60610	1	935.00 (42)	935.00

\*\* SPONSOR TOTAL PAID \*\* 80,703.00

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VOUCHER	PIN	DESCRIPTION	AMOUNT	PAID
17-03-1147003	*****	1212 LAKE SHORE DRIVE COMBO.	4,620.00	4,620.00
		ASSOCIATION		
		1212 N. LAKE SHORE DRIVE		
		CHICAGO, IL 60610		
		ROSEME LEONI		
		C/O SUBLER AND COMPANY		
		1212 LAKE SHORE DRIVE		
		CHICAGO, IL 60610		
		THRU 12/31 ***** SPONSOR *****		
		EDWIN M. ETENDUATH		

\*\* SPONSOR TOTAL PAID \*\* 4,620.00

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VOUCHER	PIN	DESCRIPTION	PAYEE	# UNITS	REQUESTED AMOUNT	PAID AMOUNT
13-15-416-047	*****	ROYDON MANOR CONDOMINIUM 4127-33 KEELER AVENUE CHICAGO, IL 60641	***** DOROTHY ORIGER C/O DOROTHY ORIGER 4131 N. KEELER #101 CHICAGO, IL 60641	3	1,100.00 (95)	1,100.00

\*\*\* SPONSOR TOTAL PAID \*\* 1,100.00

\*\*\*\*\* SPONSOR \*\*\*\*\*  
 PATRICK J. LEHAR

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VOUCHER	PIN	DESCRIPTION	PAYEE	# UNITS	REQUESTED AMOUNT	PAID AMOUNT
14-21-103-030	3800 N. LAKE SHORE DRIVE CONDOMINIUM 3800 N. LAKE SHORE DRIVE CHICAGO, IL 60613	C.M. STRAUS C/O TULIP CORPORATION 1418 N. LASALLE STREET CHICAGO, IL 60610	C-ANNUAL	6	8,143.00 (44)	8,125.00
14-21-106-034	663 WEST GRACE CONDO. ASSOC. 663 W. GRACE CHICAGO, IL 60613	ALBERTO C. RUMAN C/O ADVOCATE REALTY 4411 N. CLARK ST. CHICAGO, IL 60640	C-ANNUAL	7	2,779.84 (44)	2,779.84
14-21-112-012	3520 LAKE SHORE DRIVE CONDO. 3520 LAKE SHORE DRIVE CHICAGO, IL 60657	C.M. STRAUS C/O TULIP CORPORATION 1418 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	7	8,330.00 (44)	8,330.00

\*\* SPONSOR TOTAL PAID \*\* 19,234.84

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VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	#	UNITS	REQUESTED AMOUNT	PAID AMOUNT
17-03-201-066		1110 N. LAKE SHORE DRIVE HOMEOWNERS ASSOCIATION 1110 N. LAKE SHORE DRIVE CHICAGO, IL 60611	CHERYL PLISKINS HOMEOWNERS ASSOCIATION 1110 N. LAKE SHORE DRIVE CHICAGO, IL 60611	12	74	2,725.00 (48)	2,725.00
14-05-214-032		GLENLAKE COURT CONDO. ASSN. 6043 N. KENMORE AVENUE CHICAGO, IL 60660	RAE ANN DECRLE C/O R&R DEVELOPERS 1106 CENTURY OAKS DR. ELGIN, IL 60123	7	55	3,437.83 (48)	3,437.83
14-05-403-023		SURFSIDE CONDOMINIUM 5815 N. SHERIDAN ROAD CHICAGO, IL 60660	C. W. STRAUS TULIP CORP. 1960 N. CLYBOURN CHGO, IL 60614	6	168	6,118.40 (48)	6,118.40
14-08-403-029		918 W. WINONA CONDOMINIUMS 918 W. WINONA CHICAGO, IL 60640	C.W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60614	4	49	1,756.00 (48)	1,756.00

\*\* SPONSOR TOTAL PAID \*\* 14,037.23

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VOUCHER	PIN	DESCRIPTION	PAYEE	PERIOD	RES. UNITS	REQUESTED AMOUNT	PAID AMOUNT
11-30-317-042	*****	MERIDA MANOR CONDOMINIUM ASSN 2035-2037 WEST JARVIS CHICAGO, IL 60645	PAT FERGUSON C/O PAT FERGUSON 2037 W. JARVIS CHICAGO, IL 60645	8-SEMI-ANNUAL 07/01 THRU 12/31	5 6 ***** JOE MOORE	684.00 (49) SPONSOR *****	225.00
11-32-200-034	*****	RIVIERA CONDOMINIUM 1125-31 W. LUNT AVENUE CHICAGO, IL 60626	PHIL KANIA C/O PHIL J. KANIA 1125 LUNT AVENUE #101 CHICAGO, IL 60626	B-SEMI-ANNUAL 07/01 THRU 12/31	12 16 ***** JOE MOORE	1,039.70 (49) SPONSOR *****	675.00
11-32-201-028	*****	1134-36 W. FARWELL CONDO ASSOC 1134-36 W. FARWELL CHICAGO, IL 60626	PAULA RAZUMICH 1134-36 W. FARWELL CHICAGO, IL 60626	B-SEMI-ANNUAL 07/01 THRU 12/31	6 6 ***** JOE MOORE	348.00 (49) SPONSOR *****	225.00
17-04-208-031	*****	FAULKNER HOUSE CONDOMINIUM ASSOCIATION 70 W. BURTON PLACE CHICAGO, IL 60610	CHRISTINE A. GIBBS C/O FAULKNER HOUSE MGMT. OFC. 1355 N. SANDBURG TERRACE CHICAGO, IL 60610	B-SEMI-ANNUAL 07/01 THRU 12/31	12 224 ***** JOE MOORE	2,128.89 (49) SPONSOR *****	2,128.89
11-29-318-006	*****	SHERWIN ON THE LAKE CONDO. ASSOC. 1205 W. SHERWIN CHICAGO, IL 60626	ANDY MUELLER ASSOC. 1205 W. SHERWIN CHICAGO, IL 60626	C-ANNUAL	7 118 ***** JOE MOORE	3,040.00 (49) SPONSOR *****	3,040.00
11-31-203-023	*****	PARKLAND CONDO ASSOCIATION 1627 WEST TOUCHY CHICAGO, IL 60626	MICHAEL LORDO C/O ROSEN REALTY & NGMT. 5788 N. LINCOLN AVE. CHICAGO, IL 60659	C-ANNUAL	1 18 ***** JOE MOORE	1,115.50 (49) SPONSOR *****	1,115.50
11-32-102-015	*****	7120 N. SHERIDAN ROAD CONDO. ASSOCIATION 7120 N. SHERIDAN ROAD CHICAGO, IL 60626	ROBERT GARIBALDI C/O HALLMARK AND JOHNSON 2800 W. PETERSON AVENUE CHICAGO, IL 60659	C-ANNUAL	6 64 ***** JOE MOORE	2,016.60 (49) SPONSOR *****	2,016.60
11-32-327-009	*****	NEWGARD SQUARE CONDOMINIUM ASSOCIATION 6417-23 N. NEWGARD CHICAGO, IL 60626	PHILIP GREY ASSOCIATION 6423 N. NEWGARD CHICAGO, IL 60626	C-ANNUAL	4 12 ***** JOE MOORE	1,793.18 (49) SPONSOR *****	900.00
11-32-401-045	*****	1054-56 W. NORTH SHORE CONDO ASSOCIATION 1054 W. NORTH SHORE - #2E CHICAGO, IL 60626	SANDRA TAMILLOW ASSOCIATION 1054 W. NORTH SHORE - #2E CHICAGO, IL 60626	C-ANNUAL	7 6 ***** JOE MOORE	972.00 (49) SPONSOR *****	450.00

\*\* SPONSOR TOTAL PAID \*\* 10,775.99



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VOUCHER	PIN	DESCRIPTION	PAYEE	C-ANNUAL	# UNITS	RES. REQUESTED AMOUNT	PAID AMOUNT
10-36-105-027	*****	ESTES/WASHINGTON CONDOMINIUM ASSOCIATION 2701-03 ESTES CHICAGO, IL 60645	TOM LYNCH C/O TOM LYNCH 6731 N. KEOKA CHICAGO, IL 60645	C-ANNUAL	6 12	944.00 (50)	906.00
10-36-205-058	*****	FITCH PARK CONDOMINIUM ASSN. 2615-29 FITCH AVENUE CHICAGO, IL 60645	BURTON MARGOLIS C/O HALLMARK & JOHNSON PROP. 6160 N. LILEFO AVENUE CHICAGO, IL 60645	C-ANNUAL	6 30	1,474.00 (50)	1,474.00
10-36-407-037	*****	FRAIT-ARTESIAN CONDO. ASSN. 2415-25 W. PRAIRIE BLVD. 6747-61 N. ARTESIAN AVENUE CHICAGO, IL 60645	IRA WALDMAN C/O ALL SCOTT REALTY 7356 N. LINCOLN - SUITE 103 LINCOLNWOOD, IL 60460	C-ANNUAL	7 30	2,674.50 (50)	2,674.50
10-36-414-033	*****	ARTESIAN GARDENS CONDO ASSOC 6000 N ARTESIAN CHICAGO, IL 60645	ELIZABETH YOUNG 6600 N ARTESIAN CHICAGO, IL 60645	C-ANNUAL	7 9	1,353.00 (50)	675.00
11-30-307-093	*****	7522 1/2 RIDGE BLDG CO-OP 7522 1/2 NORTH RIDGE CHICAGO, IL 60645	OTMAR EFE 7522 1/2 NORTH RIDGE CHICAGO, IL 60645	C-ANNUAL	6 8	364.00 (50)	364.00
11-30-322-038	*****	7200 N. RIDGE AVE CONDO ASSOC 7200 N. RIDGE AVENUE CHICAGO, IL 60645	C. W. STRAUS C/O TULIP CORPORATION 1960 N. CLYBOURN CHICAGO, IL 60610	C-ANNUAL	6 38	2,544.00 (50)	2,544.00
11-31-118-010	*****	BELLMORE APIS. NORTH, INC. 2201-11 W. MORSE CHICAGO, IL 60645	IRA WALDMAN C/O ALL SCOTT REALTY CO. AGENTS 7366 N. LINCOLN AVE-SUITE 105 LINCOLNWOOD, IL 60466	C-ANNUAL	3 18	1,120.00 (50)	1,120.00
14-05-212-006	*****	WINCHESTER-1000 GARDEN HOMES MUTUAL OWNERSHIP TRUST # R 704 1940 W. HUDD CHICAGO, IL 60660	GARRIE BUTLER C/O CASTLE MANAGEMENT 5619 N. FAIRFIELD CHICAGO, IL 60659	C-ANNUAL	7 92	2,154.80 (50)	2,154.80

\*\* SPONSOR TOTAL PAID \*\* 11,915.30

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CITY OF CHICAGO  
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RES. REQUESTED  
# UNITS AMOUNT  
PAID  
AMOUNT

VOUCHER \*\*\*\* PIN \*\*\*\* \*\*\*\*\* DESCRIPTION \*\*\*\*\* PAYEE \*\*\*\*\*

\*\*\* TOTAL PAID \*\*\* 197,092.80 \*\*\* TOTAL PROCESSED \*\*\* 100



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CITY OF CHICAGO  
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VOUCHER REGISTER-----EDIT  
MEETING DATE 12/11/91 PERIOD 1991 CODE/S A.B.C

REF. REQUESTED PAID  
# UNITS AMOUNT AMOUNT

VOUCHER \*\*\*\* PIN \*\*\*\* \*\*\*\*\* DESCRIPTION \*\*\*\*\* PAYEE \*\*\*\*\*

\*\*\*\* TOTAL PAID \*\*\*\*      225.00      \*\*\*\* TOTAL PROCESSED \*\*\*\*      1



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PAYD  
AMOUNT

RES. REQUESTED  
\* UNITS \* AMOUNT

VOUCHER \*\*\* PIN \*\*\*\* \*\*\*\*\* DESCRIPTION \*\*\*\*\* PAYEE \*\*\*\*\*

\*\*\* TOTAL PAID \*\*\*      225.00      \*\*\* TOTAL PROCESSED \*\*\*      1

*Do Not Pass* -- SUNDRY CLAIMS FOR VARIOUS REFUNDS  
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,  
PERSONAL INJURY, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Finance/Small Claims Division, to which was referred on April 25, 1990 and subsequent sundry claims as follows:

Lois Welch

Robert B. Leonard

American Ambassador Cas. Ins. and Sterling Winters  
Cl. 1036360

Tosca Ciolkosz

Wolfgang Papier

Gustav and Maria Sundquist

United Service Auto Assn. and William Campbell  
Cl. 1433969

Allstate Ins. Co. and Neil Dinsmor  
Cl. 13-4380-330

Husni Khalifeh

Syed Ali

State Farm Ins. Co. and Jeffrey Pollack  
Cl. 13-4386-989

James Johnson

Alvin Goodman

Latonya Harris

James A. Hopkins

Susan Stallings

Julius Krol

Ulysses Towner

Henry Wilson

Regina Brown

Geans Johnson

State Farm Ins. Co. and Martin L. DePeder  
Cl. 13-5302-165

Jovanka Stevanovich

Marie Tierney

Larry T. Barlow

Allstate Ins. Co. and Karen Bonner  
Cl. 123-091-4481

Derek Jackson

Robert A. Sloan

Marva Litt

Allstate Ins. Co. and Nepolean Turner  
Cl. 123-0912-493

Juanita Hall

Thomas Hanson

John James

Warren Radke



Safeco Ins. Co. and Patrick Fornuto  
Cl. 24A-90299-1099

Allstate Ins. Co. and Charles Braverman  
Cl. 123-0897792

Ed Gorka

Lawrence J. Poli

Louis Marino

Vladimir Reznikov

Pamela Robison

Dusan Stevanovich

Max Wagner

James Foster

Aetna Life & Cas. Co. and Greater Cook County Ins.

Rainbow Apparel Co.

Juan Alvarez

Louis and Geraldine Dickson

Fireman's Fund Ins. Co. and Hilda Brown  
Cl. B770-p-91-045

Joseph C. Risby

Bernice Samuel

Debra Bivens

Bruce Biehr

Sandra Foreman

Richard Showers

American Ambassador Ins. and Dorothy Ellis  
Cl. AIL-0179444

American Family Ins. Group and Leroy Scott, Sr.  
Cl. 571-003827-229

Conrad Cross

John Frye

GEICO and Richard Calica  
Cl. 00178-64890101

Marvin Hendon

Philip E. Pegues

State Farm Ins. Co. and Divina Solar  
Cl. 13-L167-126

Candido Velgara

Rose I. Wilkins

Kevin Williams

Rocco and Kathleen LoCoco

Marie B. Wilson

American Family Ins. Co. and Douglas J. Kuziak  
Cl. 561-037567-321

Landon Anderson

Oswaldo Cunalata

Bruce Fleming

Raymundo Gelacio

Illinois Emacasco Ins. Co. and Kenneth Dufour  
Cl. MA1-015-806

Sheri Schneiderman

Perry Senopoulos

Robin Urbanski

Zygmunt W. Bielas

Allstate Ins. Co. and Hector Gonzalez  
Cl. 183-0287353

Allstate Ins. Co. and Cleve Washington  
Cl. 252-099058

American Ambassador Ins. Co. and Leslie Ellis  
Cl. AIL-0194045

American Ambassador Ins. Co. and Andrew Mozella  
Cl. AIL-0227505

Lee Florence

Devorn Grady

Robert A. Holstein

The Home Ins. Co. and The Salvation Army  
Policy BAF-166490

Joseph Kirsch

John J. Knapp

Thomas W. McComas

Christopher Mercer

Arniece Moore

Greg Richman

Martha Starks

State Farm Ins. Co. and Alexander Rosacaewski  
Cl. 13-L132-480

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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*Action Deferred* -- AUTHORIZATION FOR LEVY OF TAXES  
FOR YEAR 1992.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Austin, *Deferred* and ordered published:

CHICAGO, December 11, 1991.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of taxes for the year 1992, in the amount of \$620,961,000, 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.*

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago, Illinois (the "City"), is a municipal corporation and a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, The City has adopted its annual appropriation ordinance for the year 1992, pursuant to its powers granted by the constitution and laws of the State of Illinois; and

WHEREAS, It is now appropriate and in the best interests of the City to enact its tax levy ordinance for the year 1992 to become effective as provided herein; and

WHEREAS, It is appropriate that the tax levy ordinance for the year 1992 receive expeditious consideration by the City Council; now, therefore,

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

SECTION 1. The sum of Six Hundred Twenty Million, Nine Hundred Sixty-one Thousand Dollars (\$620,961,000) ascertained by the City Council as the total amount of appropriation heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 1992, is hereby levied for the year 1992 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1992, annexed to and made a part of this ordinance.

The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns.

*Appropriations For Expenditures And Amounts Levied  
For The Fiscal Year Beginning January 1, 1992  
And Ending December 31, 1992.*

Code	Description	Amounts Appropriated	Amounts Levied
	Bond Redemption and Interest Fund -- 508		
	Amounts to be levied in 1992 for the payment of bonds and interest on bonds:		
2005.0902	For interest on bonds	\$ 75,000	\$ 75,000
2005.0912	For payment of bonds	148,000	148,000
	Total for principal and interest	223,000	223,000
2020.0960	For loss in collection of taxes	2,000	2,000
	Total from Bond Redemption and Interest Fund -- 508	225,000	225,000
	Note Redemption and Interest Fund -- 509 Project Notes		
	Amounts to be levied in 1992 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes	32,000,000	32,000,000
2005.0962	For payment of interest on term notes	6,575,000	6,575,000

Code	Description	Amounts Appropriated	Amounts Levied
2005.0900	Total for principal and interest	\$ 38,575,000	\$ 38,575,000
2020.0960	For loss in collection of taxes	2,030,000	2,030,000
	Total from Note Redemption and Interest Fund -- 509	40,605,000	40,605,000
	Bond Redemption and Interest Fund -- 510		
	Amounts to be levied in 1992 for the payment of bonds and interest on bonds:		
2005.0902	For interest on term bonds	42,771,000	36,186,000
	Community Improvement and Development -- 1975		
	General Obligation, Series of April, 1981		
	General Obligation Project Bond -- 1985		
	Refunding Series -- 1987-B		
	Refunding Series -- 1985		
	Refunding Series -- 1991		
	Project Refunding Series -- 1987		
	Navy Pier Refunding		
2005.0912	Total for payment of bonds	18,425,000	15,589,000
2020.0960	For loss in collection of taxes	2,725,000	2,725,000
	Total from Bond Redemption and Interest Fund -- 510	63,921,000	54,500,000

Code	Description	Amounts Appropriated	Amounts Levied
	Tender Note Series Note Redemption and Interest Fund -- 512		
	Amounts to be levied in 1992 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes	\$ 273,064,000	\$ 273,064,000
2005.0998	For operating transfers out	5,000,000	
2020.0960	For loss in collection of taxes	14,372,000	14,372,000
	Total from Note Redemption and Interest Fund -- 512	292,436,000	287,436,000
	Municipal Employees' Annuity and Benefit Fund -- 681		
2025.0976	For the City's contribution to employees' annuity and benefit fund	123,173,000	106,052,000
	Laborers' and Retirement Board of Employees' Annuity and Benefit Fund -- 682		
2025.0976	For the City's contribution to employees' annuity and benefit fund	16,835,000	13,300,000
	Policemen's Annuity and Benefit Fund -- 683		
2025.0976	For the City's contribution to employees' annuity and benefit fund	85,375,000	72,568,000



Code	Description	Amounts Appropriated	Amounts Levied
	<b>Firemen's Annuity and Benefit Fund -- 684</b>		
2025.0976	For the City's contribution to employees' annuity and benefit fund	\$ 39,380,000	\$ 33,473,000
	<b>Public Building Commission Fund -- 641</b>		
2005.0915	Department of Law/31 For payment of leases	457,000	328,000
2005.0915	Department of Health/41 For payment of leases	28,000	20,000
2005.0915	Department of Fire/59 For payment of leases	664,000	476,000
	<b>Department of Streets and Sanitation</b>		
2005.0915	Bureau of Sanitation/81-1015 For payment of leases	7,000	5,000
2005.0902	For interest on bonds	1,022,000	733,000
2005.0912	For payment of bonds	4,902,000	3,518,000
2020.0960	For loss in collection of taxes	268,000	268,000
	<b>Total for Public Building Commission Fund -- 641</b>	<b>7,348,000</b>	<b>5,348,000</b>
	<b>Library Bond Redemption and Interest Fund -- 568</b>		
	<b>Amounts to be levied in 1992 for the payment of bonds and interest on bonds:</b>		

Code	Description	Amounts Appropriated	Amounts Levied
2005.0902	For interest on bonds	\$ 19,500,000	\$ 7,081,000
2020.0960	For loss in collection of taxes	373,000	373,000
	Total from Library Bond Redemption and Interest Fund -- 568	19,873,000	7,454,000
Total Tax Levy:			\$620,961,000

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose as set forth in the annual appropriation ordinance adopted for the City for the year 1992.

SECTION 3. The City Clerk is directed to file certified copies of this ordinance, together with copies of the annual appropriation ordinance for the year 1992, with the County Clerk of Cook County and the County Clerk of DuPage County.

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

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**COMMITTEE ON AVIATION.**

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**AUTHORIZATION FOR EXECUTION AND DELIVERY OF AIRPORT  
USE AGREEMENT AND TERMINAL FACILITIES LEASE  
AND AMENDMENT TO AIRPORT USE AGREEMENT  
AND TERMINAL FACILITIES LEASE WITH  
ANY AIRLINE AT CHICAGO  
MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Aviation, having had under consideration a communication from the Department of Aviation, Commissioner Jay R. Franke, an ordinance authorizing the execution and delivery of an Airport Use Agreement and Terminal Facilities Lease and an amendment to an Airport Use Agreement and Terminal Facilities Lease by and between the City of Chicago and any airline, begs leave to recommend that Your Honorable Body do *Pass* this proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the committee present with no dissenting votes.

Respectfully,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "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 (the "Constitution") having a population in excess of 25,000, and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

WHEREAS, It is necessary and advisable for the City to enter into an Airport Use Agreement and Terminal Facilities Lease substantially in the form presented to this meeting (a "Use Agreement") and an Amendment to Airport Use Agreement and Terminal Facilities Lease substantially in the form presented to this meeting (an "Amendment") with various airlines pertaining to each such airline's rights and privileges at the Airport; and

WHEREAS, It is advisable for the Use Agreement and the Amendment to be executed concurrently; and

WHEREAS, The City deems it in the public interest and beneficial to itself and the operation of the Airport to be authorized to execute such a Use Agreement and an Amendment with any airline; now, therefore,

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

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

SECTION 2. The Mayor or his proxy is hereby authorized to execute, the City Clerk to attest and the City Comptroller and the Commissioner of Aviation to approve, upon the approval of the Corporation Counsel as to form and legality, (i) a Use Agreement and (ii) an Amendment, each by and between the City and any airline designated by the Commissioner of Aviation and each in substantially the form presented to this meeting, with such Exhibits B and F relating to such Airline's Premises (as defined in the Use Agreement) attached to the Use Agreement as the Commissioner of Aviation shall deem appropriate, and with such revisions and other provisions as shall be approved by the officer executing the same, with such execution constituting conclusive evidence of such officer's approval and the City Council's approval of the Use Agreement and the Amendment, respectively. Notwithstanding the foregoing, the Use Agreement and the Amendment shall be executed concurrently.

SECTION 3. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things, including the execution of any ancillary documents pertaining to the Use Agreement and the Amendment, as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

Airport Use Agreement and Terminal Facilities Lease and Amendment to Airport Use Agreement and Terminal Facilities Lease attached to this ordinance read as follows:

*Airport Use Agreement And Terminal Facilities Lease  
Between The City Of Chicago And*

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This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois ("City") and \_\_\_\_\_, a Delaware corporation ("Airline").

*Witnesseth:*

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease space to Airline and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, For and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

*Article I.*

*Definitions.*

Section 1.01 Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Actual Costs" means, for any Fiscal Year, the sum of: (i) O. & M. Costs incurred during such Fiscal Year; (ii) the Capital Funds Contribution for such Fiscal Year; and (iii) the Emergency Reserve Fund Contribution for such Fiscal Year.

"Actual Revenues" means, for any Fiscal Year, the sum of: (i) total revenues from operations of the Terminal Building and the Airfield, including, without limiting the generality of the foregoing, Base Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03(a) during such Fiscal Year; and (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02(b) during such Fiscal Year.

"Agreement" means this Airport Use Agreement and Terminal Facilities Lease.

"Airfield" means the Airport excluding the Terminal Building as shown on Exhibit A.

"Airline Party" means, at any time, Airline and each other commercial passenger airline actively engaged in the air transportation business at the Airport who then has an Airport Use Agreement in effect with City.

"Airline's Premises" means the Exclusive Use Premises and the Preferential Use Premises.

"Airport Use Agreement" means (i) this Agreement and (ii) any agreement for the lease of space or the use of facilities of the Airport substantially the same as this Agreement.

"Alternative Landing Fee Rate" means (a) for Fiscal Years 1985 and 1986, One Dollar and Fifty Cents (\$1.50), (b) for Fiscal Year 1987, \$1.50 multiplied by a fraction, the numerator of which is the C.P.I. for 1986 and the denominator of which is the C.P.I. for 1984, and (c) for Fiscal Years 1988 and thereafter, the Alternative Landing Fee Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

"Annual Audit" means Annual Audit as defined in Section 5.06.

"Base Rent" means Base Rent as defined in Section 3.01.

"Capital Costs" means for a Fiscal Year costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid or any source outside this or any other Airport Use Agreement.

"Capital Funds" means the Capital Reserve Fund and the Capital Project Fund created pursuant to Section 14.01.

"Capital Funds Contribution" means, for Fiscal Year 1985, \$500,000, and for any Fiscal Year thereafter, the greater of (i) \$300,000 or (ii) an amount equal to five percent (5%) of the O. & M. Costs for such Fiscal Year, designated as such by City.

"Capital Improvements" means (i) the projects set forth in Exhibit D hereto, without regard to the dollar amounts set forth opposite such projects, (ii) the projects set forth in Exhibit E hereto, without regard to the dollar amounts set forth opposite such projects, as Government Grants-in-Aid not less than the amounts shown on Exhibit E are from time to time available therefor, and (iii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest.

"Capital Project Fund Capital Costs" means Capital Costs paid from the Capital Project Fund.

"Carrier" means any commercial passenger airline, including Airline and any other Airline Party.

"City" means the City of Chicago, Illinois acting from time to time through its Commissioner of Aviation.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of City, any successor to the duties of such official, and his duly authorized assistants.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of City, any successor to the duties of such official, and his duly authorized assistants.

"C.P.I." means, for any Fiscal Year, the average of the Consumer Price Index-Seasonally Adjusted U. S. City Average For All Items For All Urban Consumers (1967=100) as published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor for each of the months in the Previous Fiscal Year.

"C.P.I. Rate" means, for any Fiscal Year, a fraction, the numerator of which is the C.P.I. for the Previous Fiscal Year and the denominator of which is the C.P.I. for the Fiscal Year immediately preceding the Previous Fiscal Year.

"Emergency Reserve Fund Contribution" means, for any Fiscal Year, an amount equal to the lesser of: (i) Five Hundred Thousand Dollars (\$500,000); or (ii) the amount, if any, by which one-half (1/2) of the sum of the O. & M. Costs and the Capital Funds Contribution for such Fiscal Year exceeds the balance of the Emergency Reserve Fund as of the last day of the Previous Fiscal Year.

"Equipment" means Equipment as defined in Section 17.01.

"Exclusive Use Premises" means the Exclusive Use Premises, as shown on Exhibit B hereto.

"Fee Landing" means any landing at the Airport of an aircraft except an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

"Gate" means any portion of the Preferential Use Premises designated as a Gate in Exhibit B hereto.

"Government Grants-in-Aid" means those monies granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements at the Airport; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"Interest Rate" means a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by The First National Bank of Chicago, at any time said bank does not announce a



"corporate base rate", the rate of interest charged by said bank to its most creditworthy customers.

"Landing Fee" means Landing Fee as defined in Section 5.01.

"Landing Fee Rate" means the Landing Fee Rate as defined in Section 5.02.

"Majority-in-Interest" means, at any time during any Fiscal Year, any one or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Landing Fees paid by all Airline Parties for the Previous Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party during any time that an Event of Default that has occurred with respect to such Airline Party is continuing, and City has given written notice of such Event of Default to such Airline Party.

"Midyear Projection" means the Midyear Projection as defined in Section 5.05.

"Non-Party" means any person who is not a party to an Airport Use Agreement.

"New Construction" means New Construction as defined in subsection 2.05(b).

"O. & M. Capital Costs" means, for any Fiscal Year, Capital Costs not paid from the Capital Funds or Government Grants-in-Aid.

"O. & M. Costs" means, for any Fiscal Year, (i) O. & M. Capital Costs and (ii) the costs to City of operation and maintenance of the Airport during such Fiscal Year, including, without limiting the generality of the foregoing, personnel costs and benefits, services, purchases of equipment, supplies and materials.

"Preferential Use" means Preferential Use as defined in subsection 2.02(c).

"Preferential Use Premises" means the Preferential Use Premises as shown on Exhibit B hereto.

"Previous Fiscal Year" means, at any time, the immediately preceding Fiscal Year. Whenever the C.P.I. Rate or any historical financial data for a Previous Fiscal Year have not yet been finally determined, City shall reasonably estimate such C.P.I. Rate or historical financial data, to be adjusted as and when the actual C.P.I. Rate is determined or the historical financial data is compiled in an Annual Audit, as the case may be.

**"Projected Costs"** means, for any Fiscal Year, the sum of: (i) O. & M. Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; and (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year.

**"Projected Landing Fee Rate"** means, for any Fiscal Year or any portion of a Fiscal Year, the Projected Net Deficit for such Fiscal Year (as adjusted by a Midyear Projection, if any) divided by one one-thousandth (1/1000) of the total of the F.A.A. certificated maximum landing weights of all Airline Party aircraft projected to land in Fee Landings during such Fiscal Year.

**"Projected Net Deficit"** means, for any Fiscal Year, the amount, if any, by which Projected Costs for such Fiscal Year exceeds Projected Revenues for such Fiscal Year.

**"Projected Revenues"** means, for any Fiscal Year, the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent under Airport Use Agreements, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport.

**"Public Facilities"** means all space, improvements, facilities, equipment and services now or hereafter provided by City for public use at or in connection with the Terminal Building, including, without limitation, public passenger walkways, public lobbies, public lounges, public waiting rooms, public hallways, stairways, public rest rooms and other public conveniences.

**"Ramp Area"** means any portion of the Preferential Use Premises designated as a Ramp Area in Exhibit B hereto.

**"Related Parties"** means, with respect to Airline or any Sharing Airline, (i) such airline's employees, agents, and its or their suppliers of materials and furnishers of services, (ii) any wholly-owned subsidiary of such airline engaged in aviation-related activities, and (iii) the employees, agents, and suppliers of materials and furnishers of service to any wholly-owned subsidiary of such airline engaged in aviation-related activities.

**"Shared Gate"** means any Gate, holdroom area and Ramp Area which Airline shares pursuant to subsection 2.02(c).

**"Shared Premises"** means the aggregate amount of the Preferential Use Premises the use of which is shared with another Carrier pursuant to Section 2.02 hereof.

"Sharing Agreement" means Sharing Agreement as defined in subsection 2.02(c).

"Sharing Airline" means any Carrier who enters into a Sharing Agreement with Airline pursuant to subsection 2.02(c).

"Terminal Building" means the Terminal Building located at the Airport as shown on Exhibit B.

"Terminal Use Charge" means Terminal Use Charge as defined in Section 4.01.

## *Article II.*

### *Premises.*

#### Section 2.01 Lease Of Exclusive Use Premises.

- (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to, the exclusive use of the Exclusive Use Premises.
- (b) As of the date of this Agreement, the Exclusive Use Premises comprise the number of square feet set forth on Exhibit F hereto.

#### Section 2.02 Lease Of Preferential Use Premises.

(a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to the Preferential Use of the Preferential Use Premises.

(b) As of the date of this Agreement, the Preferential Use Premises comprise the number of square feet of holdroom space and Ramp Area respectively, set forth on Exhibit F hereto.

(c) With respect to any Gate, "Preferential Use" means that Airline shall offer to any other Carrier the opportunity to share such Gate (including, but not limited to holdroom space, Ramp Area, passenger loading bridges and fuel facilities relating to such Gate) and shall share such Gate with one or

more other Carriers whenever reasonable and possible. In determining whether the use by another Carrier is reasonable and possible, the following factors ("Sharing Criteria") may be considered: (i) the compatibility of the proposed operations of such other Carrier with those of Airline, (ii) the operations of those with whom Airline has subleases or handling agreements, (iii) Airline's existing and immediate future flight schedules, (iv) labor relations, (v) any court order substantially affecting Airline's use of the Airport, (vi) any order, rule or regulation or the taking of action or the refusal to take action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, and (vii) the reasonable and possible availability of other Gates at the Airport for use by other Carriers. Should Airline refuse another Carrier the opportunity to use one or more Gates, City, acting by and through the Commissioner of Aviation, may review Airline's Gate usage. If the Commissioner of Aviation reasonably determines on the basis of the Sharing Criteria and Airline's reasons for such refusal that Airline unreasonably refused usage by such Carrier, the Commissioner of Aviation may immediately require Airline to permit such Carrier to use such Gates as shall be designated by City, during those periods of time City in its sole discretion deems feasible, reasonable and possible, subject to such Carrier's execution of a Sharing Agreement with Airline, and subject to the Commissioner of Aviation's review and approval of said agreement. No Sharing Agreement shall directly or indirectly require a Sharing Airline to pay to Airline for use of any premises an amount greater than a pro rata share of Airline's expenses with respect to the premises being shared by such Sharing Airline, including, without limitation, Airline's labor, repair and maintenance expenses, Airline's Base Rent, Airline's Terminal Use Charges (but not Airline's Landing Fees), and interest and depreciation which are allocated by Airline to such premises in accordance with generally accepted accounting principles, plus an administrative fee of fifteen percent (15%) of such pro rata share of Airline's expenses; and no Sharing Agreement shall impose on a Sharing Airline unreasonable expenses, payments, terms or conditions.

(d) Any Sharing Airline shall have the right to use the portion of Shared Premises to which its Sharing Agreement relates for the carrying on of operations and activities reasonably necessary and convenient to the conduct by such Sharing Airline of its air transportation business, including, without limiting the generality of the foregoing, the display of removable signs identifying such Sharing Airline during such Sharing Airline's use of the Shared Premises; provided, however, that such right of use shall be subject to the compliance by such Sharing Airline with the terms of the Sharing Agreement, and provided further that such right of use by any Sharing Airline shall in no way limit Airline from improving Airline's Preferential Use Premises to conform such space with Airline's corporate identity.

(e) Any dispute regarding the use of the Preferential Use Premises shall be resolved by City, acting through the Commissioner of Aviation.

Consistent with this section, no such resolution shall impair or limit Airline's rights hereunder.

**Section 2.03 Use Of Space.**

(a) The use by Airline and its Related Parties of Airline's Premises shall include the use thereof for the following purposes:

(1) the maintenance and operation, in connection with the conduct by Airline of its air transportation business, of ticketing, passenger and baggage handling facilities, and reservation offices;

(2) the training of personnel in the employ of or under the direction of Airline;

(3) the maintenance and operation of facilities and equipment, the carrying on of activities reasonably necessary or convenient in connection with the foregoing, and the furnishing of all passenger amenities and services incidental thereto, including, without limitation, the furnishing of alcoholic or other beverages to members of an Airline-sponsored club in Airline's private customer relation facilities designed specifically for such members ("Airline's Private Customer Relation Facilities"); provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in Airline's Private Customer Relation Facilities; and

(4) the carrying on of any other operations and activities reasonably necessary or convenient to the conduct by Airline of its air transportation business; provided, however, that all such other operations and activities shall be subject to the reasonable approval of the Commissioner of Aviation.

(b) The foregoing shall not permit the use by Airline of Airline's Premises for (i) the sale of air travel insurance, (ii) the operation of public restaurants, (iii) the carrying out of merchandising operations other than the sale of travel-related merchandise (such as flight bags) bearing Airline's name, trademark or service mark, (iv) the conduct of any car rental or ground transportation business or the operation of motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport, except as provided in Exhibit C, or (v) the conduct of any business separate from Airline's operation of an air transportation business.

(c) Unless otherwise specifically authorized in writing by City, Airline will not (i) conduct passenger loading and unloading operations except at the

Gates leased under this Agreement using the Ramp Area leased under this Agreement, or (ii) provide fixed-based operator services except on Airline's Premises.

#### Section 2.04 Public Facilities.

City grants to Airline and its Related Parties the right to use the Public Facilities in common with others, subject to rules and regulations promulgated by City.

#### Section 2.05 Substitution Of Space; New Construction; Surrender Of Space; Additional Space.

(a) Airline and City may from time to time agree in writing upon the substitution of space in the Terminal Building or elsewhere at the Airport for all or any part of Airline's Premises then leased hereunder.

(b) City is considering modifications to the Airport ("New Construction"), including the construction of a new terminal facility or the substantial rehabilitation of the Terminal Building, during the term of this Agreement. In the event that New Construction consists of replacement of all or substantially all of the Terminal Building, then Section 6.04 applies, notwithstanding the following provisions in this subsection 2.05(b). Airline agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, Airline shall surrender its right to use such space under this Agreement. City agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, City will provide to Airline, prior to termination of Airline's right to use such space, equivalent space at the Airport of equal area satisfactory to Airline, on the same terms and conditions as are herein provided; provided, however, that Airline's determination as to whether substitute space provided hereunder is satisfactory shall be reasonable, and shall take into consideration the limitations imposed on City by the New Construction. Airline shall have the right to review any New Construction taking place in Airline's Premises.

(c) In the event of surrender of any of Airline's Premises in substitution for other space at the Airport, Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from City of such substitution, all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by Airline and such other fixtures and construction of a temporary nature installed therein by Airline as the Commissioner of Aviation and the Commissioner of Public Works may require; provided, however, that Airline shall have sixty (60) days from receipt of notice under

this subsection 6.05(c) to remove from surrendered spaces Airline's passenger loading bridges.

(d) The costs to Airline of relocation as a result of New Construction shall be estimated by City after consultation with Airline and shall be Capital Costs relating to the New Construction.

(e) As and when any substitute or additional space is available at the Airport for use by Carriers, City shall, insofar as is not inconsistent with its program of improvements, the needs and desires of other Carriers and the prudent and efficient operation of the Airport by City, afford Airline the opportunity to lease hereunder a portion of such substitute or additional space at least equal in square footage and in linear feet of gate frontage to the amount of square footage and linear feet of gate frontage originally leased hereunder; provided, however, that Airline shall not be obligated to lease any substitute or additional space offered to Airline hereunder.

(f) Any space on the Airport leased to Airline in substitution for or as additional space to be included among either the Exclusive Use Premises or the Preferential Use Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

#### Section 2.06 Ingress And Egress; Right To Purchase Property.

Subject to this Agreement and to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from Airline's Premises for Airline and its Related Parties and its or their equipment, vehicles, machinery, and other property, and, except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline or its Related Parties for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's air transportation business or exercising any right or privilege granted by City hereunder. City or its concessionaires may make and collect a charge for (i) the use of automobile parking areas or sightseeing facilities, (ii) the use of ground transportation to or from the Airport furnished by City or its concessionaires, (iii) ingress to the Airport by persons supplying flight kitchen services to Airline, (iv) ingress to the Airport by persons furnishing ground transportation service to Airline, or (v) the furnishing or sale by City

or its concessionaires to the public at the Airport of services, insurance, food, and merchandise, or imposing a percentage fee payable to City by any fixed-base operator who provides fueling or other services to Airline at the Airport. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any supplier of its choice.

**Section 2.07 Conduct Of Luggage Handling And Ticketing Operations For Other Carriers.**

(a) With the prior written consent of the Commissioner of Aviation, Airline may contract with any other Carrier to handle such Carrier's luggage and ticketing operations to the same extent as Airline is entitled to conduct such operations on its own behalf in connection with its conduct of its air transportation business.

(b) Airline may further sublease any (but not all) space leased to Airline under this Article II to another Carrier only for the uses and upon the terms herein set forth and provided that in each instance written approval of the Commissioner of Aviation be first obtained.

*Article III.*

*Rent.*

**Section 3.01 Base Rent.**

(a) Airline shall pay to City throughout the term of this Agreement as rent for Airline's Premises (other than the Ramp Area) the Base Rent Rate per square foot per annum (in the aggregate, "Base Rent") for the number of square feet of Terminal Building space set forth on Exhibit F hereto. One-twelfth of the Base Rent shall be due and payable each month in advance.

(b) For the Fiscal Year ending December 31, 1985, the Base Rent Rate shall be Five Dollars (\$5). For each Fiscal Year thereafter, the Base Rent Rate shall be the Base Rent Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

**Section 3.02 Payment Of Base Rent.**

City each month shall furnish Airline with an invoice setting forth the



amount of Base Rent due and payable from Airline for the next ensuing month. Base Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

#### Section 3.03 Proration.

Notwithstanding the foregoing, if any rental commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund of rental for such month shall be made as promptly as practicable.

#### Section 3.04 Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

#### Section 3.05 Adjustment Of Square Footage in Airline's Premises.

The number of square feet comprising Airline's Premises in the Terminal Building may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

### *Article IV.*

#### *Terminal Use Charge.*

##### Section 4.01 Terminal Use Charge.

(a) Airline shall pay to City with respect to Airline's Premises a terminal use charge ("Terminal Use Charge"). The Terminal Use Charge is based primarily on the cost of maintaining and operating Airline's Premises, including, without limiting the generality of the foregoing, the cost of

insurance, security, utilities, housekeeping and ordinary maintenance of these areas and a proportionate share of the Terminal Building concourse areas which directly support Airline's operations. One-twelfth of the Terminal Use Charge shall be due and payable each month in advance.

(b) The Terminal Use Charge for Fiscal Year 1985 shall be:

(i) Five Dollars (\$5) per square foot for Airline's Premises other than the Ramp Area, consisting of the number of square feet of Terminal Building Space set forth on Exhibit F hereto; and

(ii) Fifty Cents (\$0.50) per square foot for the Ramp Area, consisting of the number of square feet set forth on Exhibit F hereto.

For each Fiscal Year thereafter, the Terminal Use Charge shall be the Terminal Use Charge for the Previous Fiscal Year multiplied by the C.P.I. Rate.

#### Section 4.02 Payment Of Terminal Use Charge.

City each month shall furnish Airline with an invoice setting forth the amount of Terminal Use Charge due and payable from Airline for the next ensuing month. The Terminal Use Charge for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

#### Section 4.03 Proration.

Notwithstanding the foregoing, if any Terminal Use Charge commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, the Terminal Use Charge for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund of Terminal Use Charge for such month shall be made as promptly as practicable.

#### Section 4.04 Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

**Section 4.05 Adjustment Of Square Footage In Airline's Premises.**

The number of square feet comprising Airline's Premises may be adjusted by City from time to time to reflect (a) results of City's field verification of square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

*Article V.*

*Landing Fees.*

**Section 5.01 Landing Fees.**

Airline shall pay to City throughout the term of this Agreement at the times and in the manner provided in this Article V, a fee ("Landing Fee") for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the F.A.A. certificated maximum landing weight of such aircraft divided by one thousand (1,000) and (ii) the Landing Fee Rate.

**Section 5.02 Landing Fee Rate.**

The Landing Fee Rate for any Fiscal Year or any portion thereof shall be the Projected Landing Fee Rate; provided, however, that if the Projected Landing Fee Rate for any Fiscal Year or any portion thereof exceeds the Alternative Landing Fee Rate, then, at City's option, the Landing Fee Rate for such Fiscal Year or such portion thereof shall be the Alternative Landing Fee Rate.

**Section 5.03 Notice Of Landing Fee Rate.**

Not less than thirty (30) days before the first day of any Fiscal Year during the term of this Agreement, and at the same time that City provides Airline with any Midyear Projection, City shall give Airline written notice of the Projected Landing Fee Rate and the Landing Fee Rate for such Fiscal Year or for the remainder of such Fiscal Year, as the case may be. Such notice shall state whether City has exercised its option under Section 5.02.

**Section 5.04 Payment Of Landing Fees.**

Not later than the tenth (10th) day of each month during the term of this Agreement, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying for each Fee Landing of aircraft operated by Airline occurring in the immediately preceding month, the type, model and F.A.A. certificated maximum landing weight of such aircraft. City shall forthwith furnish Airline with an invoice signed by an authorized representative of City setting forth the total Landing Fees payable by Airline in respect of such Fee Landings. Airline shall pay such Landing Fees within thirty (30) days after receipt of such invoice. All amounts payable hereunder shall be paid to City at the Office of City's Comptroller or at such other place as City's Comptroller shall designate by written notice to Airline. Any such amount not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

**Section 5.05 Midyear Adjustment Of Projected Landing Fee Rate.**

Not later than June 1 of each Fiscal Year, City shall furnish Airline with a revised Projected Landing Fee Rate ("Midyear Projection"), which shall reflect the most recent available information with regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year or in the Previous Fiscal Year, together with the most recently available information with regard to Landing Fees actually received by City with respect to the Airport. If the Midyear Projection forecasts that payments of Landing Fees by Airline Parties at the then-existing Projected Landing Fee Rate would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Landing Fees paid by Airline Parties during such Fiscal Year, City shall adjust the Projected Landing Fee Rate for such Fiscal Year to conform to the Midyear Projection. In no event shall Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Annual Audit as described in Section 5.06.

**Section 5.06 Landing Fee Audit And Adjustments.**

(a) Within six (6) months after the last day of each Fiscal Year, City shall furnish Airline with an annual audit report certified by an independent certified public accountant and prepared by such accountant in accordance with generally accepted accounting principles applied on a consistent basis, covering the operation of Airport during such Fiscal Year ("Annual Audit"). Such Annual Audit shall set forth at least:

- (1) Actual Costs for such Fiscal Year;
- (2) Actual Revenues for such Fiscal Year;
- (3) Landing weight for, and Landing Fees paid by, each Airline Party during such Fiscal Year;
- (4) Surplus or deficit for such Fiscal Year; and
- (5) Balances as of the end of such Fiscal Year in the Emergency Reserve Fund, the Capital Reserve Fund and the Capital Project Fund.

(b) If the sum of Actual Revenues and Landing Fees paid by Airline Parties exceeds Actual Costs set forth in any Annual Audit, then City shall reflect such excess in the monthly Landing Fee invoices to the Airline Parties, whereby the amount payable under such invoice will be reduced, for each Airline Party, by an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline Party during the Previous Fiscal Year.

(c) If the sum of Actual Costs exceeds Actual Revenues and Landing Fees paid by Airline Parties set forth in any Annual Audit, then Airline shall pay to City an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline during the Previous Fiscal Year. Such amount shall be due and payable at the time payment is due on the first invoice for Landing Fees issued after Airline's receipt of such Annual Audit. If such payment is not made within such thirty (30) day period, then such payment shall thereafter bear interest at the Interest Rate from the date due until the date it is paid.

## *Article VI.*

### *Term.*

#### **Section 6.01 Initial Term.**

The initial term of this Agreement is as set forth on Exhibit G hereto.

#### **Section 6.02 Airline's Right To Renew.**

Subject to restrictions on Airline's right to renew set forth in Section 6.03, Airline shall have the right, to be exercised as hereinafter provided, to

extend the term of this Agreement with respect to all, but not less than all, of that portion of Airline's Premises whose initial term would otherwise expire, for two successive periods of two years, each upon the following terms and conditions:

(a) At the time of the exercise of such right, Airline shall not be in default in the performance of any of the terms or conditions of this Agreement.

(b) Each extension shall be upon the same terms and conditions as are herein contained, except that (i) there will be no further privilege of extension for the terms of this Agreement beyond the two periods referred to above and (ii) such extension shall be subject to City's right to reduce the number of Gates leased to Airline in accordance with Section 6.03 below.

(c) Airline shall exercise its right to any extension of the term of this Agreement by notifying City in writing of Airline's election to exercise such right at least 120 days prior to the expiration of this Agreement with respect to the portion of Airline's Premises as to which renewal is sought. Upon the giving of such notice, this Agreement shall be deemed extended for the two-year term with respect to such Premises, subject to the provisions of this section, without execution of any additional instrument.

#### Section 6.03 Review Of Utilization For Renewal Options.

If Airline fails to demonstrate that it is using the Gates in Airline's Premises for an average of not fewer than four (4) flight turns per day per Gate, City may restrict Airline's right to renew under Section 6.02 to apply only to the number of Gates in Airline's Premises required to cause Airline's average number of flight turns to equal or exceed four (4) per day per Gate.

#### Section 6.04 Early Termination Resulting From Replacement Of Terminal Building.

In the event any New Construction carried out by City results in the replacement of all or substantially all of the Terminal Building, and upon completion of such replacement, this Agreement shall terminate; provided, however, that Airline shall have the right to lease space (upon such terms and conditions as may then be acceptable to City and Airline) in any newly constructed, reconstructed or rehabilitated terminal facility to replace Airline's Premises.

*Article VII.*

*Construction, Maintenance And Repair By Airline.*

**Section 7.01 Construction, Maintenance And Repair Of Airline's Terminal Building Space.**

(a) Airline may construct or install, at its own expense, any equipment, improvements, and facilities, and any additions thereto, on all or any part of Airline's Premises. All such construction shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Airline shall not install, erect, or place, or permit others to install, erect, or place, any illuminated or non-illuminated signs, placards, displays or other advertising media on Airline's Premises or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.

(b) Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear excepted. City shall have the right each year during the term of this Agreement to inspect Airline's Premises to evaluate Airline's compliance with the foregoing sentence. City shall have the right each year to provide Airline with a report of such inspection identifying those actions which are to be taken by Airline in order to fulfill its duties under this paragraph. Airline shall take such action as is specified on such report. Except as provided in Article IX hereof, no restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

(c) Airline shall keep Airline's Premises in a sanitary and sightly condition.

**Section 7.02 Covenant Against Liens.**

Airline shall keep Airline's 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 thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien and shall not be in breach of this Agreement during such contest.

**Section 7.03 Performance By City Upon Failure Of Airline To Maintain.**

In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Airline, City may enter Airline's Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Article VIII.*

*Maintenance, Operation And Repair By City.*

**Section 8.01 Maintenance And Operation.**

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, excepting any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, excepting Airline's Premises, in a sanitary and sightly condition.

**Section 8.02 Quiet Enjoyment.**

City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the



premises, facilities, rights, and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Article IX.*

*Equal Opportunity, Nondiscrimination  
And Affirmative Action.*

Section 9.01 Equal Opportunity.

Airline, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor shall Airline commit an unfair employment practice. 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.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq.; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Airline, its contractors and subcontractors will furnish such reports and information as requested by City's Commission on Human Relations.

#### Section 9.02 Nondiscrimination In The Use Of The Premises By Airline.

This Agreement involves the construction or 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 thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

#### Section 9.03 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

#### Section 9.04 Nondiscrimination In Furnishing Services.

Airline agrees to furnish services on a fair, equal 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 Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

### Section 9.05 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

### Article X.

#### *Applicable Laws, Ordinances, Rules And Regulations.*

### Section 10.01 Compliance.

(a) Airline shall comply, and shall use its best efforts to cause its Related Parties, passengers, guests, invitees, and independent contractors to comply, with all rules and regulations and amendments or supplements thereto governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal, state or local government body having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any rule or regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such rule or regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current rules and regulations. Except in cases of emergency, no rule or regulation shall be applicable to Airline until Airline has been given fifteen (15) days' notice of the adoption thereof.

*Article XI.*

*Indemnity.*

**Section 11.01 Airline's Indemnity Of City.**

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (1) below, in each case, arising during or attributable to the term of this Agreement and arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent that City fails to maintain the insurance required to be maintained by City hereunder, then Airline shall not be obligated to pay City under this Section 11.01(a) to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(1) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft; provided, however, that Airline shall have no liability under this Section 11.01 (a)(1) except to the extent that amounts indemnified under this Section 11.01 (a)(1) incurred in any Fiscal Year exceed the amounts withdrawn by City from the Emergency Reserve Fund pursuant to Section 13.03(b) hereof on account of such indemnified amounts and, provided further, that any liability of Airline under this Section 11.01 (a)(1) shall be treated either as Actual Costs of the Fiscal Year in which they are incurred for which Airline shall make payments under Section 5.04 hereof, or if incurred after the term of this Agreement, as the direct obligations of Airline, which shall be immediately due and payable;

(2) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of Airline's Premises;

(3) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(4) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a)(1) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all persons who are parties to any Airport Use Agreement and conducted as directed by a Majority-in-Interest and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in Actual Costs of the Fiscal Year in which they are incurred. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

## *Article XII.*

### *Insurance Requirements.*

#### Section 12.01 Insurance Maintained By Airline.

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, including, without limiting the generality of the foregoing, insurance of the following types in amounts not less than the following amounts:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XI hereof.

- (b) Worker's compensation (and occupational disease) insurance providing statutory benefits under the law of Illinois and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.

Airline shall furnish to City Comptroller, within ten (10) days after the execution of this Agreement, certificates evidencing such insurance coverage with City as an additional insured, as its interest may appear.

Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify City and hold City harmless under the provisions of this Agreement.

If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

#### Section 12.02 Insurance Maintained By City.

(a) City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance:

(1) With respect to the Terminal Building or any other space at the Airport used for commercial passenger airline operations, insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable

replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that the Terminal Building or any other space at the Airport used for commercial passenger airline operations is underinsured, City shall forthwith secure the necessary additional insurance coverage.

(2) For all public areas at the Airport, comprehensive general public liability insurance, including blanket contractual liability and personal injury liability insurance (with employee exclusion deleted), and on-premises automobile insurance, including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport in limits as follows: not less than \$100,000,000 per occurrence, and not less than \$100,000,000 aggregate, bodily injury and property damage liability, combined single limit.

(3) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a)(1) of this Section 12.02 for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (a)(3) by reason of co-insurance provisions or otherwise.

(b) Each policy of insurance maintained by City under this Section 12.02 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer. If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 12.02, then the provisions of this Section 12.02 shall be subject to the applicable provisions of such other agreement.

(c) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XII, the costs of which shall be included in actual costs for the Fiscal Year in which paid.

(d) City shall furnish to Airline copies of any notices received by City covering any of the matters contained in this Article XII.

*Article XIII.*

*Emergency Reserve Fund.*

**Section 13.01 Establishment And Maintenance Of Fund.**

City shall establish, and thereafter throughout the term of this Agreement, shall maintain a fund ("Emergency Reserve Fund") in accordance with the provisions of this Article XIII.

**Section 13.02 Contributions.**

As of the last day of each month in a Fiscal Year, City shall deposit into the Emergency Reserve Fund one-twelfth of the Emergency Reserve Fund Contribution for such Fiscal Year.

**Section 13.03 Applications.**

(a) If as of the end of any Fiscal Year the amount in the Emergency Reserve Fund exceeds an amount equal to one-half (1/2) of the sum of (1) the O. & M. Costs for such Fiscal Year and (2) the Capital Funds Contribution for such Fiscal Year, then City shall thereupon withdraw from the Emergency Reserve Fund an amount equal to such excess and include such amount in Actual Revenues for such Fiscal Year.

(b) In the event any payment on account of any awards, judgments or settlement resulting from any of the events described in Section 11.01(a)(1) becomes due and payable in any Fiscal Year, City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent of the O. & M. Costs for the Previous Fiscal Year, and shall apply such amount to such payment.

(c) During the Fiscal Year for which, pursuant to City's option under Section 5.02, the Landing Fee Rate is the Alternative Landing Fee Rate, City may, at the same time it issues to Airline Parties invoices for Landing Fees during such Fiscal Year, withdraw from the Emergency Reserve Fund an amount equal to the amount by which:

(1) the product of (A) the aggregate amount of all such invoices to all Airline Parties and (B) the ratio of the Projected Landing Fee Rate for



such Fiscal Year to the Alternative Landing Fee Rate exceeds (2) the aggregate amount of such invoices, and reduce the amount of such invoices accordingly.

(d) At any time when the Projected Landing Fee Rate becomes greater than the Alternative Landing Fee Rate, and City does not exercise its option under Section 5.02, City shall, prior to charging Airline the Projected Landing Fee Rate, withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount necessary to be contributed to Actual Revenues in order for the Landing Fee Rate to equal the Alternative Projected Landing Fee Rate or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent of the O. & M. Costs for the Previous Fiscal Year. Once City has made a withdrawal from the Emergency Reserve Fund in accordance with this subsection, City may charge Airline the Projected Landing Fee Rate.

(e) City may make payments out of the Emergency Reserve Fund to the extent there are:

(1) Actual Revenues, Landing Fees due from any Airline Party, or indemnification payments under Article XI unpaid when due and reasonably deemed uncollectible by City after reasonable collection efforts;

(2) extraordinary costs of operating or maintaining the Airport; or

(3) costs or revenue shortfalls resulting from the termination of this or any other Airport Use Agreement.

#### Section 13.04 Investment.

Funds deposited in the Emergency Reserve Fund shall be invested in accordance with applicable law. Any earnings from such investments shall be deposited in the Emergency Reserve Fund and any losses from such investments shall be borne by the Emergency Reserve Fund.

*Article XIV.*

*Capital Funds.*

**Section 14.01 Creation Of Capital Funds.**

City shall establish, and thereafter maintain throughout the term of this Agreement, two funds, designated the Capital Reserve Fund and the Capital Project Fund, respectively.

**Section 14.02 Contributions.**

(a) As of the last day of each month in a Fiscal Year, City shall deposit one-twelfth (1/12) of the Capital Funds Contribution for that Fiscal Year as follows:

- (1) first, to the Capital Reserve Fund the amount (if any) necessary to cause the total amount in the Capital Reserve Fund to equal the Capital Reserve Fund Limit on the date of such deposit, or if the entire such Capital Funds Contribution is not sufficient for that purpose, then the entire Capital Funds Contribution; and
- (2) second, to the Capital Project Fund, any remaining amount (which may be all) of such Capital Funds Contribution.

(b) As of the last day of each Fiscal Year, after all deposits required by Section 14.02 as of that day have been made, City shall (1) withdraw from the Capital Reserve Fund the entire amount in excess of the Capital Reserve Fund Limit, and deposit such excess amount in the Capital Project Fund, and then (2) withdraw from the Capital Project Fund the entire amount in excess of \$1,200,000, and include such excess amount in Actual Revenues for such Fiscal Year.

(c) As used in this Section 14.02, "Capital Reserve Fund Limit" means (1) for Fiscal Year 1985, \$600,000, and (2) for Fiscal Year 1986 and thereafter, the Capital Reserve Fund Limit for the Previous Fiscal Year multiplied by the C.P.I. Rate.

**Section 14.03 Payment Of Capital Costs.**

Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

- (a) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;
- (b) second, to the extent permitted under Section 14.06, from Airport Revenues and Landing Fees of all Airline Parties to the extent of O. & M. Capital Costs, until exhausted; and
- (c) third, from amounts in the Capital Reserve Fund.

No amounts shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-in-Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-in-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

**Section 14.04 Investment.**

Amounts in each of the Capital Funds shall be invested in accordance with applicable law. Earnings shall be retained in, and losses shall be borne by, the respective Capital Funds.

**Section 14.05 Approval Of Certain Capital Projects.**

(a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by the Majority-in-Interest.

(b) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV.

**Section 14.06 Capital Expenditure Limit.**

(a) For any Fiscal Year, the sum of O. & M. Capital Costs and Capital Project Fund Capital Costs shall not exceed the Capital Expenditure Limit.

As used in this Section 14.06, "Capital Expenditure Limit" means (1) for Fiscal Year 1985, \$1,000,000, and (2) for Fiscal Year 1986 and thereafter the sum of (A) \$1,000,000 multiplied by the Capital Expenditure Limit Inflator and (B) the amount by which the Capital Expenditure Limit for the Previous Fiscal Year exceeded the sum of actual O. & M. Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year; provided, however, that the Capital Expenditure Limit in any Fiscal Year after and including Fiscal Year 1986 shall not be less than the Capital Expenditure Limit for the Previous Fiscal Year. As used in this Section 14.06, "Capital Expenditure Limit Inflator" means, for any Fiscal Year, a number equal to the C.P.I. Rate for such year minus 4.5 percent (4.5%).

(b) During any period between (1) the time in which the budget for a Fiscal Year is prepared and approved and (2) the time actual O. & M. Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year and the current Fiscal Year are determined, City shall reasonably estimate the Capital Expenditure Limit for each such Fiscal Year, to be adjusted as and when actual O. & M. Capital Costs and Capital Project Fund Capital Costs are determined.

(c) Notwithstanding any other provisions of this Section 14.06, the Capital Expenditure Limit for any Fiscal Year may be increased with the approval of the Majority-in-Interest.

#### *Article XV.*

#### *Termination By City.*

#### Section 15.01 Termination By City.

City may terminate this Agreement by giving Airline sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events (each an "Event of Default"):

- (a) The filing by Airline of a voluntary petition in bankruptcy.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any federal reorganization act.

- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of all or substantially all of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of all or substantially all of its conduct of its air transportation business at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept, and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

#### *Article XVI.*

#### *Termination By Airline.*

#### Section 16.01 Termination By Airline.

Airline may terminate this Agreement and any or all of its obligations hereunder: (a) at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events:

- (1) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft (a) similar in purpose and function to those used by Airline on the date of this Agreement and (b) operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.

(2) The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least 60 days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, or other casualty, not caused by the intentional or negligent act of Airline, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system.

(4) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of written notice to remedy the same, or if such default cannot be remedied within such sixty (60) day period, the failure of City to commence such remedy within such sixty (60) day period and to thereafter continuously and diligently prosecute such remedy to completion.

(5) The substantial restriction of City's operation of the Airport by action of the federal government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

or (b) by written notice to City within ten (10) business days after Airline receives notice that the Landing Fee Rate will be greater than the Alternative Landing Fee Rate, with such termination to be effective on a date stated by Airline in its notice of termination which date is not less than six (6) months from the date City receives such notice of termination; provided, however, that:

(1) City shall have the right at any time subsequent to receipt of notice from Airline under this Section 16.01(b) and prior to actual termination by Airline to render Airline's termination void and ineffective by electing to charge Airline the Alternative Landing Fee Rate in lieu of the Projected Landing Fee Rate; and

(2) Airline's termination under this Section 16.01(b) shall be rendered void and ineffective if, at any time during the six (6) month period subsequent to Airline's giving notice of termination hereunder, (A) the Projected Landing Fee Rate is adjusted to a level equal to or less than the Alternative Landing Fee Rate, or (B) the Alternative Landing Fee Rate is adjusted to a level equal to or greater than the Projected Landing Fee Rate.

Upon the exercise of any right of termination, at the option of the City, all agreements and leases entered into between Airline and City relating to the Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

#### *Article XVII.*

#### *Right Of Airline To Remove Equipment And Right Of City To Purchase Equipment.*

##### **Section 17.01 Right Of Airline To Remove Equipment.**

Airline shall be entitled during the term of this Agreement and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Agreement ("Equipment"), subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal. For purposes of this Article, the Equipment shall include passenger loading bridges, but shall not include stairways installed for the purpose of facilitating the use of passenger loading bridges. Airline agrees that, upon termination of this Agreement, such stairways shall become the property of City.

##### **Section 17.02 Right Of City To Purchase Equipment.**

In the event that (i) Airline, by its own action or by the action of others,

becomes involved in bankruptcy proceedings which provide for the sale of some or all of Airline's passenger loading bridges, or (ii) Airline offers for sale to any third party some or all of Airline's passenger loading bridges, City shall have a right of first refusal with respect to such sale, whereby City shall have the right to purchase such passenger loading bridges on the terms and conditions accepted by the trustee in bankruptcy or the third party purchaser, as the case may be, for such sale.

*Article XVIII.*

*Abatement Of Rent.*

**Section 18.01 Abatement For Untenantable Premises And Closing Of The Airport.**

Airline shall not be obligated to operate Airline's Premises or to pay Rent therefore during any time when all of Airline's Premises shall be untenantable as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents. In the event Airline's Premises is partially untenantable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents, Airline shall not be obligated to operate such part of Airline's Premises and Airline's rental hereunder shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of City other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

*Article XIX.*

*Special Provisions.*

**Section 19.01 Non-Party Landing Fees.**

(a) City shall charge a fee ("Non-Party Landing Fee") for each Fee Landing of any aircraft operated by a Non-Party. The Non-Party Landing Fee shall be the greater of the minimum landing fee established by City or



the product of (i) the F.A.A. certificated maximum landing weight of such Non-Party aircraft and (ii) the Non-Party Landing Fee Rate.

(b) The Non-Party Landing Fee Rate for any Fiscal Year or any portion thereof shall be not less than one hundred twenty percent (120%) of the Projected Landing Fee Rate for such Fiscal Year or such portion thereof.

#### Section 19.02 Government Functions.

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) Except as provided in subsection 2.02(c), City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its business.

#### Section 19.03 Prohibition Against Operation Of Ground Transportation.

Except as provided in subsection 2.03(b), nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

#### Section 19.04 Parity Of Treatment.

City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement shall not constitute either a right or a privilege.

#### Section 19.05 Consents And Approvals.

Consents and approvals by the Commissioner of Public Works, or the

Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld.

#### Section 19.06 Notices.

All notices to City provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation, 121 North LaSalle Street, Room 1111 - City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by written notice to Airline, and shall be deemed given upon receipt by City. All notices to Airline provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to Airline at \_\_\_\_\_, Attention: Counsel, with a copy to the same address, Attention: Controller, or to such other address as Airline may designate from time to time by written notice to City, and shall be deemed given upon receipt by Airline.

#### Section 19.07 Separability.

In the event any covenant, phrase, clause, paragraph, article, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, article, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, article, section, condition or provision herein contained.

#### Section 19.08 Assignment.

Airline shall not assign this Agreement and its rights hereunder, in whole, except with the prior consent of the City Council of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

#### Section 19.09 No Abatement Or Set-Off.

Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use

Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

**Section 19.10 No Additional Waiver Implied By One Waiver.**

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

**Section 19.11 Remedies Cumulative.**

The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

**Section 19.12 Headings.**

The article and section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

**Section 19.13 Successors And Assigns.**

All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 19.08 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Section 19.14 Construction.**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 19.15 Counterparts.

This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 19.16 Authorization.

Execution of this Agreement was authorized by ordinance of the City Council of the City of Chicago passed on \_\_\_\_\_ (Council Journal of Proceedings, pages \_\_\_\_\_).

Section 19.17 Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and \_\_\_\_\_ has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ President and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago, a municipal  
corporation

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

Attest:

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Commissioner of Aviation

Approved As To Form And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

\_\_\_\_\_  
a Delaware corporation

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

Attest:

\_\_\_\_\_  
Secretary

[Exhibit "A" attached to this Airport Use Agreement and Terminal Facilities Lease printed on page 10802 of this Journal.]

Exhibits "B", "C", "D", "E", "F" and "G" attached to this Airport Use Agreement and Terminal Facilities Lease read as follows:

*Exhibit "B".*

*(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 10746 Of This Journal)*

*Identification Of Types Of Space At Midway Airport.*

*(To Be Inserted For Each Airline)*

*Exhibit "C".*

*(To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 10746 Of This Journal)*

*Permitted Exception To Prohibition Against Ground Transportation Activities.  
[Section 2.03(b)(iv)]*

1. Valet parking services provided by a contractor chosen by City and approved by Airline, provided that Airline's approval shall not be unreasonably withheld.

*Exhibit "D".*

*(To Airport Use Agreement And Terminal Facilities  
Lease, Beginning On Page 10746  
Of This Journal)*

*Capital Improvements Approved Without Condition.*

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 2066-04	Design North Airfield Drainage	\$ 18,750	\$ 337,500	\$ 18,750		\$ 375,000
	Amendment 4 to A. Epstein Contract to cover working DWGS for north airfield drainage rehabilitation.					
MDW- 2066-05	Recnstr. of South Arfld. Drainage Phase 1	4,800	86,400	4,800		96,000
	Implementation of master drainage study as it applies to the south airfield drainage system through the Beckett Site. Construction and supervision only.					
MDW- 2068	Easement Off 13R and 31L	6,701	120,618	6,701		134,020
	Acquisition of eight avigation easements between South Archer Avenue and the railroad for the existing approach light system (A.L.S.) on 13R and acquisition of easements on two properties off 63rd Street and Cicero Ave. for the installation of lead in lights on 31L.					

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 3023	Construct 4R-22L Parallel Taxiway	\$ 206,103	\$ 3,709,857	\$ 206,103		\$ 4,122,063
	Construction of a parallel taxiway on the east side of Runway 4R/22L approximately 2,500 feet long with one high speed and two 90 degree exits.					
MDW- 3023-01	4R-22L Parallel Taxiway -- Sewer Work	16,107	289,922	16,107		322,136
	Sewer Department Work on 4R-22L parallel taxiway project.					
MDW- 3036	New Runway and Parallel Taxiway 13R/31L	613,858	11,049,436	613,858		12,277,152
	Construction of a parallel runway and taxiway south of the existing Runway 13R/31L approximately 3,850 feet long with one 90 degree exit and one high speed 30 degree exit. Incorporates former MDW-4010 taxiway project.					
MDW- 3036-01	13R/31L RW and Taxiway -- Sewerage Work	42,500	765,000	42,500		850,000
	Work to be done by the Department of Sewers in conjunction with 13R/31L runway and parallel taxiway project.					



Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 3038	West N/S Taxiway Const.  Construct a new west N/S taxiway to provide access for the west triangle area development. This will provide access to Runway 4L/22R and to the new 13R/31L runway from the west side parking apron.	\$ 86,963	\$ 1,565,325	\$ 86,963		\$ 1,739,251
MDW- 4016	Reloc. 13R Glide Slope Indic.  The existing glide slope indicator is being relocated northeastward of present location.	10,350	186,300	10,350		207,000
MDW- 4019-01	Installation Scty. Equipment  Install all the necessary equipment, radios, TV cameras and monitors for security.	13,450	121,050			134,500
MDW- 4019-02	Airport Safety Equipment  Purchase airport safety equipment, including an MU-meter vehicle and runway sensors.	22,000	198,000			220,000
MDW- 5109-01	Alladin Hotel/Acquisition and Reloc.  Acquire Alladin Hotel and relocate residents.	24,800	446,400	24,800		496,000
MDW- 5109-02	Alladin Hotel/Demolition  Demolish Alladin Hotel to improve operational capability of Runway 4R part of obstruction removal program.	1,480	26,640	1,480		29,600

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 5114	Land Acquisition -- Belt Railroad  Acquire 5.937 acres of land owned by the Belt Railroad Company.	\$ 21,250	\$ 382,500	\$ 21,250		\$ 425,000
Proj. MDW- 5115-01	Terminal Roadway Improvement Phase 1  Develop bus access to Inner Traffic Lane by cutting access way through existing canopy and median.	23,117				23,117
TOTAL:		\$1,112,229	\$19,284,948	\$1,053,662		\$21,450,839
MDW- 3059-02	Parking Lot Resurfacing/ Reconfig. Phase 2  Increase scope of main parking lot renovation and reconfiguration. Project now includes restriping and signage.	\$ 315,000				\$ 315,000
MDW- 3059-03	Parking Lot Resurfacing/ Reconfig. Phase 3  Completion of main parking lot renovation and reconfiguration. Includes work necessary to recapture rental car lane for parking, striping, completion of third exit lane and parking office.	115,000				115,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 6103	Parking Lot/East of Cicero/ Const.  Construct approx. 500 car parking lot east of Cicero Avenue on current Zayre parking lot. Land to be acquired by C.T.A. as part of the southwest rapid transit expansion.	\$ 295,000				\$ 295,000
MDW- 6107	Completion of Deluge System Feeder Lines  Non-federally funded work necessary to install Deluge System Feeders under south taxiway and west N/S taxiway to tenant lease lines.	135,000				135,000
MDW- 6109	CDB 2D-Replace Ovhd. Doors -- Baggage Area  Replace 6 overhead type doors in the baggage handling area with industrial grade, flexible impact traffic doors. These doors shall be single acting, self closing, insulated rubber type with a clear plexiglass panel in each leaf.	31,000				31,000
TOTAL:		\$1,006,000				\$1,006,000

*Exhibit "E".*

*(To Airport Use Agreement And Terminal Facilities  
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*Capital Improvements.*

*Approved Subject To Availability  
Of Matching Funds.*

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 2040	Airport Maintenance Facility	\$1,375,000	\$ 1,125,000			\$ 2,500,000
	Prepare a program for the development of a new airport maintenance facility to be located in the south inner triangle at Midway, utilizing existing main- tenance structure to be relocated from O'Hare Airport.					
MDW- 2050	Esmark Hangar Demolition	14,240	256,320	14,240		284,800
	Demolition of the Esmark Hangar, near the 55th and Cicero Intersection and unwanted pavement which are obstructions on Runways 22L and 22R					
MDW- 2066-02	Reconstr. of South Airfield Drainage	33,750	607,500	33,750		675,000
	Implementation of master drainage study as it applies to the south airfield drainage system. Construction and supervision only.					

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 2066-03	Reconstr. of North Airfield Drainage  Implementation of master drainage study as it applies to the north airfield drainage system. Construction and supervision only.	\$60,000	\$1,080,000	\$60,000		\$ 1,200,000
MDW- 2066-06	Reconstr. of South Airfield Drainage Phase 2  Federally funded sewerage work in the south triangle development area. Work consists of line running parallel to AAA Aero Site and connecting to Cicero Ave. Outfall.	7,000	126,000	7,000		140,000
MDW- 3028-01	Obstruction Removal -- Continental Sales  Prepare appraisal/s of the cost to remove an advertis- ing sign atop the Continental Sales Discount Foods Store located at 6333 S. Cicero Ave. Appraisal to be used for negotiations with owner and possible City acquisition.	1,250	22,500	1,250		25,000
MDW- 3028-02	Obstruction Removal -- West Side Cicero  Acquire a billboard type sign operated by Foster & Kleiser on the west side of Cicero Ave. approximately 340 feet south of 63rd St. acquisition should include removal and haul away of all materials and structure to restore site to original condition.	3,650	65,700	3,650		73,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW-3031	4R/22R Shoulders/Lighting/ Drain  Reconstruction of Runway 4R/22L shoulders, construction of edge drains and rewiring and relighting of (H.I.R.L.) high intensity runway lights.	\$123,684	\$2,226,305	\$123,684		\$ 2,473,673
MDW-3032	13R/31L Shoulders/ Lighting/Drain  Reconstruction of Runway 13R/31L shoulders, construction of edge drains and rewiring and relighting of (H.I.R.L.) high intensity runway lights.	116,020	2,088,367	116,020		2,320,407
MDW-3033	Overlay Existing Runway-- 4L/22R  Runway 4L/22R will be overlaid to a width of 60' for approx. 4,000 ft. of length. Project will involve a combination of concrete and asphalt over- lay, no shoulders, and relocation of existing RW/TW lights to accommodate new width.	228,000	4,104,000	228,000		4,560,000
MDW-3042	W. Infield Trngle. Rdway/ Utility. Devlpmnt.  Construct access road and utilities from Central Avenue to the west airfield triangle. Includes water main to be brought from Central Ave. and meter vault.	213,000		213,000		426,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 3065-01	Land Acquisition -- 4.5 A for Cicero R.O.W.  Acquire approximately 4.5 acres of land beginning at airport boundary and extending northward parallel to Cicero Avenue along the newly designated right-of-way for Cicero.	\$60,000	\$1,080,000	\$60,000		\$ 1,200,000
MDW- 4010-01	Const. Parallel Taxiway-- 4L/22R Phase 1  Construct general aviation strength taxiway parallel to runway 4L/22R from southern edge of west triangle ramp to existing Runway 13L/31R. Phase 2 will complete the taxiway through to the N.E. corner of the north triangle area.	75,750	1,363,500	75,750		1,515,000
MDW- 4010-02	Const. Parallel Taxiway-- 4L/22R Phase 2  Construct strength taxiway parallel to Runway 4L/22R north from Runway 13L/31R to northeast corner of the north triangle. Project scope to include some portion of the north airfield drainage reconstruction.	73,750	1,327,500	73,750		1,475,000
MDW- 4017	Reconfigure Airport Service Road -- 31R  Reconfiguration of airport service road at the end of new Runway 31R to accommodate change in ALP	19,400	349,200	19,400		388,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 4020-01	Terminal Signage Program  Phase 1 Signage Program for Midway Airport to include:  -- Establishing Graphic Standards for all directional, tenant and fascia signage.  -- Establish scope of signage work required.  -- Develop specifications for signage program and maintenance contract.	\$62,500	\$62,500			\$ 125,000
MDW- 4020-02	Terminal Signage Program -- Implement  Implement terminal signage program for all directional signage.	197,500	197,500			395,000
MDW- 4025	New 13L/31R North Parallel Taxiway  Construction of a parallel taxiway on the north side of the new 13L/31R runway with one high speed exit.	200,000	3,600,000	200,000		4,000,000
MDW- 4026	Obstruction Removal 55th and Central  Removal of off-airport obstructions in the vicinity of 55th and Central: 36 trees, 5 utility poles, 3 light poles, 1 sign and 1 antenna to improve operational capability of Runway 13R.	1,995	35,910	1,995		39,900



Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW-4027	Obstructions Removal 63rd and Cicero  Removal of off-airport obstruction in the vicinity of 63rd and Cicero: 28 trees, 15 utility poles, 9 light poles, 5 signs and 4 antennae to improve operational capability of Runway 31L.	\$2,615	\$47,070	\$2,615		\$ 52,300
MDW-4028	Obstruction Removal -- 63rd and Central  Removal of off-airport obstruction in the vicinity of 63rd and Central: 19 trees, 13 utility poles, 7 light poles, 1 sign and 1 antenna to improve operational capability of Runway 4R.	1,565	28,170	1,565		31,300
MDW-4029	Obstruction Removal 55th and Cicero  Removal of off-airport obstructions in the vicinity of 55th and Cicero: 5 trees and 20 light poles to improve the operational capability of Runway 22L.	1,960	35,280	1,960		39,200
MDW-4031	55th/Cicero Land Acquisition  Acquire approximately 3.7 acres of land on the northwest corner of W. 55th Street and Cicero Avenue.	95,000	1,710,000	95,000		1,900,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW-5101	Threshold Lights/Runway Restriping  Install runway threshold lights and restripe pavement on Runways 13R/31L, 4R/22L and 4L/22R.	\$6,000	\$108,000	\$6,000		\$ 120,000
MDW-5110	Blast/Security/Sound Fencing  Install blast, security and sound fencing at Midway as required to replace obsolete fencing and to improve sound isolation.	48,750	877,500	48,750		975,000
MDW-5110-01	Blast Fence Pkg. Lot B  Install approximately 825 feet of Blast Fencing 8 feet high to protect parking Lot "B".	6,250	112,500	6,250		125,000
MDW-5111	Crash/Fire/Rescue Station  Construction of new, approximately 15,400 square feet crash/fire/rescue station to be located in west triangle at Midway Airport. Project may be developed in conjunction with airfield maintenance facility through funding will be separate.	55,000	1,100,000	55,000	1,540,000	2,750,000
MDW-6100	Overlay Runway 13L/31R  Overlay, restripe, and groove Runway 13L/31R at Midway. Approximately 6,200 feet x 175 feet wide including shoulders.	125,000	2,250,000	125,000		2,500,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW-6101	Overlay Runway 4R/22L  Overlay, restripe, and groove Runway 4R/22L at Midway. Approximately 6,000 feet x 175 feet wide including shoulders.	\$100,000	\$1,800,000	\$100,000		\$ 2,000,000
MDW-6105	Airport Beacon Rewiring and New Wind Sock  Rewire airport beacon as necessary to put beacon under tower control. Replace existing wind sock with new lighted sock and rewire as necessary to eliminate all exposed wiring.	1,375	24,750	1,375		27,500
MDW-6113	Rehab /Upgrade Public Restrooms -- Study  Develop program and schematics for 2 new restrooms in the south end of the terminal, develop recommendations for the rehabilitation and upgrade of the existing toilet rooms, and develop solution for relocation of the security area and related enclosures necessary to secure Gate C1.	5,000	5,000			10,000
MDW-6115	New Term Entry Doors with Vestibules  Replace existing 11 terminal entrances with new vestibuled entrances. Existing doors and operators to be replaced.			410,000		410,000

Proj. Number	Name/Description	City	Federal	State	Other	Total
MDW- 6120	Electrical Vault Equipment Upgrade	\$ 6,200	\$ 117,800	\$ 6,200		\$ 124,000
	Replace or rehabilitate equipment in relocated electrical vault as required.					
	TOTAL:	\$3,518,704	\$28,131,372	\$2,091,204	\$1,540,000	\$35,275,000

*Exhibit "F".*

*(To Airport Use Agreement And Terminal Facilities  
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*Area Of Airline's Premises.*

*(To Be Inserted For Each Airline)*

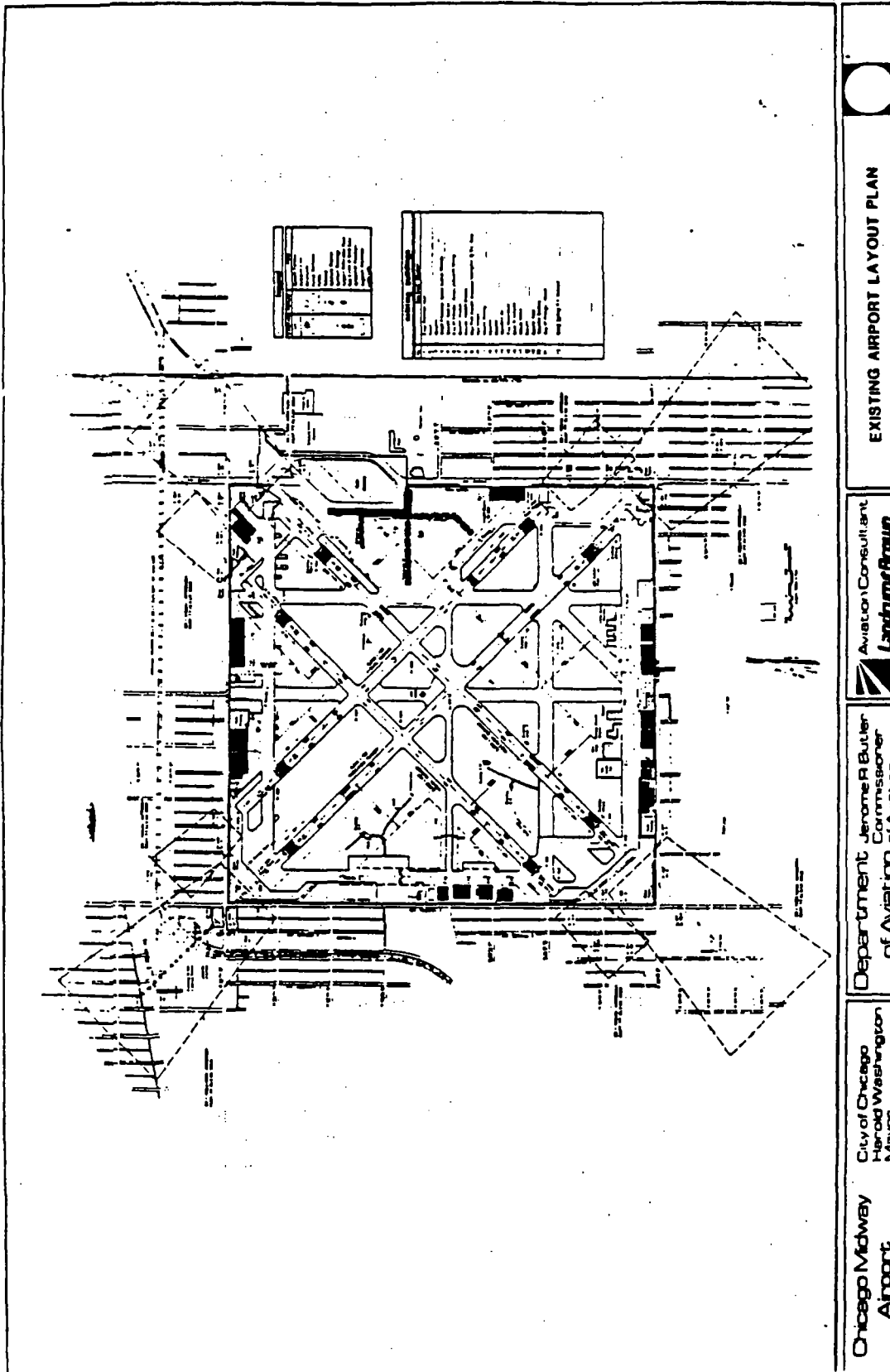
*Exhibit "G".*

*(To Airport Use Agreement And Terminal Facilities  
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*Initial Term.*

The Initial Term for this Agreement shall be month-to-month, commencing as of \_\_\_\_\_, 199\_\_ and shall terminate upon thirty (30) days written notice from the Commissioner of Aviation on behalf of City to Airline, or from Airline to City, to the attention of the Commissioner of Aviation.

Exhibit "A".



*Amendment To Airport Use Agreement And  
Terminal Facilities Lease.*

This Amendment to Airport Use Agreement and Terminal Facilities Lease (this "Amendment") made and entered into as of this 1st day of \_\_\_\_\_, 199\_\_, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and the airline named on the signature page hereof ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into an Airport Use Agreement and Terminal Facilities Lease dated as of \_\_\_\_\_ (the "Use Agreement," to which reference is made for definition of capitalized terms used but not otherwise defined herein) pertaining to Airline's rights and privileges at the Airport; and

Whereas, City and Airline desires to finance or refinance certain additional Capital Improvements at the Airport through the issuance of Bonds (hereinafter defined), the Debt Service (hereinafter defined) on which would be included in the calculation of certain fees and charges under the Use Agreement; and

Whereas, It is necessary and advisable to amend the Use Agreement to allow for the inclusion of Debt Service on the Bonds in the calculation of such fees and charges; and

Whereas, It is necessary and advisable to amend the Use Agreement in certain other respects as hereinafter described;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Actual Costs" to read in its entirety as follows:

" 'Actual Costs' means, for any Fiscal Year, the sum of: (i) O. & M. Costs incurred during such Fiscal Year; (ii) the Capital Funds Contribution for such Fiscal Year; (iii) the Emergency Reserve Fund Contribution for such Fiscal Year; (iv) Debt Service for such Fiscal Year

incurred on Bonds issued to finance Capital Improvements; and (v) interest payable to City as a result of advances by City to any Airport fund or account (including Account 610 and Account 623) which advances are necessitated by a deficit cash position in such fund or account."

Section 2. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Actual Revenues" to read in its entirety as follows:

" 'Actual Revenues' means, for any Fiscal Year, the sum of: (i) total revenues received from operations of the Terminal Building and the Airfield, including, without limiting the generality of the foregoing, Base Rent, Additional Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03(a) during such Fiscal Year; (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02(b) during such Fiscal Year; and (iv) interest accruing on and any profit realized from the investment of moneys in any and all funds established for the Airport pursuant to this Agreement or any Ordinance, including Account 610 and Account 623, except to the extent that such interest or profit is required to be retained in any such fund or transferred to and retained in another fund pursuant to such Ordinance. 'Actual Revenues' does not include passenger facility charge revenues."

Section 3. Section 1.01 of the Use Agreement is hereby amended by adding a definition of "Additional Rent" to read in its entirety as follows:

" 'Additional Rent' means Additional Rent as defined in Section 3.04."

Section 4. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Agreement" to read in its entirety as follows:

" 'Agreement' means this Airport Use Agreement and Terminal Facilities Lease as amended from time to time."

Section 5. Section 1.01 of the Use Agreement is hereby amended by adding a definition of "Bond Anticipation Notes" to read in its entirety as follows:

" 'Bond Anticipation Notes' means the City of Chicago Midway Airport Bond Anticipation Notes, Series 1991."

Section 6. Section 1.01 of the Use Agreement is hereby amended by adding a definition of "Bonds" to read in its entirety as follows:

" 'Bonds' means all notes, bonds or other obligations, including, without limitation, the Bond Anticipation Notes and any future bond anticipation notes, issued pursuant to and secured by a pledge of revenues or net revenues of the Airport under any Ordinance. 'Bonds' does not include other obligations, such as special facility revenue bonds or bonds secured solely by passenger facility charge revenues, which may be issued to finance capital projects at or related to the Airport but which are not secured by a pledge of, or otherwise payable from, the revenues or net revenues of the Airport."

Section 7. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Capital Costs" to read in its entirety as follows:

" 'Capital Costs' means for a Fiscal Year, costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid, proceeds from the issuance of Bonds, passenger facility charge revenues or any other source outside this or any other Airport Use Agreement."

Section 8. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Capital Improvements" to read in its entirety as follows:

" 'Capital Improvements' means (i) the projects set forth in Sections 1 and 2 of Exhibit D hereto, subject to the respective conditions specified in Sections 14.05 (b) and (c) hereof and (ii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest."



Section 9. Section 1.01 of the Use Agreement is hereby amended by adding a definition of "Debt Service" to read in its entirety as follows:

" 'Debt Service' means all payments of principal and purchase price upon tender of, and interest and redemption premium, if any, on Bonds, and other associated costs, including debt service coverage payments, all fund deposit requirements, as set forth in the Ordinance authorizing the issuance of such Bonds, reimbursement or premium obligations with respect to any credit enhancement or liquidity facilities, including, without limitation, any letter of credit or municipal bond insurance policy, all letter of credit fees, trustee fees, paying agent fees, remarketing fees and any other costs and fees payable in connection with such Bonds."

Section 10. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Exclusive Use Premises" to read in its entirety as follows:

" 'Exclusive Use Premises' means those areas and facilities at the Airport which are leased to Airline for its exclusive occupancy and use, as shown on Exhibit B and Exhibit F hereto."

Section 11. Section 1.01 of the Use Agreement is hereby amended by adding a definition of "Ordinance" to read in its entirety as follows:

" 'Ordinance' means any ordinance or indenture or both, including, without limitation, the ordinance and indenture authorizing the Bond Anticipation Notes, adopted by the City Council of Chicago authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport."

Section 12. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Preferential Use Premises" to read in its entirety as follows:

" 'Preferential Use Premises' means those areas and facilities at the Airport which are leased to Airline on a preferential use basis, as shown on (Sub)Exhibit F hereto."

Section 13. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Projected Costs" to read in its entirety as follows:

" 'Projected Costs' means, for any Fiscal Year, the sum of: (i) O.&M. Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year; (iv) Debt Service for such Fiscal Year incurred on Bonds issued to finance Capital Improvements; and (v) interest payable to City as a result of advances by City to any Airport fund or account (including Account 610 and Account 623) which advances are necessitated by a deficit cash position in such fund or account."

Section 14. Section 1.01 of the Use Agreement is hereby amended by revising the definition of "Projected Revenues" to read in its entirety as follows:

" 'Projected Revenues' means, for any Fiscal Year, the sum of: (i) the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent, Additional Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport and (ii) interest projected to accrue on and any profit projected to be realized from the investment of moneys in any and all funds established for the Airport pursuant to this Agreement or any Ordinance, including Account 610 and Account 623, except to the extent that such interest or profit is required to be retained in any such fund or transferred to and retained in another fund pursuant to such Ordinance. 'Projected Revenues' does not include passenger facility charge revenues."

Section 15. Section 2.01 of the Use Agreement is hereby amended by amending subsection (b) to read in its entirety as follows and by adding a new subsection (c) to read in its entirety as follows:

"(b) Subject to the provisions of Section 2.01(c) below, the Exclusive Use Premises comprise the number of square feet and the locations of such as set forth on Exhibits B and F hereto, as said exhibits may be amended from time to time during the term of this Agreement, such amendment

to be made by written instrument, duly executed by both parties hereto (except as otherwise provided in Section 2.01(c) below). The Commissioner of Aviation on behalf of the City may agree to any amendments to Exhibits B and F without any further action by City.

(c) The Commissioner of Aviation will monitor the utilization of the Exclusive Use Premises and will, from time to time during the term hereof, reassess the utilization of such premises to determine whether the Airport is achieving the balanced utilization desired by City. If, in the view of the Commissioner of Aviation, the use of the Exclusive Use Premises is materially less than the use of other such facilities at the Airport, the Commissioner of Aviation may, in his sole discretion, reassign or reallocate the Exclusive Use Premises to any other Carrier whose demonstrated need or present utilization of such similar facilities at the Airport is, in view of the Commissioner of Aviation, materially above such utilization. If the Commissioner of Aviation determines that any of the Exclusive Use Premises are to be reassigned or reallocated to another Carrier, the Commissioner of Aviation shall notify Airline in writing of the proposed reassignment or reallocation, at least ten (10) days prior to any reassignment or reallocation. All fees and charges related to the reassignment or reallocated premises shall be adjusted, and Exhibits B and F amended accordingly by written instrument duly executed by City to reflect such reassignment or reallocation."

Section 16. Section 2.02(b) of the Use Agreement is hereby amended to read in its entirety as follows:

"(b) The Preferential Use Premises comprise the number of square feet and the locations of such as set forth on Exhibits B and F hereto, as said exhibits may be amended from time to time during the term of this Agreement, such amendment to be made by written instrument, duly executed by both parties hereto. The Commissioner of Aviation may agree to any amendments to Exhibits B and F without any further action by City."

Section 17. [This Section has been intentionally left blank.]

Section 18. Article III of the Use Agreement is hereby amended by renumbering Sections 3.04 and 3.05 to be Sections 3.06 and 3.07, respectively.

Section 19. Article III of the Use Agreement is hereby amended by adding new Sections 3.04 and 3.05, to read in their entirety as follows:

**"Section 3.04. Additional Rent.** Unless otherwise agreed by a Majority-in-Interest, City shall charge and Airline hereby agrees to pay additional rent ("Additional Rent") in an amount equal to the amount of Debt Service allocable to those portions of Capital Improvements which are Exclusive Use Premises or Preferential Use Premises the construction of which is financed with the proceeds of Bonds and which are to be occupied by Airline. In such event, it shall be a condition precedent to the issuance of Bonds for the construction of such Capital Improvements which are Exclusive Use Premises or Preferential Use Premises and Airline's obligations with respect to the Additional Rent therefor that City and Airline have (i) identified the specific construction projects in writing and (ii) agreed in writing to the calculation of and schedule for the payment of Additional Rent.

**Section 3.05. Payment of Additional Rent.** For each month in which Additional Rent will be payable, City shall furnish Airlines with an invoice setting forth the amount of Additional Rent due and payable from Airline for the next ensuing month. Additional Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice."

**Section 20.** Article V of the Use Agreement is hereby amended by adding a new Section 5.07 to read in its entirety as follows:

**"Section 5.07. Other Landing Fee Adjustments.** Notwithstanding the provisions of Sections 5.02 through 5.06, City may adjust the Projected Landing Fee Rate at any time in accordance with a certificate prepared by an independent airport consultant, if, but for such adjustment, City would not be able to meet its rate covenant in the Ordinance. City shall provide Airline at least thirty (30) days advance written notice of any adjustment made pursuant to this Section 5.07 accompanied by the most recent available information with regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year and during the previous Fiscal Year, as well as the most recently available information with regard to Landing Fees actually received by City with respect to the Airport for the same periods, and such adjusted Projected Landing Fee Rate shall become effective on the date specified in City's written notice to Airline. For purposes of this Agreement, an independent airport consultant shall mean a consultant, selected by City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof."

**Section 21.** Article V of the Use Agreement is hereby amended by adding a new Section 5.08 to read in its entirety as follows:

"Section 5.08. Security for Payment. Upon thirty (30) days prior written notice to Airline, City may require Airline to provide to City a surety bond, irrevocable letter of credit or other security acceptable to City ('Contract Security') in an amount equal to an estimate by City of thirty (30) days rentals, fees and charges payable by Airline pursuant to this Agreement. City may, upon thirty (30) days prior written notice to Airline, increase the amount of the required Contract Security to reflect any increase in its estimate of monthly rentals, fees and charges payable by Airline. Such Contract Security shall be for the purpose of guaranteeing the payment of all rentals, fees, and charges due hereunder and the remittance of any P.F.C.s required to be remitted to City pursuant to Section 19.18 hereof. Such Contract Security shall be in such form and with such company qualified to do business in the State of Illinois and having an office in City and as shall otherwise be reasonably acceptable to City."

Section 22. [This Section has been intentionally left blank.]

Section 23. Section 6.02 of the Use Agreement is hereby deleted in its entirety.

Section 24. Section 6.03 of the Use Agreement is hereby deleted in its entirety.

Section 25. Section 13.03 of the Use Agreement is hereby amended by redesignating subsection (e) as subsection (f) and by adding a new subsection (e), to read in its entirety as follows:

"(e) During each Fiscal Year, in order to fund in whole or in part any operation and maintenance reserve requirement under any Ordinance for such Fiscal Year, on the date of any issuance of Bonds if Bonds were not outstanding immediately prior to such issuance, and thereafter on the second to last day of each Fiscal Year, City shall withdraw from the Emergency Reserve Fund any amounts therein in excess of \$1,000,000 up to a total of the amount required by such Ordinance to be deposited in such operation and maintenance reserve fund for such Fiscal Year."

Section 26. Section 14.03 of the Use Agreement is hereby amended to read in its entirety as follows:

"Section 14.03. Payment of Capital Costs. (a) Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

- (i) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;
- (ii) second, to the extent permitted under Section 14.06, from Actual Revenues and Landing Fees of all Airline Parties to the extent of O. & M. Capital Costs, until exhausted; and
- (iii) third, from amounts in the Capital Reserve Fund.

No amounts shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-in-Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-in-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

(b) Notwithstanding the foregoing provisions of subsection (a) of this Section 14.03, unless and to the extent that a Majority-in-Interest has approved the payment of Capital Costs from the sources described in said subsection (a), on the second to last day of each Fiscal Year City shall withdraw from the Capital Reserve Fund and the Capital Project Fund all amounts not dedicated to the payment of such approved Capital Costs and apply the same to the payment of Debt Service."

Section 27. Section 14.05 of the Use Agreement is hereby amended to read in its entirety as follows:

"Section 14.05. Approval of Certain Capital Projects; Issuance of Bonds. (a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by a Majority-in-Interest.

(b) City and Airline each hereby approve as Capital Improvements the capital projects described in Exhibit D hereto without regard to the year set forth in Exhibit D; provided, that the terminal refurbishment projects conform to the standards specified on Exhibit H hereto. Airline's approval of such capital projects as Capital Improvements shall constitute its favorable vote for each such capital project as a Capital Improvement under the Majority-in-Interest provisions of this Agreement and also shall constitute its favorable vote to a waiver of the Capital Expenditure Limit, if and only to the extent necessary to allow City to include all costs associated with such Capital Improvements in the calculation of Actual Costs and Projected Costs.

(c) City may issue, without any further approvals of Airline or a Majority-in-Interest, one or more series of Bonds, including Bond Anticipation Notes, to fund or refinance all costs related to the Capital Improvements described in Exhibit D hereto and to include in the calculation of Actual Costs and Projected Costs the Debt Service on such Bonds. In the event City owes any amount to a letter of credit bank as a result of unreimbursed draws under the letter of credit related to the Bond Anticipation Notes or any future bond anticipation notes, such amounts shall constitute a loan by City to the Airport. City, in its sole discretion, shall determine a period of amortization for such loan, and shall be entitled to charge interest on such loan at a rate not to exceed the Base Rate plus 2%. As used herein, "Base Rate" shall mean a fluctuating rate per annum on any date equal to the rate of interest most recently designated by the Northern Trust Bank ("Northern Trust") as its base rate. Principal and interest payments on such loan shall be included in the calculation of Actual Costs and Projected Costs. Except with respect to the issuance of the Bond Anticipation Notes or any future issuance of bond anticipation notes, City agrees that the terms and conditions of Bonds issued to finance or refinance Capital Improvements shall be subject to the limitations described in Exhibit I hereto, any or all of which may be waived by Airline Parties which, in the aggregate, paid ninety percent (90%) or more of the Landing Fees payable by all Airline Parties for the Fiscal Year immediately preceding the year of issuance. City agrees that the terms and conditions of any future bond anticipation notes issued to finance or refinance Capital Improvements shall be subject to those limitations described in Exhibit I hereto that are marked by an asterisk (\*), any or all of which may be waived by Airline Parties which, in the aggregate, paid ninety percent (90%) or more of the Landing Fees payable by all Airline Parties for the Fiscal Year immediately preceding the year of issuance.

(d) City and Airline will cooperate to develop a plan of financing or refinancing for the Capital Improvements described in Exhibit D hereto that will enable Bonds to be issued to fund or refinance such Capital Improvements at the earliest possible date. At such time as such Bonds are issued, City shall reimburse Airline from the proceeds of such Bonds, to the extent permitted by the Internal Revenue Code of 1986, as amended, for tax-exempt bonds, for any amounts paid for such Capital Improvements directly from Landing Fees.

(e) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV."

Section 28. [This Section has been intentionally left blank.]

Section 29. Section 19.04 of the Use Agreement is hereby amended to read in its entirety as follows:

"Section 19.04. Parity of Treatment. City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, neither the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement nor the renewal rights with respect to such term nor the utilization criteria for such renewal nor the Contract Security obligations of Airline or any other Carrier shall constitute either a right or a privilege."

Section 30. Section 19.09 of the Use Agreement is hereby amended to read in its entirety as follows:

"Section 19.09. No Abatement or Set-Off. Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken."

Section 31. Article XIX of the Use Agreement is hereby amended by adding a new Section 19.18 to read in its entirety as follows:

"Section 19.18. P.F.C.s to be Held in Trust for City. Airline shall hold the net principal amount of all Passenger Facility Charges ('P.F.C.s') that are collected by Airline or its agents on behalf of City pursuant to 49 U.S.C. App. § 1513 and the rules and regulations thereunder (14 C.F.R. Part 158, herein, the 'P.F.C. Regulations') in trust for City. For purposes of this Section, net principal amount shall mean the total principal amount of all P.F.C.s that are collected by Airline or its agents on behalf of City, reduced by all amounts that Airline is permitted to retain pursuant to Section 158.53(a) of the P.F.C. Regulations. In furtherance thereof, and



notwithstanding Section 158.49 of the P.F.C. Regulations, upon receipt of P.F.C.s that are collected by Airline or its agents on behalf of City, Airline shall establish, and shall deposit the net principal amount of such P.F.C.s in, a trust account for City's benefit (the "Trust Account"). City and Airline agree that the Trust Account shall be held in the name of Airline as trustee for City; provided, that City and Airline mutually agree to terms upon which amounts may be withdrawn from such account upon the joint direction of City and Airline. If City and Airline do not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee's fees shall be payable by City. City shall have the right to select such trustee subject to the approval of Airline which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including P.F.C.s collected on behalf of other airports. In accordance with Section 158.51 of the P.F.C. Regulations, any amounts required to be remitted to City under such section shall be paid in any event by Airline, as trustee, or by such third party bank trustee, to City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency by Airline, out of income earned thereon and then, by Airline, out of any available funds of Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poors or Moody's Investors Service, or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to City shall be the property of Airline and shall be paid directly to Airline. Any income earned on funds in the Trust Account after the date of required remittance to City shall be the property of City and shall be paid immediately to City. In the absence of additional regulations governing the treatment of refunds, any refunds of P.F.C.s due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such P.F.C.s and the amount that Airline was permitted to retain under Section 158.53(a) of the P.F.C. Regulations attributable to such P.F.C.s. Airline hereby acknowledges that the net principal amount of all P.F.C.s collected on behalf of City shall remain at all times property of City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of City until refunded and become the property of the passenger upon and after refund). Other than the amounts that Airline is entitled to retain pursuant to Section 158.53 of the P.F.C. Regulations, Airline, shall be entitled to no compensation."

Section 32. [This Section has been intentionally left blank.]

Section 33. Exhibit D to the Use Agreement is hereby amended to be in the form of the attachment hereto marked "Revised Exhibit D", which by this reference is incorporated in and made part of this Amendment and all references to Exhibit D in the Use Agreement, as amended hereby, shall

be deemed to refer to "Revised Exhibit D". Revised Exhibit D supersedes and replaces in all respects Exhibit D and Exhibit E to the Use Agreement previously in effect and all Majority-in-Interest approvals with respect thereto.

Section 34. [This Section has been intentionally left blank.]

Section 35. [This Section has been intentionally left blank.]

Section 36. The Use Agreement is hereby amended by adding (a) a new "Exhibit H" in the form of the attachment hereto marked "Exhibit H"; and (b) a new "Exhibit I" in the form of the attachment hereto marked "Exhibit I".

Section 37. [This Section has been intentionally left blank.]

Section 38. Nothing in the Use Agreement or this Amendment is intended to create any liability on the part of City's corporate fund and should any Section thereof or hereof be interpreted to create any such liability, City and Airline agree to amend such Section to negate such consequence.

Section 39. [This Section has been intentionally left blank.]

Section 40. It is hereby further agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of the Use Agreement shall apply to, and shall govern this Amendment and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Section 41. It is hereby further agreed that the Use Agreement, together with this Amendment, constitutes the entire agreement of the parties with respect to the subject matter contained herein and therein and supersedes all agreements heretofore entered into by and between City and Airline with respect to such subject matter.

Section 42. This 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 instrument.

In Witness Whereof, The City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its Senior Vice President and its Assistant Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest: City of Chicago

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved:

\_\_\_\_\_  
Comptroller

Approved As To Form And Legality: Department of Aviation

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Commissioner

Witness:

\_\_\_\_\_

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

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

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

[New Exhibit "H" attached to this Amendment to the Airport Use Agreement And Terminal Facilities Lease printed on pages 10826 through 10827 of this Journal.]

Revised Exhibit "D" and New Exhibit "T" attached to this Amendment to the Airport Use Agreement and Terminal Facilities Lease read as follows:

*Revised Exhibit "D".*

*(To Amendment To Airport Use Agreement And Terminal  
Facilities Lease, Beginning On Page  
10803 Of This Journal)*

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Obstruction Removal (Design)	1991	0 or 1	\$ 83,333	\$ 20,833
4R/22L Ext./Ser. Rd. Reloc./Bullseye	1991	0 or 1	8,734,228	1,746,846
A/F Guidance Signs -- Info. (Design)	1991	0 or 1	41,622	10,406
A/F Guidance Signs -- Mand. (Design)	1991	0 or 1	84,484	21,121
Bus Shelters	1991	0 or 1	10,000	10,000
C.F.R. Vehicle (1)	1991	0 or 1	344,254	86,064
C.P.D. Reloc. H.V.A.C. Upgr. Renov.	1991	0 or 1	86,000	86,000
Demolish Truck Dock	1991	0 or 1	939,388	939,388
East Ramp/Detention Structure	1991	0 or 1	12,147,562	2,429,512
Master Plan	1991	0 or 1	300,000	75,000
New C.F.R. Station	1991	0 or 1	250,000	62,500
Roof Replacement	1991	0 or 1	1,675,862	989,862
Runway Broom (1)	1991	0 or 1	250,871	62,718
Runway Sanders (2)	1991	0 or 1	272,212	68,053
Security Vehicles	1991	0 or 1	<u>40,000</u>	<u>10,000</u>
Total For Priority 0 Or 1:			\$25,259,817	\$ 6,618,302

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Blast Fence/SE. Corner (Design)	1991	A	\$ 77,167	\$ 19,292
Door Rehab. Con. A, B and C	1991	A	68,944	68,944
Fuel Storage Study	1991	A	100,000	100,000
Land Acquisition No. 54	1991	A	650,000	162,500
Land Acquisition No. 56	1991	A	600,000	120,000
Land Acquisition No. 60	1991	A	250,000	62,500
Land Acquisition No. 61	1991	A	310,000	62,000
Land Acquisition No. 63	1991	A	<u>1,720,000</u>	<u>430,000</u>
Total For Class A:			\$ 3,776,111	\$ 1,025,236
Total For The Year Of 1991:			<u>\$29,035,928</u>	<u>\$ 7,643,538</u>
AOA Drainage/A No. 2 R/W 4L	1992	0 or 1	\$ 78,000	\$ 19,500
Obstruction Removal (Constr.)	1992	0 or 1	916,667	229,167
Rehab Runway 13C/31C	1992	0 or 1	44,000,000	11,000,000
A/F Guidance Signs -- Info. (Constr.)	1992	0 or 1	457,839	114,460
A/F Guidance Signs -- Mand. (Const.)	1992	0 or 1	929,322	232,330
Entr. Rd. Reloc. and Pkg. Lot Reconfig.	1992	0 or 1	\$ 2,503,960	940,561

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Security Access System	1992	0 or 1	5,212,270	\$ 1,303,068
T/W Edge Lighting (Design)	1992	0 or 1	<u>150,000</u>	<u>37,500</u>
Total For Priority 0 Or 1:			\$54,248,057	\$13,876,585
AOA Drainage/A No. 1 R/W 4L and 13L	1992	A	\$ 12,000	\$ 3,000
AOA Drainage/A No. 6 So. Triangle	1992	A	120,000	30,000
Apron Repl. at Gates (Design)	1992	A	100,000	100,000
Commerical Vehicle A.V.I. (Design)	1992	A	41,667	41,667
Demolition/Carlton Hotel (Design)	1992	A	10,000	2,500
Rehab. North Taxiway (Design)	1992	A	916,667	229,167
Soundproofing (Constr.)	1992	A	3,750,000	375,000
Soundproofing (Design)	1992	A	<u>375,000</u>	<u>37,500</u>
Total For Class A:			\$ 5,325,334	\$ 818,834
Admin./Security Office Reloc.	1992	B	\$ 1,180,552	\$ 1,180,552
Blast Fence/SE. Corner (Constr.)	1992	B	848,834	212,208
Commercial Vehicle A.V.I. (Constr.)	1992	B	458,333	458,333
Security Fencing (Perimeter)	1992	B	<u>870,240</u>	<u>217,560</u>
Total For Class B:			\$ 3,357,959	\$ 2,068,654

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Demolition/Carlton Hotel (Constr.)	1992	C	<u>\$ 110,000</u>	<u>\$ 22,000</u>
Total For Class C:			\$ 110,000	\$ 22,000
Total For The Year Of 1992:			<u>\$63,041,350</u>	<u>\$16,786,073</u>
T/W Lighting (Constr.)	1993	0 or 1	<u>\$ 1,000,000</u>	<u>\$ 250,000</u>
Total For Priority 0 or 1:			\$ 1,000,000	\$ 250,000
Blast Fence/NE. Corner (Design)	1993	A	\$ 125,000	\$ 31,250
Blast Fence/SW. Corner (Design)	1993	A	60,000	15,000
Landside Signage Study	1993	A	150,000	150,000
Public Restr. Renov. (Design)	1993	A	100,000	100,000
Rehab. Runway 4L/22R (Design)	1993	A	666,667	166,667
Service Road/NW. Corner (Design)	1993	A	70,000	17,500
Soundproofing (Design)	1993	A	250,000	25,000
Terminal Painting (Design)	1993	A	83,333	83,333
West Ramp Service Road (Design)	1993	A	<u>51,550</u>	<u>12,888</u>
Total For Class A:			\$ 1,556,550	\$ 601,637
Apron Repl. at Gates (Constr.)	1993	B	\$ 1,100,000	\$ 275,000

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Public Restr. Renov. (Constr.)	1993	B	\$ 1,100,000	\$ 1,100,000
Rehab. Runway 4L/22R (Constr.)	1993	B	7,333,333	1,833,333
Rehab. North Taxiway (Constr.)	1993	B	10,083,333	2,520,833
Soundproofing (Constr.)	1993	B	2,500,000	250,000
Term Public Area Furniture	1993	B	<u>150,000</u>	<u>150,000</u>
Total For Class B:			\$22,266,667	\$ 6,129,167
Adtl. Public Restrms. and Nurse's Sta.	1993	C	\$ 350,000	\$ 350,000
Drinking Fountains/New and Repl.	1993	C	20,000	20,000
Electrical Vault Update	1993	C	1,000,000	250,000
Long-Term Auto Parking/ Proj. I	1993	C	1,846,080	1,846,080
Parking Lot "C" Expansion	1993	C	150,000	150,000
Replace 12 Air Handling Units	1993	C	2,000,000	2,000,000
Terminal Painting (Constr.)	1993	C	916,667	916,667
West Ramp Service Road (Constr.)	1993	C	<u>567,050</u>	<u>141,763</u>
Total For Class C:			\$ 6,849,797	\$ 5,674,509
Total For The Year Of 1993:			<u>\$31,673,013</u>	<u>\$12,655,313</u>



Project Description	Year	Funding Class	Total Project Cost	Established Local Share
AOA Drainage/A No. 3 West Triangle	1994	0 or 1	\$ 6,000	\$ 1,500
Total For Priority 0 Or 1			\$ 6,000	\$ 1,500
Blast Fence/NW. Corner (Design)	1994	A	\$ 130,000	\$ 32,500
Cstr. 13C Par. NW. of 4R (Design)	1994	A	791,900	197,975
Main Parking Lot Rehab. (Design)	1994	A	50,000	50,000
Rehab. Runway 31R (Design)	1994	A	666,667	166,667
Soundproofing (Design)	1994	A	250,000	25,000
Term Public Address Sys. (Design)	1994	A	<u>12,500</u>	<u>12,500</u>
Total For Class A:			\$ 1,901,067	\$ 484,642
Blast Fence/NE. Corner (Constr.)	1994	B	\$ 1,375,000	\$ 343,750
Main Parking Lot Rehab. (Constr.)	1994	B	550,000	550,000
Rehab. Runway 31R (Constr.)	1994	B	7,333,333	1,833,333
Soundproofing (Constr.)	1994	B	<u>2,500,000</u>	<u>250,000</u>
Total For Class B:			\$ 11,758,333	\$ 2,977,083
Blast Fence/SW. Corner (Constr.)	1994	C	\$ 660,000	\$ 165,000
Cathodic Protection System	1994	C	150,000	150,000

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Cstr. 13C Par. NW. of 4R (Constr.)	1994	C	\$ 8,710,900	\$ 2,177,725
Landside Signage	1994	C	1,500,000	1,500,000
Long-Term Auto Parking/ Proj. II	1994	C	1,784,160	1,784,160
Term Elev. for Handicapped Access	1994	C	100,000	100,000
Term Public Address Sys. (Constr.)	1994	C	<u>137,500</u>	<u>137,500</u>
Total For Class C:			\$ 13,042,560	\$ 6,014,385
Total For The Year Of 1994:			<u>\$ 26,707,960</u>	<u>\$ 9,477,610</u>
AOA Drainage/A No. 4 Service Road	1995	A	\$ 8,400	\$ 2,100
G. A. Parking (Apron)	1995	A	<u>463,158</u>	<u>115,790</u>
Total For Class A:			\$ 471,558	\$ 117,890
Airport Maint. Complex	1995	B	<u>\$ 11,994,018</u>	<u>\$ 9,794,018</u>
Total For Class B:			\$ 11,994,018	\$ 9,794,018
Blast Fence/NW. Corner (Constr.)	1995	C	\$ 1,430,000	\$357,500
Long-Term Auto Parking/ Proj. III	1995	C	873,360	873,360
Parallel T/W 4L	1995	C	2,968,802	742,200

Project Description	Year	Funding Class	Total Project Cost	Established Local Share
Replacement Sidewalk	1995	C	\$ 70,000	\$ 70,000
Term Canopy/Facia Rehab.	1995	C	<u>300,000</u>	<u>300,000</u>
Total For Class C:			\$ 5,642,162	\$ 2,343,060
Total For The Year Of 1995:			<u>\$ 18,107,738</u>	<u>\$12,254,968</u>
Total For The Years 1991--1995:			<u>\$168,565,989</u>	<u>\$58,817,502</u>

*New Exhibit "I".*

*(To Amendment To Airport Use Agreement And Terminal Facilities Lease, Beginning On Page 10803 Of This Journal)*

*Limitations On Bond Terms.*

- \*1. City shall cause the interest on Bonds issued to pay Capital Improvements to be capitalized to the maximum extent permitted by law.
2. Each issue of such Bonds shall mature over a period ending not earlier than the date that is fifteen (15) years from the date that the first series of Bonds are issued pursuant to any Ordinance, and shall provide for approximately level annual payments of principal and interest.
3. The holders of such Bonds shall not have the right to tender or otherwise require the repurchase or redemption thereof prior to maturity, except in the event of a mandatory call resulting from a determination of taxability with respect to Bonds.
4. The opening of a new airport to serve the Chicago metropolitan area which results in the closing of or substantial reduction in commercial service at the Airport shall not constitute an event of default with respect to such Bonds or a circumstance giving rise to a mandatory repurchase or redemption of such Bonds, the source of payment or reimbursement of which would be Airport revenues.

- \*5. No Ordinance shall establish any funds other than a revenue fund, a debt service fund, a debt service reserve fund, a bond purchase fund, a rebate fund, an operation and maintenance fund, an operation and maintenance reserve fund, a special emergency reserve fund and a construction fund.
- \*6. The amount to be deposited in any operation and maintenance reserve fund for any Fiscal Year shall not exceed the amount required to increase the balance in such fund at the beginning of such Fiscal Year to an amount equal to one-sixth of City's estimate of O. & M. Costs (not including O. & M. Capital Costs) for such Fiscal Year.
- \*7. The special emergency reserve fund deposit requirement for any Fiscal Year shall not exceed an amount equal to \$1,000,000 reduced by the amount held in the Emergency Reserve Fund on the first day of such Fiscal Year; provided that such \$1,000,000 amount may be increased on the last day of any Fiscal Year to an amount certified by an independent airport consultant as necessary to reflect increased growth in enplanements or operations at the Airport.
8. City shall not exercise its option to redeem such Bonds prior to the date that is five years from the date the first series of Bonds are issued pursuant to any ordinance, unless the source of payment for such redemption is other than Airport revenues.
- \*9. The Debt Service coverage ratio in the rate covenant in any ordinance for any Fiscal Year shall be no more than 125% of Debt Service for such Fiscal Year and in calculating such Debt Service coverage ratio, such ordinance shall allow the unencumbered ending balance in the Revenue Fund to be taken into account in the calculation of the rate covenant thereunder.
- \*10. City shall pay costs of issuance with respect to such Bonds out of Bond proceeds to the maximum extent permitted by law.
- \*11. The operation and maintenance fund deposit requirement for any Fiscal Year shall not exceed an amount equal to City's estimate of O. & M. Costs for such Fiscal Year.
12. City shall endeavor to structure the issuance of such Bonds in order to defer the amortization of principal on such Bonds to the latest date that will not adversely affect, in the sole judgment of City's senior manager for such Bonds, the rating, interest rates or marketability of such Bonds.

New Exhibit "H".

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**EXHIBIT H**

**TERMINAL BASE BUILDING  
FINISH STANDARDS**

SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
Bag Claim Lobby	V1 or V1/2/3 T1/2		Exterior Curtain	Acoustical Panel	HVAC	50 F.C.	As Required	
Bag Claim 1/2	V1 or V1/2/3 T1/2		WALL Partition or Drywall	Acoustical Panel	HVAC	50 F.C.	Power to Cable Unit Distribution Panel	
Bag Room	Structural Concrete & Concrete Fill		Concrete Panel	Exposed Concrete Structure	R/E V	50 F.C.	Power to Wall Device Distribution Panel	
Bag Service Office	V1		Critical	Acoustical Panel	HVAC	75 F.C.	As Required	
Tag Room	V1	T1/2	T1/2	Cement Plaster	HVAC	20 F.C.	As Required	
Concessions	V1	By Tenant	By Tenant	By Tenant	HVAC	By Tenant	By Tenant	
Victor Lobby	V1 or V1/2/3 T1/2		Exterior Curtain	Acoustical Panel	HVAC	50 F.C. Lobby 100 F.C. Ticket Counter	As Required	
Business Office	V1		WALL Partition or Drywall	By Tenant	HVAC	75 F.C.	As Required	
Agent Lunch Lounge	V1		WALL Partition or Drywall	Acoustical Panel	HVAC	75 F.C.	As Required	

New Exhibit "H".

(Page 2 Of 2)

**EXHIBIT H**  
**CONCOURSE BASE BUILDING**  
**FINISH STANDARDS**

SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
Mechanical/Electrical Rooms	Exposed Concrete Structure		Concrete Block	Exposed Concrete Structure	H & V	70 F.C.	As Required	
Operations Areas	Concrete FM		Concrete Block	Exposed Concrete Structure	HVAC	30 F.C.	As Required	
Maintenance Shops	Concrete FM		Concrete Block	Exposed Concrete Structure	H & V	50 F.C.	As Required	
Locker Rooms	Concrete FM		Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
Operations Offices	VI		Concrete Block	Acoustical Panel	HVAC	75 F.C.	As Required	
Storage Areas	Concrete FM		Concrete Block	Exposed Concrete Structure	H & V	70 F.C.	As Required	
Public	VI or Hybrid Tile		Concrete Block	Acoustical Panel	HVAC	25 F.C.	As Required	
WGB Rooms	VI		Concrete Block	Acoustical Panel	HVAC	35 F.C.	As Required	
Target Rooms	VI	Tile	Tile	Cement Plaster	HVAC	30 F.C.	As Required	

**COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.**

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**AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY REPEAL  
OF TITLE 2, CHAPTER 88 CONCERNING DEPARTMENT  
OF PUBLIC WORKS AND CREATION OF TITLE 2,  
CHAPTER 102 TO ESTABLISH DEPARTMENT  
OF TRANSPORTATION.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the Municipal Code of Chicago, by repealing Chapter 2-88 concerning the Department of Public Works and creating a new Chapter 2-102 necessary to establish the Department of Transportation, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, 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.** The Municipal Code of Chicago is hereby amended by deleting existing Chapter 2-88 and inserting a new Chapter 2-102, entitled "Department of Transportation", as follows:

*2-102-010. An executive department of the government of the city, to be known as the department of transportation, is hereby established. The department shall include a commissioner and such other personnel as may be provided for in the annual appropriation ordinance. All officers and employees of the department shall be under the direction and supervision of the commissioner of transportation and shall perform the duties required of them by the commissioner or by the provisions of this code.*

*2-102-020. The office of commissioner of transportation is hereby established. The commissioner shall be appointed by the mayor, subject to approval of the city council, and shall have management and control of all matters and activities pertaining to the department of transportation.*

*2-102-030. The commissioner of transportation shall have the following powers and duties:*

*(a) to control the design and construction of any subway or other mass transit project for local transportation purposes constructed by the city, to control the acquisition of rights of way for and the construction and maintenance of all such projects, and to acquire and operate or lease such projects, all as provided by law;*

*(b) to manage the preparation, planning, development and monitoring of transportation system projects within the city (other than those projects within an airport), including related feasibility studies and grant applications;*



*(c) to prepare surveys, studies and plans for the opening, widening, construction and reconstruction of streets and rights of way, to control the acquisition of rights of way, and to supervise and control such projects;*

*(d) to remove or compel the removal of any vault, projection, extension, overhang, conduit, pipe, wire, pole or other structure, object or property that extends across a private property line and into, on, over or under any public way or place of the city, whenever the use of the public space occupied by the encroaching object is necessary, convenient or desirable in the construction by the city of any subway, superhighway or other mass transit project under the authority of any state or federal statute;*

*(e) to plan, design and construct traffic signs, devices, pavement markings, safety zones and other facilities for new and existing streets;*

*(f) to manage and control all movable bridges, docks, wharves and landings under the city's jurisdiction;*

*(g) to supervise all works for the dredging, deepening or widening of waterways and harbors within the city;*

*(h) to manage and control all viaducts;*

*(i) to manage and control the construction of public sidewalks;*

*(j) to manage and control the construction of all improvements undertaken pursuant to the Local Improvement Act of 1897, as amended;*

*(k) to issue all rules and regulations necessary for the implementation of other powers conferred on him under this code.*

*2-102-040. Wherever this code provides that the consent of the commissioner of transportation must be obtained for any action, the commissioner may grant a permit for that action, subject to any restrictions of the provisions of this code relating thereto. In cases where the ordinances of annexed cities, towns or villages granting privileges and rights in the public ways and public grounds for different purposes provide that the president and board of trustees shall in each instance grant permission for any specific work under the ordinances, the commissioner of transportation shall have authority to grant such permission in lieu of the president and board of trustees. All charges by the commissioner of transportation for granting such permits shall be reasonable.*

*2-102-050. A board in the department of transportation, to be known as the board of local improvements, is hereby established.*

*Each of the five members of the board of local improvements appointed by the mayor and confirmed by the city council under the terms of Section 6 of "An Act concerning local improvements", approved June 14, 1897, in force July 1, 1897, as amended, shall exercise such powers and perform such duties as are imposed by the provisions of that act.*

*2-102-060. The superintendent of special assessments shall have charge of all proceedings connected with the making of special assessments, subject to the directions of the board of local improvements. He or she shall be ex-officio secretary of the board.*

*Whatever rights, powers and duties were vested in the board of local improvements under Chapter 2-100 and other chapters in this code are hereby transferred to and shall be exercised by the board of local improvements under this chapter.*

*2-102-070. (a) In every proceeding under the Local Improvement Act of 1897, as amended, for a local improvement consisting only of the taking or damaging of property for the purpose of opening, extending or widening any public way, where the court enters an order granting to the city the right to take possession of or to damage the subject property and where the appropriate compensation has been made or deposited as provided by law, the commissioner of transportation shall remove or cause to be removed from the subject property any building or part of a building situated thereon.*

*(b) To the extent necessary, the commissioner shall cause the removal, alteration or shifting of any structure, sidewalk, pavement, curb, fence or other object on the property subject to proceedings described in subsection (a), or on any public way intersecting the property, if the structure, sidewalk, pavement, curb, fence or object obstructs public travel on, to or from the subject property or any intersecting public way. The commissioner shall also take all necessary actions to make the subject property and all public intersections or connections thereto passable to public travel.*

*(c) If at the time the order of possession of property as described in subsection (a) is entered, an additional proceeding under the Local Improvement Act, as amended, is either pending or has been confirmed for paving or otherwise improving the subject property, then the commissioner shall do or cause to be done only the amount of work described in subsection (b) that is not included in the latter proceeding. If the latter proceeding is not confirmed by the court or is withdrawn, the commissioner shall do or cause to be done the remainder of the work described in subsection (b).*

*(d) This section shall be applied as a supplement to, and not in conflict with, provisions of law authorizing the board of local improvements to make improvements to be paid for in whole or in part by special assessment.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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AUTHORIZATION FOR SERIES OF AMENDMENTS TO  
MUNICIPAL CODE OF CHICAGO TO TRANSFER  
POWERS AND DUTIES PREVIOUSLY  
DELEGATED TO DEPARTMENT  
OF PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration proposed ordinances (under separate committee reports) authorizing amendments to the Municipal Code of Chicago necessary to transfer the powers and duties previously delegated to the Department of Public Works, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 47.

*Nays -- None.*

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

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

*Provisions Governing Powers And Duties Of Commissioner.*

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

SECTION 1. The commissioner of transportation, the commissioner of general services, the commissioner of aviation and the commissioner of planning and development shall succeed to the powers and duties of the former commissioner of public works under existing contracts, grant agreements, leases, agreements and indentures made for the issuance and sale of notes and bonds, and other existing agreements, to the extent that the subject matters of such agreements are within the scope of the powers and duties of the respective commissioners under the Municipal Code of Chicago as of the effective date of this ordinance.

SECTION 2. All regulations issued by the commissioner of public works and in effect as of the effective date of this ordinance shall remain in effect until amended or repealed by the officer empowered to issue regulations on the same subject as of the effective date of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 1, Chapter 8, Section 080.*

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

SECTION 1. Section 1-8-080 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

1-8-080. Manufacture And Custody Of Flags And Badges.

The commissioner of [public works] *general services* shall cause to be

made, in accordance with the design fixed in this chapter, such number of flags as he may deem proper and necessary and of suitable size for use on the City Hall and other buildings and structures owned by the city.

The City Clerk shall be the custodian of the corporate seal and of the municipal flag, standard and badge, drawn to scale.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 20, Section 020.*

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

**SECTION 1.** Section 2-20-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-20-020. Commissioner -- Appointment, Powers And Duties.**

There is hereby created the office of commissioner of aviation. He shall be appointed by the mayor, by and with the advice and consent of the city council. He shall have the management and control of the design, *construction*, operation and maintenance of all public airports owned or operated by the city.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 32, Section 120.*

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

**SECTION 1.** Chapter 2-32 of the Municipal Code of Chicago is hereby amended by deleting existing Section 2-32-120 and inserting a new Section 2-32-120, as follows:

*2-32-120. Reimbursements To The Corporate Fund.*

*The budget director and the city comptroller shall determine, according to generally acceptable accounting practices, those expenses paid out of the corporate fund for services or expenses that are chargeable to other funds described in the annual appropriation ordinance. The corporate fund shall be reimbursed for such expenses from amounts appropriated for that purpose. In no event shall reimbursements from a fund exceed the appropriations made from that fund for that purpose.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 2, Chapter 80, Section 040.*

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

SECTION 1. Section 2-80-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

*2-80-040. Powers And Duties Of The Department.*

The department of revenue shall have the [power hereinafter enumerated in paragraphs (a) through (k) hereof.] *following powers and duties:*

(a) To administer and enforce all of the responsibilities, powers and duties delegated to it in every tax ordinance presently contained in or to be included in the Municipal Code of Chicago; provided, however, that where said tax revenues are now and are continued to be collected by the state of Illinois for and in behalf of the city of Chicago and remitted to the city of Chicago, the department shall act solely in an advisory capacity with respect to such collections;

(b) To collect all revenue, license fees, permit fees and other funds [presently] *formerly* collected by the city comptroller and to succeed to all responsibilities, powers and duties *relating to collections* previously delegated to the city comptroller under provisions of the Municipal Code of Chicago;

(c) To establish, maintain and preserve statistical records of revenue, taxes and license and permit fees collected under each revenue, tax, license or permit measure and to report to the mayor from time to time, or as often as the mayor may deem necessary, upon such statistics;

(d) To provide appropriate duties and responsibilities for officers and employees of the department;

(e) To investigate, analyze and propose new revenue programs for the city of Chicago toward the end that revenue, tax, license and permit fee financial burdens may be equitably distributed among the citizens of the city of Chicago;

(f) To take such steps, actions, and to request prosecutions by the corporation counsel's office, for the purpose of enforcing ordinances relating to revenue, tax, license and permit fees receivable by the city of Chicago;

(g) To require the production and examination of books, papers, records, and documents pertinent to any tax liability, or license and permit fee, or revenue question as well as to institute investigations, inquiries or hearings and to take testimony and proof under oath at such hearings;

(h) To make and enforce such reasonable rules and regulations as may be necessary to effectively administer any of the powers herein granted or which may be granted by other ordinances adopted by the corporate authorities, and to publish such rules and regulations and make the same available to such members of the public as may desire them;

(i) To receive, hear and decide all protests and challenges to the determination of tax liability of any taxpayer and to issue tentative and final determination of such claims;

(j) To correct errors of tax designation on department records and to notify the city comptroller and city treasurer so that necessary adjustments and corresponding changes may be made;

(k) To assess a fee on payments made by credit card. The fee shall be the actual amount charged to the city by the credit card company for such transactions. The director of revenue shall post a notice setting forth the amount of the fee at all places where credit card payments are accepted.

*(l) To operate off-street parking facilities owned by the city, and to collect all fees and charges for the use of such facilities.*

*(m) To administer chapter 9-100 of this code.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 100, Section 200.*

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

SECTION 1. Chapter 2-100 of the Municipal Code of Chicago is hereby amended by deleting existing Sections 2-100-200 and 2-100-210, and by inserting new Section 2-100-200, as follows:

*2-100-200. The commissioner of streets and sanitation is authorized to repair any pavement, including curbs and gutters, where the contract for the original construction of the pavement contains a provision in which the contractor warrants the pavements to last a period of years and covenants to repair the pavement during the period of warranty according to the terms and conditions of such contracts. The commissioner is authorized to do any and all things that may be necessary fully and properly to make such repairs. All acts of the commissioner under this section shall be in accordance with the general ordinances of the city, and all purchase orders and contracts required under this section are subject to the provisions of Chapter 2-92 of this code.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 108, Section 030.*

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

SECTION 1. Section 2-108-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:



**2-108-030. Commissioner -- Power And Duties.**

It shall be the duty of the commissioner of water, subject to the provisions of this code, to take special charge and superintendence of the following: the operation and maintenance of the waterworks of the city; the extension, installation, repair or relocation of water pipes, except those installations to be constructed by contract with the city or by the department of [public works;] *transportation*; the collection of all water rates and fees for use of water and sewers; and the issuance of permits in connection with the waterworks system.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 116, Section 010.*

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

**SECTION 1.** Section 2-116-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-116-010. Appointment -- Membership.**

Members of the board of appeals shall be appointed by the mayor with the approval of the city council, provided, however that a majority of said members at the time of appointment shall be members of the Illinois Society of Architects, the Western Society of Engineers, *the Illinois Society of Professional Engineers*, the Chicago Real Estate Board, the Cook County Real Estate Board, the Building Manager's Association of Chicago, the Building Construction Employer's Association or the Chicago Building Trades Council, or shall be the incumbent of the office of commissioner of [public works,] *planning and development*, city architect, superintendent of police, or corporation counsel, or shall be a citizen who has had outstanding experience in zoning administration.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 2, Chapter 120, Section 140.*

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

SECTION 1. Section 2-120-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-120-140. Officers And Office Space.

The members of the commission shall elect one of their number to act as chairman and one to act as secretary. The superintendent of police shall assign to the commission such employees of the department of police as may be necessary properly to carry on the work of the commission.

The commission shall maintain a general office [in the City Hall,] in such space as shall be assigned by the commissioner of [public works.] *general services.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 4, Chapter 232, Section 160.*

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

SECTION 1. Section 4-232-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-232-160. National Kids' Day Peanut Sales.

The fourth Friday of September of each year shall be designated as "National Kids' Day". The city clerk, the commissioner of [public works,] *transportation*, the commissioner of streets and sanitation, the superintendent of police and the president of the board of health are directed to issue all necessary permits, without any charge therefor, to the Kiwanis International, its officers, members and agents to sell at retail peanuts upon the public ways of the city of Chicago on National Kids' Day, any other provisions of this code to the contrary notwithstanding. The

proceeds from the sale of peanuts by the Kiwanis International, its officers, members and agents on National Kids' Day shall be used exclusively for charitable purposes for underprivileged children in the city of Chicago.

SECTION 2. Chapter 4-232 of the Municipal Code of Chicago is hereby amended by deleting Section 4-232-050.

SECTION 3. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 4, Chapter 284, Sections 010, 130 And 140.*

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

SECTION 1. Section 4-284-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-284-010. Definitions.

Whenever used in this chapter:

(a) "Commissioner" means the Commissioner of [Public Works.] *Transportation.*

(b) "State Street Mall" means the sidewalk adjoining State Street from the south edge of Wacker Drive to and including the north edge of Congress Parkway.

(c) "Pushcart" means a wheeled vehicle propelled solely by human power and constructed in accordance with a design approved by the commissioner.

(d) "Food" means solid food and beverages allowed to be sold in accordance with this chapter.

SECTION 2. Section 4-284-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**4-284-130. Applicability Of Code -- Inspection.**

(a) All licensees and their employees shall be subject to all applicable provisions of Chapters 4-344 and 4-348 of this code, and the rules and regulations promulgated thereunder, concerning the handling and purveying of food. The commissioner of health shall implement this section and may issue rules and regulations governing the sanitary practices of State Street Mall vendors.

(b) It shall be the duty of every licensee to permit inspections to be made and, when required, to furnish samples of any foods kept or offered for sale by such licensees as often as may be deemed necessary to determine that the foods are free from adulteration, are not misbranded, and do not contain an excessive number of microorganisms or their toxins. The licensee shall answer all reasonable and proper questions and furnish records of the sampled product. Such samples shall be examined or analyzed by or under the direction of the department of health, and a record of each such examination or analysis shall be made and kept in its office.

(c) The department of health may, upon written notice to the licensee or employee thereof, place a "Held for Inspection" order on any food which it determines or has probable cause to believe is unwholesome or otherwise adulterated or misbranded. At the request of the licensee, foods so held for inspection shall be permitted to be suitably stored pending analysis reports or voluntarily denatured and disposed of under department of health supervision. It shall be unlawful for any person to remove the tag placed on the food by the department of health or to remove such food containers from the pushcart without permission of the department of health except on order of a court of competent jurisdiction. The department of health may vacate the "Held for Inspection" order and may by written order direct the owner or person in charge of the food to denature or destroy such food or bring it in compliance with the relevant regulatory provisions or dispose of it for such nonhuman use as may be approved by the department of health; provided, however, that such an order of the department of health to denature or destroy such food shall be stayed if the order is appealed to a court of competent jurisdiction within three days. Nothing in this section shall preclude any court action based upon the finding of unwholesome or adulterated foods.

(d) It shall be the duty of the commissioner of health to notify the commissioner of [public works] *transportation* of any citation issued by the department of health against a State Street Mall vendor and the disposition thereof.

SECTION 3. Section 4-284-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-284-140. Rules And Regulations.

(a) The Commissioner, with the advice of the State Street Mall commission, shall formulate rules and regulations regarding the following:

(1) The size, color and other specifications for pushcarts to be used by State Street Mall vendors;

(2) The location of sites from which State Street Mall vendors shall conduct business. No more than four of such sites shall be designated on each side of State Street for each section of State Street bisected by a through street;

(3) The mandatory and permitted hours of operation of State Street Mall vendors. Such hours of operation need not be uniform throughout the license year, but may be varied based on seasonal differences and special events;

(4) The determination of monthly location changes by licensees among the locations designated by the commissioner under subsection (a)(2).

(b) Proposed rules and regulations shall be published in a newspaper of general circulation in the city no fewer than 10 and no more than 20 days prior to the effective date thereof; the effective date shall also be set out in such publication. In addition, each current licensee shall be given written notice, by first class mail, of the proposed rules and regulations. During the period between the publication and the effective date of such rules and regulations, the commissioner shall accept and consider comments and may hold public hearings thereon. The commissioner may also amend the proposed rules and regulations during such period, without further publication. On the published effective date, the proposed rules and regulations, as amended, shall be published in final form and shall take effect. Rules and regulations shall be maintained in the offices of the department of [public works] *transportation* for public inspection during business hours.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 4, Chapter 384, Sections 010 And 100.*

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

SECTION 1. Section 4-384-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-384-010. Definitions.

Whenever used in this chapter:

(a) "Department of consumer services" means the department of consumer services of the city of Chicago.

(b) "Commissioner" means the commissioner of consumer services of the city of Chicago.

(c) "Commissioner of [public works] *transportation*" means the commissioner of [public works] *transportation* of the city of Chicago.

(d) "State Street Mall" means the sidewalk adjoining State Street from the south edge of Wacker Drive to and including the north edge of Congress Parkway in the city of Chicago.

(e) "Food" means food and beverages allowed to be sold in accordance with this chapter.

(f) "Sidewalk cafe" means a portion of an eating and drinking place, located on a public right-of-way that provides waiter or waitress service and is either an enclosed or unenclosed cafe.

(g) "Person" means any natural individual, firm, trust, partnership, association or corporation in his or its own capacity or as administrator, conservator, executor, trustee, receiver or other representative appointed by a court. Whenever the word "person" is used in any section of this chapter prescribing a penalty or fine as applied to partnerships or associations, the word shall include the partners or members thereof, and such word as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of said section.

SECTION 2. Section 4-384-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**4-384-100. Formulation Of Rules And Regulations.**

The commissioner, with the advice of the commissioner of [public works] *transportation* and the State Street Mall commission, as to State Street Mall cafes, shall formulate rules and regulations for the location, arrangement and design of sidewalk cafes to ensure the flow of pedestrian traffic, the safety of pedestrians and auto traffic, the access to buildings and transportation facilities, the prevention of an excessive number of cafes, and the best service to the public, such regulations to include without limitation:

- (1) The size, design and other specifications for tables and serving equipment to be used by operators, and the design of enclosures or partial enclosures;
- (2) The location and design of sites for sidewalk cafes;
- (3) The types of food and beverages that may be served at cafes;
- (4) The time periods during which application can be made for a sidewalk cafe license;
- (5) Any other matter pertaining to this chapter.

**SECTION 3.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 5, Chapter 4, Section 100.*

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

**SECTION 1.** Section 5-4-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**5-4-100. Nuisance Buildings -- Examination And Abatement.**

The commissioner of buildings shall cause an examination to be made of any building alleged to be a public nuisance for any of the foregoing reasons, such examination to be made by a board of survey, composed of

one sanitary inspector and one building inspector, each of whom shall be appointed by the commissioner of buildings from the regular force of inspectors, and one medical inspector who shall be appointed by the board of health at the request of the commissioner of buildings. If the board of survey shall find and report that a public nuisance exists, the commissioner of buildings shall serve notice upon the owner, his agent, or the person in possession, charge, or control of such building, directing him to abate the nuisance and to place the building in a condition which shall not endanger the public health, within such reasonable time as the board of survey shall recommend. Upon the failure of the person so notified to obey said notice, the commissioner of buildings shall, after the expiration of the time specified therein, abate the nuisance by ordering the vacation of such building, or part or parts thereof, when such vacation is required by the public health of this city; and if within 30 days after such vacation has been ordered the building or buildings are not put in a sanitary condition, the commissioner of buildings shall have the power to order the demolition of such building or buildings. [The commissioner of public works is hereby authorized and directed to furnish the necessary service for such demolition on the request of the commissioner of buildings.]

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 7, Chapter 28, Sections 580, 600 And 620.*

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

**SECTION 1.** Section 7-28-580 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**7-28-580. Removal Of Vault Contents.**

All putrid or offensive matter, and all night soil and the contents or privies, catchbasins, vaults, and cesspools, and all obnoxious substances in the city shall be removed in accordance with the provisions of this code. All such privies, catchbasins, vaults, and cesspools, when cleaned, shall be disinfected with freshly burned lime, and the work of such disinfection shall be done by the person removing such contents.



The owner, tenant, or occupant of any building or premises in the city shall not employ, cause, or permit any part of the contents of any vault, privy, catchbasin, or cesspool (being thereon, and of which he has control) to be removed, unless according to a permit or the regulations of the department of [public works.] *the environment*. No privy or other erection mentioned in this section shall be filled with or covered with dirt until its offensive contents shall be removed.

SECTION 2. Section 7-28-600 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

7-28-600. Vehicle For Removal Of Vault Contents.

No part of the contents of any privy, vault, sink, or cesspool (except substances other than excrements insoluble in water), any accumulation of any offensive fluid, or any liquid or semiliquid substances or material, being in any excavation, cellar, or place within the city, shall be removed therefrom, nor shall the same be transported through any public way of the city unless the same shall be removed and transported under a permit from the department of [public works] *the environment, in a manner consistent with regulations issued by the commissioner*. [by means of an airtight iron wagon of a capacity of not less than 70 cubic feet, in such a manner as shall entirely prevent the escape of any noxious or offensive odors therefrom.] All tools, pails, and tubs used by the scavengers shall be made from galvanized iron or other metal and shall be free from all wood to prevent saturation of the night soil into them.

SECTION 3. Section 7-28-620 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

7-28-620. Chemical Closets.

A chemical closet shall be construed to be any closet or privy in which human excreta and urine are deposited in a receptacle containing a solution of caustic hydrates. The receptacle in such a closet shall be watertight. The capacity of such receptacle shall be as follows:

	Gallons
Not more than 10 persons .....	60
More than 10 but not more than 20 persons .....	100
More than 40 persons .....	300

A solution containing at least 16.42 percent crude caustic hydrates (one and two-thirds pounds to one gallon of water) shall be used in such receptacles, and such chemical closets shall not be used until properly charged with such solution.

The contents of such chemical closets shall be removed and disposed of by a regularly licensed night soil scavenger in compliance with the requirements of this code. Every such closet shall be cleaned before being removed from one building or premises to another, and as often otherwise as may be deemed necessary by the Commissioner of *[public works.] health.*

**SECTION 4.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 8, Chapter 4, Section 280.*

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

**SECTION 1.** Section 8-4-280 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**8-4-280. Removing Sod Or Earth.**

No person shall dig, cut, or remove any sod or earth from any public way *within the city without a permit from the commissioner of transportation, or from any other public place within the city without a permit from the commissioner of [public works,] general services,* or from any premises not his own without the consent of the owner, under a penalty of not less than *[\$5.00 nor more than] \$50.00* for each offense.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 4, Section 010.*

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

SECTION 1. Section 9-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-4-010. Definitions.

Whenever the following words and phrases are used in Chapters 9-4 through 9-100, they shall have the meanings respectively ascribed to them in this section:

\* \* \* \* \*

"Commissioner," when used alone, means the commissioner of [public works] *transportation* of the city.

\* \* \* \* \*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 8, Section 010.*

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

**SECTION 1.** Section 9-8-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-8-010. Authorized -- Compliance Required.**

(a) The commissioner of [public works] *transportation* is hereby authorized to cause the placement, erection and maintenance of traffic-control devices as provided in the traffic code, as required to make effective the traffic ordinance of the city, and as necessary to guide and warn traffic. The commissioner is also authorized to place and maintain temporary traffic-control devices as needed in connection with construction or special events or experimental devices for the purposes of an engineering study; provided, however, such devices shall not be maintained for longer than 180 days without city council approval. Upon the authorization of the commissioner of [public works,] *transportation*, the actual erection, placement and maintenance of any traffic-control device shall be performed by the appropriate city department or bureau. All traffic-control devices placed and maintained pursuant to the traffic code shall conform to the manual and specifications approved by the State of Illinois Department of Transportation and shall so far as practicable be uniform as to type and location throughout the city. All traffic-control devices so erected and not inconsistent with the provisions of state law or *this code shall be officially traffic-control devices.*

(b) The driver of any vehicle shall obey the instructions of any applicable traffic-control device placed in accordance with the provisions of the traffic code, unless otherwise directed by a police officer or traffic control aide.

(c) No operator of a vehicle shall attempt to avoid obedience to any traffic-control device by driving upon or through any private property, alley or traffic island.

(d) No provision of any traffic ordinance for which traffic-control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible to be seen by an ordinary observant person. Whenever a particular section does not state that signs or other devices are required, such section shall be effective even though no signs or other devices are erected or in place.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 12, Sections 020, 040, 050, 060 And 070.*

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

**SECTION 1.** Section 9-12-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-12-020. Non-Motorized Traffic On Controlled-Access Highway.**

(a) The commissioner of [public works] *transportation* with respect to any controlled-access highway under the city's jurisdiction may prohibit the use of any such highway by pedestrians, bicycles, or other non-motorized traffic or by any person operating a motor-driven cycle. The commissioner shall erect and maintain official signs on the controlled-access highway on which such prohibitions are applicable.

(b) When official signs have been erected on any controlled-access highway prohibiting the use of the roadway by pedestrians, bicycles, or other non-motorized traffic or by any person operating a motor-driven cycle, no person shall disobey the restrictions stated on such signs.

**SECTION 2.** Section 9-12-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-12-040. Play Streets.**

(a) The commissioner of [public works] *transportation*, subject to the approval of the city council, may designate certain streets or parts of streets, other than main thoroughfares, as play streets to be devoted to recreational purposes for children, under proper regulation and supervision. Such designation shall describe the street or part of the street to be used for such purpose, the hours of the day and the days of the week when it shall be roped off, and such other directions as he may deem necessary for the protection of the children and of the public. In preparing his recommendations, the commissioner shall give preference to neighborhoods where recreation space and playground facilities are not otherwise available, and such streets or parts of streets on which vehicular traffic is light shall be selected. It shall be the duty of the heads of the several departments of the city government to render such assistance in the administration of the play street system as shall be necessary to insure safety to the children using same.

(b) During the hours that any play street is in use for recreation, the roadway thereof shall be closed to vehicular traffic by removable barriers. Such barriers shall be kept in place until the close of the period of recreation each day that it is to be used and shall then be removed.

(c) Whenever authorized barriers are erected indicating any street or part thereof as a play street, no person shall drive a vehicle upon such street or part thereof except drivers having business or whose residences are within such closed area, and each such driver shall exercise the greatest care in driving upon any such street or portion thereof.

SECTION 3. Section 9-12-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-12-050. Traffic Lanes.

(a) The commissioner of [public works] *transportation* is hereby authorized to mark traffic lanes upon the roadway where in his judgment a regular alignment of traffic is necessary.

(b) Where traffic lanes have been marked to preserve a regular alignment of traffic, it shall be unlawful for the driver of any vehicle to fail or refuse to keep his vehicle within the designated boundaries of any such lane except when lawfully passing another vehicle.

SECTION 4. Section 9-12-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-12-060. Bus Lanes.

(a) The commissioner of [public works] *transportation* is hereby authorized to designate portions of the roadway as bus lanes where in his judgment a separation of traffic is necessary to expedite the flow of traffic and shall indicate such designated lanes with appropriate signs or markings.

(b) When a bus lane is designated and indicated by appropriate signs or markings, it shall be unlawful for the operator of any vehicle other than a bus to enter or use such lane.

**SECTION 5.** Section 9-12-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-12-070. Speed Limits.**

(a) The provisions of Section 11-601 of the Illinois Vehicle Code shall be applicable on all streets within and under the jurisdiction of the city. The absolute statutory urban speed limit shall be 30 miles per hour in streets and 15 miles per hour in alleys. The absolute statutory nonurban speed limit shall be 55 miles per hour.

(b) Where the commissioner of [public works] *transportation* has determined on the basis of an engineering or traffic investigation that the statutory speed limits are greater or less than is reasonable or safe with respect to the conditions found to exist along any part of any roadway, the urban speed limits may be increased, but not in excess of 55 miles per hour, and may be diminished, but not to less than 20 miles per hour, and the nonurban speed limit may be diminished, but not to less than 35 miles per hour, when such determination is approved by an ordinance of the city council. Such ordinance altering speed limits shall be enforceable when appropriate signs giving notice of the limit are erected at the proper places along the affected roadway or highway or part thereof.

**SECTION 6.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 16, Sections 010, 040 And 050.*

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

**SECTION 1.** Section 9-16-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-16-010. Markings And Indicating Devices.**

(a) The commissioner of [public works] *transportation* is hereby authorized to place markings or other devices within or adjacent to intersections indicating the course to be traveled by vehicles turning at

such intersections, and such course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance.

(b) When authorized markers, buttons or other indications are placed within or adjacent to an intersection indicating the course to be traveled by turning vehicles, it shall be unlawful for the operator of a vehicle to disobey the directions of such indications.

**SECTION 2.** Section 9-16-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-16-040. Limitations On Turning.**

(a) The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction at any point closer than 100 feet to any intersection unless official signs are erected to permit such turns.

(b) It shall be unlawful for the operator of any vehicle to turn such vehicle in any street so as to proceed in the opposite direction in the territory bounded by and including Wacker Drive on the west and the north, Michigan Avenue on the east, and Congress Parkway on the south, unless official signs are erected to permit such turns.

(c) The commissioner of [public works] *transportation* is authorized to determine those places within 100 feet of an intersection or within the area described in subsection (b) where turns in the opposite direction shall be permitted and to erect appropriate signs giving notice thereof.

**SECTION 3.** Section 9-16-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-16-050. Turns Restricted -- Where And When.**

(a) The commissioner of [public works] *transportation* is hereby authorized to determine intersections, alleys and driveways at which operators of vehicles shall not make a right or left turn and upon what streets or parts of streets operators of vehicles shall not turn such vehicles so as to proceed in the opposite direction, and he shall erect appropriate signs giving notice of the prohibitions. The making of right or left turns in the opposite direction may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed or covered by the



commissioner of [public works] *transportation* when such turns are permitted.

(b) Whenever official signs are erected indicating that no right or left turn or turn in the opposite direction is permitted, no driver of a vehicle shall disobey the directions of any such sign.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 20, Sections 010 And 020.*

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

SECTION 1. Section 9-20-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-20-010. One-Way Streets -- Through Traffic Prohibited On Certain Public Ways.

(a) The commissioner of [public works] *transportation* is hereby authorized, subject to the approval of the city council, to determine and designate one-way streets and alleys, and he shall erect and maintain appropriate signs giving notice thereof. Signs indicating the direction of lawful traffic movement shall be placed at every intersection and alley where movement of traffic in the opposite direction is prohibited.

(b) Upon those streets and parts of streets and in those alleys so designated as one-way streets or alleys, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained at intersections and alleys where movement in the opposite direction is prohibited.

(c) It shall be unlawful to operate any motor vehicle on an alley or any other portion of the public way on which through traffic has been prohibited by the posting of an appropriate sign, other than for the purpose of gaining access to or leaving property that is adjacent to such portion of the public way. The operation of a motor vehicle on an alley or any other such appropriately marked portion of the public way located between two streets intersecting with such portion of the public way without parking, or without stopping to load or unload passengers or

goods, shall be prima facie evidence of a violation of this subsection. Any person who violates this subsection shall be fined \$100.00 for each offense.

**SECTION 2.** Section 9-20-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-20-020. Reversible Lanes And Contra-Flow Bus Lanes.**

(a) The commissioner of [public works] *transportation* is hereby authorized to determine and designate streets, parts of streets, or specific lanes thereon upon which vehicular traffic shall proceed in one direction during one period and the opposite direction during another period of the day, and he shall place and maintain appropriate markings, signs, barriers or other devices to give notice thereof and to divide traffic traveling in opposite directions in shifting lanes. Contra-flow bus lanes shall only be established upon the approval of the city council.

(b) It shall be unlawful for any person to drive any vehicle in violation of such markings, signs, barriers or other devices so placed in accordance with this section.

**SECTION 3.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 24, Section 010.*

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

**SECTION 1.** Section 9-24-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-24-010. Stop Signs.**

(a) Whenever the city council by ordinance designates a street or portion thereof as a through street, the commissioner of [public works] *transportation* shall place and maintain a stop sign on every street intersecting the through street unless traffic at any such intersection is controlled by traffic-control signals; provided, however, that at the

intersection of a through street and a heavy-traffic street not so designated, stop signs shall be erected at the approaches of either or both of the streets as may be determined by the commissioner upon the basis of an engineering and traffic study. The commissioner is hereby authorized to determine and designate intersections where particular hazards exist upon other than through streets and to determine whether vehicles shall stop at one or more entrances to any such intersections and to erect a stop sign at every such place where a stop is required. The commissioner is also authorized to erect stop signs at marked crosswalks between intersections where in his judgment a stop is required to protect pedestrian traffic. Every stop sign shall be erected as near as practicable to the nearest line of the crosswalk on the near side of the intersection or, if there is no crosswalk, than as close as practicable to the nearest line of the roadway.

(b) When stop signs are erected as herein provided, every operator of a vehicle shall stop the vehicle at the sign or at a clearly marked stop line before entering the nearest crosswalk, if any, or the intersection, except when directed to proceed by a police officer or traffic control aide.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 48, Sections 020 And 040.*

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

SECTION 1. Section 9-48-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-48-020. Horse-Drawn Carriages -- Areas Designated For Use -- Permit For Use In Other Areas.

(a) Except as provided in subsection (b), horse-drawn carriages shall be allowed to operate only in such areas or on such routes as are designated from time to time by the commissioner of [public works,] *transportation*, subject to the approval of the city council.

(b) Operation of carriages in areas or on routes not designated pursuant to subsection (a) shall be by permit only. Such permits shall be issued by the commissioner of [public works,] *transportation*, for a fee of \$25.00, only

upon application of a licensed operator at least 72 hours prior to the date of the proposed use and only for a period of time not to exceed eight hours. Each permit shall specify the route on which the permit holder may operate, the location of permitted stops, and the hours for which the permit is valid.

**SECTION 2.** Section 9-48-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-48-040. Horse Drawn Carriages -- Left Turns -- Loading And Unloading Passengers.**

(a) No horse-drawn carriage shall make a left turn from any street unless such turn is expressly authorized by permit, ordinance or route designation by the commissioner of [public works.] *transportation*.

(b) The driver of a horse-drawn carriage shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers other than at a designated carriage stand except:

(i) in the case of an emergency; or

(ii) as provided in a permit issued pursuant to Section 9-48-020(b); or

(iii) if a carriage stand is fully occupied, a driver may stop to unload passengers to the front or rear of the stand, but in no event more than 25 feet from nearest boundary of the stand, and without obstructing any traffic lane, intersection or crosswalk, and only for the period of time necessary to unload passengers.

(c) Whenever stopping to load or unload passengers, the driver of a horse-drawn carriage shall stop the carriage parallel to the curb, with the curbside wheels no more than 12 inches from the curb.

**SECTION 3.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 60, Sections 010 And 030.*

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

**SECTION 1.** Section 9-60-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-60-010. Crosswalks Authorized -- Crossing Between Intersections Prohibited When.**

(a) The commissioner of [public works] *transportation* is hereby authorized to designate and maintain by appropriate lines upon the surface of roadway, crosswalks at intersections where in his opinion there is particular danger to pedestrians crossing the roadway and at such other places as he may deem necessary.

(b) Whenever, upon the basis of an engineering or traffic investigation upon any street, it is determined that pedestrian crossings between intersections shall be prohibited in the interest of public safety, pedestrians shall not cross between intersections except where there may be a marked crosswalk. Such regulations against pedestrians crossing between intersections shall be effective when appropriate signs giving notice thereof are erected.

**SECTION 2.** Section 9-60-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-60-030. Limited Access Streets And Highways -- Public Pedestrian Tunnels And Bridges.**

(a) No pedestrian shall cross the roadway of a limited-access street or highway other than by means of those facilities which have been constructed as pedestrian crossings or at those points where marked crosswalks have been provided.

(b) No pedestrian shall cross a roadway where a public pedestrian tunnel or bridge has been provided other than by way of the tunnel or bridge within a section to be determined by the commissioner of [public works] *transportation* and to be so designated by the erection of appropriate signs or fencing.

SECTION 3. This ordinance shall be in full force and effect from and after January 1, 1992.

Title 9, Chapter 64.  
(Various Sections)

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

SECTION 1. Section 9-64-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-030. Diagonal Parking Zones.

(a) The commissioner of [public works] *transportation* is hereby authorized to establish diagonal parking zones and to designate such zones by placing and maintaining suitable signs and markings. Such diagonal parking zones shall be established only after appropriate engineering studies have indicated that diagonal parking will not be hazardous and at all times will leave not less than 20 feet of available roadway for the ingress and egress of vehicles between the rows of parked vehicles. Diagonal parking zones shall be established only on streets at their termini beyond the last cross-street intersection, on streets which serve only as service drives, or on streets designated as service drives by ordinance. *The commissioner shall consult with the parking administrator in the selection of locations for diagonal parking zones.*

(b) It shall be unlawful to park any vehicle in any designated diagonal parking zone or space except diagonally to the edge of the roadway and within the pavement markings.

SECTION 2. Section 9-64-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-040. Street Cleaning.

(a) For the purpose of facilitating the cleaning of streets, the commissioner of streets and sanitation is authorized to post temporary signs, and the commissioner of [public works] *transportation* to erect and

maintain permanent signs, designating the days of the week and hours of the day and the part of the street in which the parking of vehicles is prohibited because of street cleaning.

(b) It shall be unlawful to park any vehicle on any street in violation of a sign posted, erected or maintained pursuant to this section.

(c) The commissioner of streets and sanitation is authorized to tow any vehicle parked in violation of this section to the nearest lawful parking space or to move the vehicle temporarily during street cleaning operations.

**SECTION 3.** Section 9-64-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-64-050. Parking Restrictions -- Handicapped Parking.**

(a) The commissioner of [public works,] *transportation*, subject to the approval of the city council, is authorized to erect signs on any residential street in an R1, R2, R3, R4 or R5 district to prohibit parking except by vehicles displaying a handicapped or disabled veterans state registration plate or a handicapped parking decal or device issued pursuant to Section 3-616 or Section 11-1301.2 of the Illinois Vehicle Code. The [commissioner] *parking administrator* is authorized to determine the specific times and days that the restrictions shall be in effect. Fees for the installation and maintenance of signs erected pursuant to this section shall be 50 percent of the fees established for the installation and maintenance of signs under Section 9-68-030.

(b) The [commissioner of public works] *parking administrator* is authorized to designate [by the erection of signs on business streets] certain areas *on business streets* in which parking is prohibited except by vehicles displaying a handicapped or disabled veterans state registration plate or a handicapped parking decal or device issued pursuant to Section 3-616 or Section 11-1301.2 of the Illinois Vehicle Code. Such areas shall comprise at least two percent of the available on-street parking spaces on any street within the area bounded by Roosevelt Road to the south, Halsted Street from Roosevelt Road to Chicago Avenue and LaSalle Street from Chicago Avenue to Division Street on the west, Chicago Avenue from Halsted Street to LaSalle Street and Division Street from LaSalle Street to Lake Michigan on the north and Lake Michigan on the east. The [commissioner of public works] *parking administrator* is authorized to determine the specific times and days that the restrictions shall be in effect. *The parking administrator shall consult with the commissioner of transportation in the selection of locations.* All locations selected by the [commissioner of public works] *parking administrator* [for the erection of

signs] pursuant to this subsection shall be subject to the review and approval of [the commissioner of the department on aging and disability.] *a member of the mayor's staff designated for this purpose.* The commissioner of [public works] *transportation* and the [commissioner of the department on aging and disability] *mayor's designee* shall develop a comprehensive plan for designating areas of restricted parking pursuant to this subsection. *The commissioner of transportation shall install appropriate signs at areas designated pursuant to this section.*

(c) It shall be unlawful to park any vehicle in any space designated by signs as a handicapped parking space or in any parking stall of a private or public parking lot designated by the lot owner or his agent as reserved for handicapped parking unless the vehicle bears handicapped or disabled veteran state registration plates or a handicapped parking decal or device issued pursuant to Section 3-616 or Section 11-1301.2 of the Illinois Vehicle Code and such vehicle is operated by the person to whom the special registration plates, special decal or device was issued or a qualified operator acting under his express direction while the disabled person is present.

(d) Any motor vehicle bearing a handicapped license plate or a handicapped parking decal or device containing the international symbol of access issued to handicapped persons by any local authority, state, district, territory or foreign country shall be recognized as a valid license plate or device and receive the same parking privileges as provided in this section.

**SECTION 4.** Section 9-64-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-64-060. Snow Removal.**

(a) For the purpose of facilitating snow removal, the commissioner of [public works] *transportation* is authorized to erect and maintain signs prohibiting the parking of vehicles on any street or streets within the city between the hours of 3:00 a.m. and 7:00 a.m. from December 1st of any year to March 31 of the following year and to further designate such street or streets as "tow zones".

(b) It shall be unlawful to park any vehicle on any street in violation of a sign erected or maintained pursuant to this section.

**SECTION 5.** Section 9-64-080 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:



9-64-080. Parking Restricted On Certain Days Or Hours.

(a) The commissioner of [public works] *transportation* is authorized, based on traffic need supported by an engineering study, to erect and maintain on any through street or street on which a bus line is operated appropriate signs indicating no parking between designated hours on either side of the street Monday through Friday.

(b) The commissioner of [public works] *transportation* is authorized to determine, subject to the approval of the city council, those streets or parts of streets upon which standing or parking shall be prohibited within certain hours or permitted for a limited time and to erect and maintain appropriate signs giving notice of the restrictions.

(c) It shall be unlawful to stand or park any vehicle in violation of a sign erected or maintained pursuant to this section.

SECTION 6. Section 9-64-090 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-090. Resident Permit Parking.

(a) Subject to the approval of the city council, the commissioner of [public works] *transportation* is authorized to erect and maintain signs on any block of any residential street in an R1, R2, R3, R4 or R5 zoning district indicating resident permit parking only, when it has been determined on the basis of a traffic engineering study that 33 percent or more of the vehicles parked in a given block are not owned by residents of the district. The hours of the day, days of the week or months of the year when such regulations shall be effective shall also be determined by the traffic engineering study. When official signs are erected indicating resident permit parking only, parking shall be restricted to service and delivery vehicles whose operators are doing business with residents of the district and to vehicles displaying resident or visitor parking permits issued pursuant to Section 9-68-020 herein.

(b) It shall be unlawful to park any unauthorized vehicle in violation of signs erected or maintained pursuant to this section.

SECTION 7. Section 9-64-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-140. Common-Carrier Vehicle Stops And Stands.

(a) The commissioner of [public works] *transportation* is authorized to establish bus stops upon 20-day prior notice to the alderman of the ward in which the bus stop is to be located and, subject to the approval of the city council, is authorized to establish horse-drawn carriage stands, bus stands, taxicab stands and stands for other passenger common-carrier motor vehicles on such public streets and in such number as shall be determined to be of the greatest benefit and convenience to the public, and every such stop or stand shall be designated by appropriate signs or curb markings or both.

(b) It shall be unlawful to stand or park a vehicle, other than the type of vehicle for which the stop or stand is reserved, in any stop or stand described in subsection (a) that has been officially designated by appropriate signs or markings; provided, however, that this provision shall not apply to a vehicle engaged in the expeditious loading or unloading of passengers when such standing does not interfere with any bus, horse-drawn carriage or taxicab waiting to enter or about to enter such zone.

SECTION 8. Section 9-64-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-150. Parking Prohibited -- Fire Stations, Railroad Crossings And Hazardous Locations.

(a) The commissioner of [public works] *transportation* is authorized to erect and maintain signs indicating no parking at any place within 20 feet of the entrance to any fire station, on the side of any street opposite the entrance to any fire station within 75 feet of the entrance, or within 50 feet of the nearest rail of a railroad crossing.

(b) The commissioner of [public works] *transportation* is authorized to determine places in which the standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic and those streets or parts of streets upon which parking shall be prohibited, and to erect and maintain appropriate signs giving notice that standing or parking is prohibited.

(c) It shall be unlawful to stand or park any vehicle in violation of any sign erected or maintained pursuant to this section.

SECTION 9. Section 9-64-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-160. Curb Loading Zones.

(a) The commissioner of [public works] *transportation* is authorized, subject to the approval of the city council, to determine the location of curb loading zones and shall place and maintain appropriate signs indicating the zones and the hours during which standing or parking is restricted.

(b) It shall be unlawful to park any vehicle in any place designated as a curb loading zone during hours when the provisions applicable to such zones are in effect, except for the expeditious loading and pick-up or unloading and delivery of materials from commercial vehicles and then for a period not to exceed thirty minutes; provided, however, the operator of a motor vehicle of the first division may stand in a curb loading zone for the purpose of and while actually engaged in the expeditious loading or unloading of passengers when such standing does not interfere with any vehicle used for the transportation of materials which is waiting to enter or about to enter such zone.

(c) The commissioner of [public works] *transportation* is authorized to issue special permits to allow the backing of a vehicle to the curb for the purpose of loading or unloading merchandise or materials subject to the terms and conditions of such permits. Such permit may be issued to the owner of the vehicle and shall grant to such person the privileges as therein stated and authorized therein, provided that such permit shall be either in the possession of the operator or on the vehicle at the time such vehicle is backed against the curb to take on or discharge a load. It shall be unlawful for any permittee or other person to violate any of the special terms or conditions of any such permit.

SECTION 10. Section 9-64-170 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-170. Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab 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 12th, 14th, 23rd and 40th wards this

prohibition shall not apply to the owner of a pick-up truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to his place of residence and the vehicle bears a special parking permit issued in accordance with this subsection. The owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The [commissioner of public works] *parking administrator* shall issue a permit upon receipt of a completed application, payment of a \$25.00 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. If a residential parking zone restriction is in effect at the owner's place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090.

(b) It shall be unlawful to park any truck, tractor, semi-trailer, trailer or self-contained motor home, or bus on any business street in the city 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.

(c) It shall be unlawful to stand or park any vehicle six feet or greater in height within 20 feet of a crosswalk.

SECTION 11. Section 9-64-200 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-200. Parking Meters -- Installation And Pavement Markings.

(a) The commissioner of [public works] *transportation* shall cause parking meters to be installed in such numbers and at such places in parking meter zones established by the city council as in his judgment may be necessary to the regulation and control of the parking of vehicles therein, and shall have markings painted or placed upon the pavement adjacent to each parking meter for the purpose of designating the parking space for which the meter is to be used. *The commissioner shall consult with the parking administrator in determining the number of meters necessary in any zone.*

(b) It shall be unlawful to park any vehicle in any designated parking meter space except entirely within the area defined by the markings for that space.

SECTION 12. Section 9-64-210 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-64-210. Television News Permit Parking Areas.

(a) A television news permit parking area for vehicles used to transport filming equipment and for transmitting and receiving television news signals shall be established on the west side of North Clark Street from a point 85 feet south of Lake Street to a point 52 feet north of Randolph Street, excluding the distance of 15 feet north and 15 feet south of any fire hydrant located within such area.

(b) The [commissioner of public works] *parking administrator* is authorized to issue television news parking permits to television news stations. Each permit shall be individually numbered and shall indicate the name of the television news station and the authorized location where the vehicle is permitted to park. The permit shall be issued annually and without charge.

(c) The commissioner of [public works] *transportation* shall place and maintain appropriate signs indicating the area in which parking is restricted to vehicles displaying a television news parking permit.

(d) No television news station may park more than one vehicle in the television news parking permit area at any time.

(e) It shall be unlawful to stand or park any vehicle that does not display a television news parking permit at a location established pursuant to subsection (a) and marked with signs erected pursuant to subsection (c). Any vehicle parked in violation of this section shall be subject to an immediate tow to a city vehicle pound.

SECTION 13. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 68, Sections 030, 040 And 050.*

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

SECTION 1. Section 9-68-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-68-030. Loading Zones And Prohibited Parking Spaces.

(a) No sign shall be erected by the commissioner of [public works] *transportation* upon the special request of the owner, agent or lessee of any building for the specific purpose of designating a loading zone or prohibited parking space in front of the entrance to such building, or in front of the property upon which such building is located, until the owner, agent or lessee has paid into the city treasury a fee of \$60.00 for each sign to be erected which shall include maintenance for such sign for a period of one year from date of erection. In addition, there shall be an annual surcharge of \$5.00 per lineal foot for each foot of curb space in excess of 25 feet removed by such designation. The owner, agent or lessee shall pay into the city treasury in advance annually a fee of \$20.00 for the continued maintenance of each such sign and the appropriate annual surcharge. The fees required herein shall not apply to the erection of signs in front of any public building or in front of any theater, school, church, or not-for-profit corporation.

(b) If the owner, agent or lessee does not desire to continue maintenance of a sign erected under this section, he shall notify the commissioner of [public works] *transportation* in writing at least 30 days prior to the last day of the current annual period. If the owner, agent or lessee fails either to give such notice or to remit the appropriate fees for the next annual period prior to the termination of the current annual period, the commissioner of [public works] *transportation* shall remove such sign subject to the procedures contained in subsection (c) herein.

(c) The commissioner of [public works] *transportation* shall cause a notice to be sent to the owner, agent or lessee informing such person that the sign or signs will be removed unless the annual maintenance fee is paid within 30 days from the date the notice mailed. The commissioner shall not authorize the erection of a new sign for a period of three years after the removal of any sign pursuant to this subsection unless payment of the fee for erection, annual surcharge and any prior unpaid maintenance fees owed to the city by such owner, agent or lessee has been made prior to or at the time of application for erection of a new sign.

(d) The commissioner of [public works] *transportation* may remove any sign erected pursuant to this section whenever public convenience or necessity warrants after providing 15 days notice to the owner, agent or lessee, if any, who is paying annual fees for the sign.

SECTION 2. Section 9-68-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-68-040. Athletic Events At Wrigley Field.

(a) For any athletic event conducted at Wrigley Field, the commissioner of [public works] *transportation* may, by regulation, designate a portion of the public way as a staging area in which passengers may board or depart from privately operated buses. During the time such designation is in effect, no privately operated bus may park or stand in such area without a permit issued by the commissioner under this section, other than for the purpose of picking up or discharging disabled passengers. A permit required under this section shall be clearly displayed at all times while the bus is in the designated staging area.

(b) Permits shall be issued by the commissioner in accordance with rules and regulations promulgated by him. Such rules and regulations shall provide that if the number of applications exceeds the number of permits authorized by him for the athletic event, priority shall be given to those applications that are received the earliest. However, preference shall be given to applications for buses carrying primarily disabled or elderly passengers.

The rules and regulations may also provide for the issuance of permits pursuant to a random selection process for applications that are received on the same day.

(c) Permits shall be valid only for the athletic event for which they are issued. The fee for each permit shall be \$40.00.

(d) The commissioner may authorize any individual or entity to act as an agent of the city for the purpose of distributing permits and collecting and remitting permit fees to the city, all in accordance with this section and the rules and regulations adopted pursuant to this section.

(e) In addition to the staging area designated pursuant to subsection (a), the commissioner may designate locations at which privately owned buses without permits issued under this section may park or stand for the purpose of picking up or discharging passengers.

(f) The commissioner may, by regulation, designate an area surrounding Wrigley Field in which it shall be unlawful to stop or park a privately operated bus for the purpose of picking up or discharging passengers, other than in legal parking spaces and those locations designated pursuant to subsections (a) and (e).

(g) The commissioner shall erect appropriate signs indicating the areas designated pursuant to this section.

(h) For purposes of this section only, "privately owned bus" or "bus" means a motor vehicle that is owned and operated by a person other than a governmental entity and is designed for carrying 12 or more persons.

(i) Any person who stands or parks a motor vehicle in violation of this section or the rules and regulations adopted pursuant to this section shall be subject to a fine of \$100.00 for each offense.

**SECTION 3.** Section 9-68-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-68-050. Temporary Removal Of Parking Meters.**

The commissioner of [public works] *transportation* may order temporary removal of parking meters during construction periods provided a permit for work in a public way has been issued. The permittee shall pay a fee of \$100.00 in advance for the removal and reinstallation of each parking meter. In addition, the permittee shall pay a monthly surcharge per meter based upon the average revenue during the preceding year in that parking meter area. The surcharge imposed by this section shall not apply where the permittee is performing construction work pursuant to a contract with the city or other governmental entity.

**SECTION 4.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 72, Sections 020, 030, and 070.*

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

**SECTION 1.** Section 9-72-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:



**9-72-020. Operation Of Vehicles Restricted.**

It shall be unlawful to operate any vehicle upon any boulevard (a) when such vehicle is used for carrying freight or other goods and merchandise for commercial purposes, (b) when such vehicle is designed primarily for carrying freight or other goods and merchandise, and (c) when such vehicle is used for carrying freight or other goods and merchandise on the outside of the vehicle; provided, however, that vehicles carrying freight or other goods from or to any building or premises abutting any boulevard where it is impossible from the location of the building or the character of the freight or other goods to be received or delivered, to receive or deliver the freight or other goods and merchandise from an alley or a side street or a street other than the boulevard, shall be permitted to enter the boulevard at the cross street nearest the building or premises to receive or deliver the freight or other goods but shall not proceed further on the boulevard than the nearest cross street. Operators of emergency vehicles and such vehicles excepted by permits issued by the commissioner of [public works] *transportation* are exempt from provisions of this section. Notwithstanding the foregoing provisions, it shall not be unlawful to operate any of the vehicles described in clauses (a), (b) and (c) on those portions of Interstate Route 55, and the exit and entrance ramps thereto, which lie between the King Drive Interchange and the north and southbound lanes of Lake Shore Drive and the most easterly lane of northbound Lake Shore Drive and the most westerly lane of southbound Lake Shore Drive and the exit and entrance ramps of Lake Shore Drive which lie between Interstate Route 55 and 31st Street; provided that such vehicles are traveling to or from the McCormick Place complex and its support facilities.

**SECTION 2.** Section 9-72-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-72-030. Designation Of Streets With Size And Weight Limitations.**

(a) The commissioner of [public works] *transportation* is authorized, subject to the approval of the city council, to determine and designate those streets or parts of streets upon which the operation of trucks or other commercial vehicles shall be prohibited or upon which the use of such vehicles shall be restricted by imposing limitations as to the weight of such vehicles, and he shall erect and maintain appropriate signs on such streets or parts of streets giving notice thereof.

(b) Whenever official signs are erected prohibiting the use of any street or part of a street by trucks or other commercial vehicles or imposing weight and size limitations upon such vehicles using the street, no person

shall drive a truck or other commercial vehicle in violation of any such signs except for the purpose of delivering or picking up materials or merchandise and then only by entering such street at the intersection nearest the destination of the vehicle and proceeding thereon no farther than the nearest intersection thereafter. The word "load" when used on official signs erected by authority of this section shall mean the gross weight of the vehicle and its load, if any.

SECTION 3. Section 9-72-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-72-070. Special Permits.

(a) The commissioner of [public works] *transportation* may, upon application in writing and good cause being shown, issue a special permit authorizing a vehicle or combination of vehicles not in conformity with the size regulations of this chapter or the wheel and axle load and gross weight provisions of Section 15-111 of the Illinois Vehicle Code, to be operated or moved upon any street or highway under the jurisdiction of the city. The fee for this permit shall be \$50.00.

(b) The application for any such permit shall specifically describe the vehicle or vehicles and load to be operated or moved and the particular streets or highways for which the permit to operate is requested, and whether such permit is requested for a single trip or for continuous operation.

(c) The commissioner of [public works] *transportation* is authorized to withhold such permit or, if such permit is issued, to limit the number of trips, to establish seasonal or other time limitations within which the vehicles described may be operated on the streets or highways indicated, or otherwise to prescribe conditions of operation of such vehicle or vehicles, when such action, in the judgment of the commissioner, is necessary to assure against undue damage to the road foundation, surfaces or structures.

(d) The commission of [public works] *transportation* shall not issue such permit unless the applicant shall have furnished a certificate of insurance naming the city as additional insured for the amount of \$1,000,000.00 so as to save the city harmless from any claim, loss or damage that may result from the granting of such permit or that may arise from or on account of any work done thereunder, and further conditioned that the grantee shall restore at his own cost, to a condition satisfactory to the commissioner of streets and sanitation, any pavement, subway, tunnel, sewer, pipe, conduit or other public utility that may be injured by reason of the transportation of such article under such permit.

(e) Every permit issued under this section shall be carried in the vehicle to which it refers and shall be produced for inspection upon request by any police officer.

(f) It shall be unlawful for any person issued a permit under this section, or any employee or agent of such person, to violate any of the terms or conditions of the permit. The penalty for any such violation shall be a fine of \$500.00.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 9, Chapter 80, Sections 130 And 170.*

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

SECTION 1. Section 9-80-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-80-130. City-Owned Parking Facilities.**

(a) It shall be unlawful for any person to park a vehicle in a city-owned parking facility unless the vehicle is properly parked in a designated parking space and such person has paid the appropriate parking fee.

(b) It shall be unlawful for any person to park a vehicle or allow a vehicle to remain in a city-owned parking facility during the hours that the facility is not open for use.

(c) Whenever a vehicle is parked in violation of this section, any person authorized to issue a notice of parking violation pursuant to Section 9-64-220, may attach a parking violation notice to the vehicle.

(d) Any person who violates this section shall be fined \$25.00 for each offense. Any vehicle parked in violation of this section shall be subject to an immediate tow and removal to a city vehicle pound or authorized garage.

(e) [The] *At the request of the parking administrator, the commissioner of [public works] transportation shall cause to be erected signs indicating the times when parking is prohibited at such facility and warning that unauthorized or illegally parked vehicles shall be ticketed and towed.*

**SECTION 2.** Section 9-80-170 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**9-80-170. Unauthorized Signs Declared A Nuisance -- Exceptions.**

(a) No person shall place, maintain, or display upon or in view of any public way any unauthorized sign, signal, marking, or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal, and no person shall place or maintain upon any public way any traffic sign or signal bearing thereon any commercial advertising.

(b) Every person convicted of a violation of this section shall be fined not less than \$100.00 nor more than \$500.00 for each offense. Every sign, signal, or marking prohibited under this section is hereby declared to be a public nuisance, and the commissioner of [public works] *transportation* is empowered to and shall remove the same or cause it to be removed without notice.

(c) This section shall not apply to crossing guards displaying portable stop signs to permit the street crossing of children or to "Neighborhood Watch" signs installed and maintained by local residents or organizations; provided, however, that "Neighborhood Watch" signs shall be uniform in size, color and design as approved by the Chicago Police Department and shall be installed only on residential streets, at least eight feet above curb grade, not less than 150 feet from any intersection and in such a manner as not to obstruct any traffic or other regulatory sign or signal. This section also shall not be deemed to prohibit the erection, upon private property adjacent to public ways, of signs giving useful directional information and of a type that cannot be mistaken for official traffic signs.

**SECTION 3.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 88, Sections 010 And 040.*

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

SECTION 1. Section 9-88-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-88-010. Traffic Regulations And Vehicle Laws -- Enforcement.

(a) It shall be the duty of the superintendent of police to enforce the traffic regulations of this city and all of the state vehicle laws applicable to street traffic in this city, to make arrests for traffic violations, to investigate accidents and to cooperate with the commissioner of [public works] *transportation* and other officers of the city in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties imposed by the traffic code or other ordinances of this city.

(b) Officers of the police department and traffic control aides are authorized to direct all traffic by voice, hand or signal in conformance with traffic laws or ordinances. In the event of fire or other emergency or in order to expedite traffic or safeguard pedestrians, officers of the police department and traffic control aides may direct traffic contrary to traffic control devices as conditions may require.

SECTION 2. Section 9-88-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-88-040. Accident And Traffic Reports.

(a) The police department shall receive and properly file all accident reports made to it under state law or under any ordinance of this city, but all such accident reports made by drivers shall be for the confidential use of the police department, the corporation counsel, the commissioner of [public works,] *transportation* and other officers of the city for official use. All other accident reports made by police officers or others may be furnished to persons or organizations having an interest therein, and the police department shall charge a fee of \$5.00 for each such report or, in the case of an accident which was investigated by an accident reconstruction officer or accident reconstruction team, \$20.00 for each such report. The police department shall also maintain a suitable record of all traffic accidents reported for each driver.

(b) The superintendent of police shall annually prepare a traffic report which shall be filed with the mayor and the city council. Such report shall contain information on:

(1) The number of traffic accidents, the number of persons killed, the number of persons injured, and other pertinent traffic accident data;

(2) The number of traffic accidents investigated and other pertinent data on the safety activities of the police;

(3) The plans and recommendations of the superintendent of police for future traffic safety activities.

(c) Whenever the accidents at any particular location become numerous, the superintendent of police shall cooperate with the commissioner of [public works] *transportation* in conducting studies of such accidents and determining remedial measures.

SECTION 3. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 9, Chapter 108, Section 010.*

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

SECTION 1. Section 9-108-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-108-010. *Definitions.*

For the purpose of this chapter:

(a) "Carriage" means any device in, upon or by which any person is or may be transported or drawn upon a public way, designed to be or capable of being driven by a horse.

(b) "Carriage stand" means that portion of a curb lane designated by the department of [public works] *transportation* for loading and unloading of passengers for horse-drawn vehicles.

(c) "Commissioner" means the commissioner of consumer services of the City of Chicago.

(d) "Department" means the department of consumer services of the City of Chicago.

(e) "Horse" means an animal of the genus equus.

(f) "Initial license period" shall be that period beginning 15 days following the effective date of this ordinance and terminating on the thirty-first day of December.

(g) "Person" means a natural person, partnership, firm, corporation or other legal entity.

(h) "Place of business" means a business office, with a separate telephone number and listing.

(i) "Subsequent license period" means and shall be all license periods following the initial license period and running from the first day of January following termination of the initial license period through the following thirty-first day of December.

(j) "Veterinarian" means a practicing veterinarian licensed by the state of Illinois.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 4, Sections 050, 060, 070 And 080.*

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

**SECTION 1.** Section 10-4-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-4-050. Assignment Of Numbers.

The commissioner of [public works] *planning and development* shall assign or cause to be assigned the legal number at the entrance to any residence, apartment or place of business that is located on any parcel that is a lot of record and has frontage on a dedicated public street.

SECTION 2. Section 10-4-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-4-060. Information On Numbers.

The commissioner of [public works] *planning and development* shall inform the owner, agent or person in possession of such premises as to the number thereof at any time upon demand and upon payment of the proper fee.

SECTION 3. Section 10-4-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-4-070. Alteration Of Numbers.

Whenever any house or building shall have been numbered or renumbered, in accordance with the provisions of this chapter, such number shall not be changed or altered without the consent of the commissioner of [public works.] *planning and development*.

SECTION 4. Section 10-4-080 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-4-080. Mistake Or Conflict In Numbering.

In all cases where house or lot numbers have been assigned on any street in pursuance of this chapter, it shall be the duty of the commissioner of [public works] *planning and development* to adjust and reassign such numbers as the same may be required; and in all cases where there is a mistake or conflict in numbers said commissioner shall direct and make the proper adjustment of the same.



SECTION 5. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 8, Sections 330 And 400.*

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

SECTION 1. Section 10-8-330 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-8-330. Parade, Public Assembly Or Athletic Event.

a. The following terms are defined for the purposes of this chapter as follows:

(1) "Parade" means any march, procession or other similar activity consisting of persons, animals, vehicles or things, or combination thereof, upon any public street, sidewalk, alley or other public place, which does not comply with normal and usual traffic regulations or controls.

(2) "Public assembly" means a company of persons collected together in one place.

(3) "Athletic event" means any event involving the conduct of exercises, sports or games.

b. No parade, public assembly or athletic event is permitted on any portion of the public way of the city of Chicago unless a permit allowing such activity has been obtained from the department of [public works.] *transportation.*

c. A person, partnership, voluntary association, or other organization seeking to obtain a parade or public assembly permit shall file an application with the commissioner of [public works] *transportation* in the same calendar year as, and not less than seven days before, the date for which the parade or public assembly is proposed, unless the requested permit is for a parade or public assembly to be held in January, in which case the application must be filed seven days before the date for which the parade or public assembly is requested.

d. A person, partnership, voluntary association or other organization seeking to obtain an athletic event permit shall file an application with the commissioner of [public works] *transportation* in the same calendar year as, and not less than 45 days before, the date for which the athletic event is requested, unless the requested permit is for an event to be held in January, in which case the application must be filed 45 days before the date for which the athletic event is requested.

e. The application for a parade, public assembly or athletic event permit shall contain the following information, which must be updated by the applicant as circumstances change:

(1) The name, address, and telephone number of the person signing the application;

(2) The name, address, and telephone number of the authorized and responsible leaders of the organization conducting the parade, public assembly or athletic event;

(3) The date of the proposed parade, public assembly or athletic event and the hours that it will commence and terminate;

(4) The location of the assembly and disbanding area and the time when the parade, public assembly or athletic event will begin to assemble and disband;

(5) The approximate number of persons to participate in the parade, public assembly or athletic event; and

(6) The route along which the parade, public assembly or athletic event will proceed, and the lanes of traffic it will occupy.

f. The commissioner of [public works,] *transportation*, where good and compelling causes are shown therefor, may consider any application for a parade or public assembly permit which is filed less than seven days before the date such parade or public assembly is proposed to be conducted.

g. Except as otherwise provided in this subsection, all applications for any permit filed hereunder shall be processed on a first-in-time basis. During the first two business days of each calendar year, the commissioner of [public works] *transportation* shall accept all applications for a parade or public assembly permit filed hereunder without giving priority to applications filed first in time. Any conflict between or among two or more such applications filed during that period for the same day or for overlapping routes shall be resolved by a lottery to be conducted by the commissioner.

The commissioner of [public works] *transportation* shall notify each such applicant in writing of the existence of the conflict and of the date, place and time of the lottery. Within seven days after the lottery, the applicants not chosen may submit alternative preferences to the commissioner. Any conflicts arising among the alternative preferences shall be resolved in accordance with the lottery procedures set forth herein.

Applications for a parade or public assembly permit received during the first two business days of the calendar year shall be given priority over applications received thereafter.

h. The commissioner of [public works] *transportation* shall investigate the facts set out in the application and shall issue a permit when he finds that:

(1) The proposed activity will not substantially or unnecessarily interfere with traffic in the area contiguous to the route;

(2) There are available at the time of the parade, public assembly or athletic event a sufficient number of peace officers to police and protect lawful participants in the activity;

(3) The concentration of persons, animals, vehicles or things at the assembly and disbanding areas and along the parade or athletic event route will not prevent proper fire and police protection of ambulance service;

(4) The event is not being conducted for an unlawful purpose; and

(5) An applicant for an athletic event permit has complied with subsection (j) herein.

i. The commissioner of [public works] *transportation* shall act upon the application for a parade or public assembly permit within two days after the filing thereof. If the commissioner of [public works] *transportation* disapproves the application, he shall mail to the applicant within two days after the date upon which the application was filed, a notice of his action, stating the facts and conclusions which are the basis for his denial of the permit.

Any applicant who believes that his application is wrongfully disapproved may appeal to the mayor the propriety of said action. Upon the filing of such appeal, the mayor shall cause a hearing to be held and based upon the evidence contained in the record of such hearing, either affirm or reverse the decision of the commissioner of [public works.] *transportation*. The action of the mayor shall be subject to judicial review

in accordance with applicable law. In the event that the commissioner of [public works] *transportation* fails to act within two days after the date upon which the application was filed, said application for a permit shall be deemed approved and the permit deemed granted in conformance with the application.

j. Upon the filing of an application to conduct an athletic event, the commissioner of [public works] *transportation* shall investigate the facts set forth in the application and determine:

(1) The amount, if any, to be tendered to the city of Chicago by the applicant to compensate the city for the provision of any city services deemed necessary by the commissioner for the safe and orderly conduct of the athletic event; and

(2) The amount, if any, of any bond or insurance, naming the city of Chicago as the insured, that the commissioner determines is necessary to insure the city against any liability arising from the athletic event.

No athletic event permit shall be issued until such fees are paid or bonds furnished. The commissioner shall adopt rules and regulations to govern the determination of whether any fees or bonds are required and the amount of any such fees or bonds.

k. The commissioner of [public works] *transportation* shall inform such applicant for an athletic event permit whether the application is approved or disapproved within 30 days after the filing thereof. If the commissioner approves the application, he shall inform the applicant within such time of the compensation, insurance or bond, if any, required pursuant to subsection (j). If the commissioner disapproves the application, he shall provide written notice of his action within such time, stating the specific facts and conclusions which are the basis for his denial of the permit. If the commissioner fails to act within 30 days after the date upon which the application was filed, said application for an athletic event permit shall be deemed approved and the permit deemed granted in conformance with the application.

l. The commissioner of [public works] *transportation* in denying an application for a parade, public assembly or athletic event permit shall be empowered to authorize the conduct of a parade, public assembly or athletic event on a date, at a time, at a location, or over a route different from that named by the applicant. An applicant desiring to accept an alternate parade, public assembly or athletic event permit shall within two business days after notice of the action by the commissioner, file a written notice of acceptance with the commissioner. An alternate parade, public assembly or athletic event permit shall conform to the

requirements of and shall have the effect of a parade, public assembly or athletic event permit.

m. Immediately upon the receipt of an application for a parade, public assembly or athletic event permit, the commissioner of [public works] *transportation* shall send a copy thereof to the following:

- (1) The office of the mayor;
- (2) The department of police;
- (3) The fire department;
- (4) The department of law;
- (5) The Chicago Transit Authority;
- (6) The Chicago Park District;
- (7) The mayor's office of special events;
- (8) The alderman of the ward or wards in which the parade, public assembly or athletic event is to be held;
- (9) The department of streets and sanitation's ward superintendent of the ward or wards in which the parade, public assembly or athletic event is to be held; and
- (10) The chairman of the appropriate committee of the city council of the city of Chicago.

n. The commissioner of [public works,] *transportation*, in consultation with other city departments and agencies, shall promulgate rules and regulations to implement this section.

o. Any person who knowingly interferes with any other person or organization lawfully conducting a parade, public assembly or athletic event or any person violating any of the provisions of this ordinance shall be fined not less than \$5.00 nor more than \$500.00.

**SECTION 2.** Section 10-8-400 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-8-400. Barbed Wire Fence.**

No person shall build, construct, use or maintain any fence or barrier consisting or made of what is called "barbed wire", or of which barbed wire is a part, within the city, along the line of, or in, or upon, or along, any public way; or through, along, or around, any public park; or in and about or along any land or lots or parks owned or controlled by the city. Provided, that nothing in this section shall be construed to prevent the use or maintenance of barbed wire in or on that part of any such fence or barrier which is higher than six feet from the surface of the public way, public park, lot or park owned or controlled by the city, and wholly on or over private property.

Whenever in the city, in, along or through any public way or park, barbed wire is found in use in part or in whole for a fence or barrier, except as in this section permitted, the same shall forthwith be removed by the commissioner of [public works.] *transportation*.

**SECTION 3.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 28.  
(Various Sections)*

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

**SECTION 1.** Section 10-28-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-020. Removal Of Street Obstruction.**

The commissioner of [public works] *transportation* or the commissioner of streets and sanitation is hereby authorized to order any article or thing whatsoever which may encumber or obstruct any public way, public landing, wharf or pier within the city to be removed. If such article or thing shall not be removed within six hours after notice to the owner or person in charge thereof to remove the same, or if the owner cannot be readily found for the purpose of such notice, the commissioner of [public works] *transportation* or the commissioner of streets and sanitation shall cause the same to be removed to some suitable place, to be designated by the said commissioner. The owner of any article so removed shall be

subject to a penalty of not more than \$10.00 in addition to the costs of such removal.

Any article or thing which may be removed in accordance with this section, if of sufficient value to more than pay the expenses thereof, shall be advertised 10 days and, unless the same shall be reclaimed and the penalty and costs paid by the owners thereof, shall be sold by the department of [public works.] *transportation*. The proceeds of such sale shall be paid into the city treasury, and the balance, if any, after deducting the penalty and costs, shall be paid to any person furnishing satisfactory proof of ownership.

SECTION 2. Section 10-28-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-040 Building Upon Public Ways.

Except as otherwise allowed by this code or by regulations issued by the commissioner of [public works,] *transportation*, no person shall erect or place any building, structure, or other stationary object, in whole or in part, upon any public way or other public ground within the city. The commissioner of [public works] *transportation* may issue permits for the temporary placement of tables or stands on public sidewalks pursuant to regulations. The regulations promulgated by the commissioner of [public works] *transportation* for the placement of such temporary stands or tables shall not become effective until 30 days after notice of such regulations have been submitted to the city council and [the committee on streets and alleys.] *its committee having jurisdiction over privileges in the public way*. Every person that violates or fails to comply with the provisions of this section or the regulations issued hereunder shall be fined not less than \$50.00 and not more than \$500.00 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. The owner of any building, structure or object illegally placed on the public way shall also be subject to removal of the building, structure or object, at the owner's expense.

SECTION 3. Section 10-28-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-060. Barber Poles And Temporary Signs.**

The superintendent of compensation may issue permits for the erection of any cloth signs over sidewalk space, or for barber poles attached to a building upon the following conditions:

A written application shall be filed by the applicant for such permit with the superintendent of compensation, together with the written consent of the property owner to whose property the sign or barber pole is to be attached.

The applicant shall pay to the [city collector] *department of revenue* the following fees at the time of filing such application: for each barber pole or sign the sum of \$10.00; for each canvas or cloth sign the sum of \$2.00.

Permits for the cloth signs shall be for a period of 60 days or fraction thereof, and may be renewed for a further period of 60 days, provided the same is maintained in a safe and sanitary condition, and provided such renewal shall be only upon the approval of the commissioner of [public works.] *transportation*. No permit shall be issued for a barber pole or a temporary sign, except upon the written approval of the alderman of the ward in which said sign or barber pole is to be erected.

Permits for barber poles or temporary signs shall be subject to revocation at any time by the superintendent of compensation, and shall be revoked by the superintendent of compensation in all cases where the commissioner of [public works, in the exercise of his discretion, has determined that such revocation is proper or necessary.] *transportation determines that the permitted barber pole or temporary sign interferes with use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.*

Any person that shall violate or shall refuse, neglect or fail to comply with the provisions of this section shall be fined not less than [\$2.00] *\$20.00* nor more than \$100.00 for each offense.

**SECTION 4.** Section 10-28-064 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-064. Advertising Signs.**

Except as specifically permitted by this code, no person shall place, install or knowingly maintain on the surface of the public way an advertising sign, as defined in Section 10-28-066 or a structure or device to which such an advertising sign is affixed. Any such advertising sign, structure or device that is placed, installed or maintained on the public



way in violation of this section is hereby declared a public nuisance and may be removed at any time by the commissioner of [public works] *transportation* at the expense of the person responsible for the violation.

Any person who violates this section shall be subject to a fine of not less than \$50.00 and not more than \$200.00 for each offense. Each day that such violation occurs shall be considered a separate offense.

**SECTION 5.** Section 10-28-120 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-120. Police Enforcement.**

It shall be the duty of the superintendent of police to see to the enforcement of the foregoing provisions of this chapter, and every policeman shall, whenever there is any obstruction in any public way, endeavor to remove the same; and, in case such obstruction shall be of such a character that the same cannot readily be removed, then such policeman shall report the same to the department of [public works,] *transportation* and the said department shall remove such obstruction.

**SECTION 6.** Section 10-28-122 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-122. Permit -- Application.**

(a) Application for a permit to erect a kiosk on the public way shall be made to the commissioner of general services on forms provided by him. The application shall be accompanied by a fee to be established by the commissioner pursuant to regulations.

(b) The application shall contain the following information:

(i) The name and address of the applicant;

(ii) The address of the building to be served by the kiosk;

(iii) A site drawing to indicate the intended location of the kiosk in relation to the building, the public street, existing public signs, parking meters, trees and other permanent attachments to the public way;

(iv) A description of the building materials and architectural style of the building to be served;

(v) A description of the size, building materials and architectural style of the proposed kiosk; and

(vi) Such other information as the commissioner determines to be necessary.

(c) Within three days after receiving the application, the commissioner of general services shall forward a copy to the commissioner of [public works] *transportation* and the alderman of the ward in which the site of the proposed kiosk is located. The commissioner of [public works] *transportation* shall cause the proposed location of the kiosk to be examined, and shall report to the commissioner of general services whether the kiosk, if erected, would cause damage to the public way surrounding it or to utilities located thereunder. The commissioner of [public works] *transportation* shall report the results of this inspection to the commissioner of general services.

(d) The commissioner shall approve or deny an application for a permit not less than 35 and not more than 60 days after receiving the application. If the commissioner denies the application, he shall notify the applicant in writing of the denial and the reasons therefor.

(e) The commissioner shall approve the application unless:

(1) The proposed kiosk will not be compatible with the aesthetic character of the community in which it is to be erected; or

(2) The size, location or structural design of the kiosk would present a danger to the safety of pedestrian or vehicular traffic; or

(3) The erection of the kiosk would cause damage to the surrounding public way or to utilities located thereunder; or

(4) The location of the proposed kiosk would unreasonably interfere with pedestrian or vehicular traffic.

(f) The commissioner of general services shall take no action on the application until 30 days after sending it to the alderman, during which period the alderman may request a public hearing on the application in accordance with this subsection. An alderman who receives a copy of an application for a kiosk permit may request that the city council committee [on streets and alleys] *having jurisdiction over privileges in the public way* conduct a hearing on the application. The chairman of the committee

shall give notice to the applicant of the date, time and place of hearing. The applicant and all interested persons shall be allowed an opportunity to be heard at the hearing. After conducting the hearing, the committee may issue a report summarizing the issues addressed at the hearing and recommending approval or denial of the permit. Any such report must be filed with the commissioner of general services not later than 30 days after the application was delivered to the alderman.

(g) The committee [on streets and alleys] may recommend denial of the permit only for the reasons described in subsection (e) of this section. Any committee report recommending denial of an application must state the specific reasons for the recommendation.

(h) In considering an application, the commissioner of general services shall give due consideration to the committee's report, if any, and shall be bound by the standards set forth in subsection (e) of this section.

**SECTION 7.** Section 10-28-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-130.**

It shall be unlawful for any person to erect, locate, construct or maintain any newspaper stand on the public way or on any other unenclosed property owned or controlled by the city without obtaining a permit therefor from the commissioner of [public works] *transportation* as hereinafter provided. No new permit for a newspaper stand shall be issued on or after the effective date of this ordinance; provided that permits that have expired or have been revoked may be reissued as provided in this article.

**SECTION 8.** Section 10-28-135 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-135.**

(a) Notwithstanding any provision to the contrary, all newspaper stand permits issued prior to the effective date of this section shall expire on January 1, 1992; provided that any such permit for which no newspaper stand is in existence on the effective date of this section shall expire on such effective date. Such permits may not be renewed but may be reissued by the Commissioner as provided in this Article. Notwithstanding any other provision to the contrary, any newspaper stand operated pursuant to

a permit issued prior to the effective date of this section shall not be subject to the provisions of Sections 10-28-165 and 10-28-170 prior to the expiration of such permit.

(b) The commissioner of [public works] *transportation* may from time to time reissue all or a portion of those permits that have been revoked or have expired. The commissioner shall advertise in a newspaper of general circulation within the city the availability of such permits at least 10 days prior to accepting applications for the permits.

SECTION 9. Section 10-28-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-150.

Application for a permit for a newspaper stand or for renewal of such permit shall be made to the commissioner of [public works] *transportation* upon such form as shall be provided by him, and shall contain the name and address of the applicant, the location or proposed location of such newspaper stand, the number of daily publications and other publications that will be sold from the stand, the number of days of the week that the stand will be open and operating, and a statement that such permit will be accepted subject to the conditions and provisions thereof and subject to the conditions and provisions of all laws and ordinances affecting the maintenance of such newspaper stand now or hereafter in effect. Such application shall be signed by the applicant. The commissioner of [public works] *transportation* shall require the applicant to submit additional supporting materials reasonably necessary to determine compliance with this code. In the case of an application that is subject to review under Section 10-28-160(a), such supporting materials shall include plans, drawings, photographs and information about existing or proposed building materials and color schemes in sufficient detail to ensure compliance with this code.

SECTION 10. Section 10-28-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-160.

(a) Within three business days after an application is filed with the commissioner of [public works] *transportation* for a permit for a newspaper stand, other than an application for the renewal of a permit for an existing newspaper stand, the commissioner shall deliver a duplicate of the

application to the commissioner of planning *and development* and to the alderman of the ward in which the newspaper stand is or will be located. Upon receipt of such application, the alderman may refer the application to the city council's committee [on transportation and] *having jurisdiction over privileges for use of the public way* for the purpose of conducting public hearings on the proposed permit application. All interested persons, including the applicant, shall be given an opportunity to be heard at such hearings. After conducting such hearings, the Committee may issue a report summarizing the issues that were addressed at the hearings and recommending approval or denial of the application. Any such report must be filed with the commissioner of [public works] *transportation* not later than 30 days after the application was received by the alderman.

The Committee's report on the permit application shall be based solely on the following considerations:

- (1) whether the design, materials and color scheme of the newspaper stand comport with and enhance the quality and character of the streetscape, including nearby development and existing land uses;
- (2) whether the newspaper stand complies with this code;
- (3) whether the applicant has previously operated a newspaper stand at that location;
- (4) the extent to which services that would be offered by the newspaper stand are already available in the area;
- (5) the number of daily publications proposed to be sold from the newspaper stand; and
- (6) the size of the stand relative to the number of days the stand will be open and operating.

Any Committee report recommending disapproval of a permit application must state the specific reasons for the recommendation, which reasons shall be consistent with an applicant's constitutional rights contained in the First, Fifth and Fourteenth Amendments of the United States Constitution, and Sections 2 and 4 of Article I of the Illinois Constitution of 1970.

Upon receipt of the permit application, the commissioner of planning *and development* shall review the application and supporting materials, and shall report to the commissioner of [public works] *transportation* his recommendation for acceptance or denial based solely upon the considerations described in paragraphs (1) through (6) of this subsection

(a). Such report shall be filed with the commissioner of [public works] *transportation* within 30 days after the application was received by the commissioner of planning *and development*.

In acting on all applications filed pursuant to this subsection, the commissioner of [public works] *transportation* shall give due consideration to the Committee's report, if any, and to the recommendation of the commissioner of planning, and shall be bound by the same standards as apply to the Committee in approving or denying a permit.

Notwithstanding any other provision to the contrary, any application under this subsection (a) for a permit for a newspaper stand to be located on property on which a designated landmark is situated, or on the public way between the street and the property line of such property, shall be subject to permit review by the Commission on Chicago [Historical and Architectural] Landmarks pursuant to Chapter 2-120 of this code. An application for a permit for such a newspaper stand or for written approval to substantially remodel such a newspaper stand shall not be considered filed with the commissioner of [public works] *transportation* under this Article until the application is approved by the commission pursuant to that chapter.

(b) In the case of an application for renewal of a permit that has been previously issued under subsection (a), the commissioner of [public works] *transportation* shall renew the permit if he determines that the application and the newspaper stand are in compliance with this code. If he determines that the application or newspaper stand is not in compliance with this code, he shall deny the permit.

(c) Any action denying or approving a permit application under subsection (a) of this section shall be made by the commissioner of [public works] *transportation* not less than 35 and not more than 65 days after the application is filed with the commissioner. Any action denying or approving a permit application under subsection (b) shall be made by the commissioner of [public works] *transportation* within 10 days after the application is filed with the commissioner. If the commissioner denies the application, he shall notify the applicant by mail of the reasons for his decision. Within 10 days after notice of denial of an application is sent, the applicant may request a hearing at which he will be given an opportunity to prove that the determination of the commissioner was in error. The commissioner of [public works] *transportation* (in cooperation with the commissioner of planning *and development* if the denial was based on his determination) shall schedule a hearing to be held within 30 days after he received the request.

If, after the hearing, the commissioner of [public works] *transportation* determines that his previous determination was incorrect, the commissioner shall promptly issue or renew the permit.

(d) No newspaper stand may be substantially remodeled without prior written approval from the commissioner of [public works] *transportation* pursuant to the standards set forth in paragraphs (a)(1) and (a)(2) of section 10-28-160 and any other standards therefor promulgated by him in cooperation with the Department of planning and *development* in furtherance of the purposes of this Article.

(e) Notwithstanding any other provision to the contrary, when two or more otherwise equally qualified applications are pending for new newspaper stands that are to be located in any area of the city in which only one newspaper stand is permitted, preference shall be given to the application for the newspaper stand offering the largest number of different daily publications.

SECTION 11. Section 10-28-165 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-165.

(a) The annual fee for a newspaper stand permit shall be based on the land values and the square footage of public property occupied by the newspaper stand, including any rack, awning or overhang attached thereto, and shall be determined by the commissioner of general services in accordance with regulations promulgated by him for computing rental values for occupancies of public property. In no event shall the annual fee be less than \$50; provided, however, the annual fee for a newspaper stand that is open and in operation only on Saturdays and/or Sundays shall be one-half of the fee that would otherwise be applicable.

(b) Such permit shall remain valid until May 1st of the year following the year in which it is issued and may be renewed as provided in this Article. Applications for renewal shall be filed pursuant to section 10-28-160(b) with the commissioner of [public works] *transportation* no later than 45 days prior to the date the permit is to expire.

SECTION 12. Section 10-28-170 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-170.

Newspaper stands shall be constructed in accordance with the general design therefor to be approved by the commissioner of [public works]

*transportation*. The height of such stand shall not exceed 9 feet. A newspaper stand, including any rack, awning, or overhang attached thereto, may occupy no more than 120 square feet of public property.

Such stands shall be constructed in accordance with specifications set forth in rules and regulations promulgated by the commissioner of [public works] *transportation* after consultation with the department of buildings.

**SECTION 13.** Section 10-28-180 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-180.

The maintenance of newspaper stands subject to regulation under this Article shall be under the direction and supervision of the commissioner of [public works] *transportation*. [Nothing shall be exhibited, offered or sold from newspaper stands except daily newspapers printed and published in the city.] Each such newspaper stand must be maintained in a safe, neat and clean condition and shall be kept free of graffiti. No advertising bill, poster, card, or other advertising matter of any kind whatsoever shall be exhibited, displayed or placed on, or affixed to, any such stand. A newspaper stand shall be used for no purpose other than the exhibition and sale of newspapers, periodicals and similar publications. On the outside of each newspaper stand there shall be clearly displayed at all times a sign stating the name, business telephone number and address of the permit holder. In addition, a copy of the permit shall be displayed prominently inside the newspaper stand. Any newspaper stand that is not in compliance with this requirement shall be removed by the city pursuant to this Article.

**SECTION 14.** Section 10-28-190 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-190.

(a) Any permit for a newspaper stand shall be revoked by the commissioner of [public works] *transportation* if:

(1) The newspaper stand is erected, located or maintained in violation of this code or regulations adopted pursuant thereto;



(2) The newspaper stand has not been occupied and open for business purposes at any time within the previous 60 day period;

(3) The operator of the newspaper stand fails to take reasonable precautions to prevent the stand from being used for illegal activities;

(4) It is determined that the permit holder has submitted false information in or in connection with his application; or

(5) In the case of a permit for a new newspaper stand, the permit holder fails to erect a stand meeting the requirements of this code within 90 days after the permit is issued.

(b) Before a permit is revoked pursuant to this section, notice of the revocation and the reasons therefor shall be mailed to the permit holder. Within 10 days of such notice, the permit holder may request a hearing at which he will be given an opportunity to respond to the allegations in the complaint. If no request for a hearing is made within such 10 day period, the permit shall be revoked. If such a request is made, a hearing shall be scheduled by the commissioner of [public works] *transportation* within 30 days after receiving the request. If, after the hearing, the commissioner determines that the allegations in the notice of revocation are true, he shall revoke the permit and order the newspaper stand removed. Within 15 days after the permit for a newspaper stand has been revoked, the former permit holder shall remove the newspaper stand from the public way or other public property and repair any damage to the property caused by the installation or removal of the stand. If such action is not taken by the former permit holder, the city shall cause the removal and repairs to be made and may collect from the former permit holder an amount equal to the amount of the city's expenses for such removal and repair.

(c) In addition to any other authority given to the commissioner pursuant to this section, the commissioner shall cause the removal of any newspaper stand on the public way or on any other unenclosed property owned or controlled by the city for which no valid permit is in effect. Prior to doing so, the city shall post a notice on the stand stating that the stand must be removed and the public property restored to its original condition within 15 days after the date of the notice. If the name and address of the owner or operator of the newspaper stand is known to the commissioner, a copy of the notice shall be mailed to that person. The notice shall also state that the owner or operator of the stand may request a hearing to demonstrate compliance with this Article by filing such request in writing with the commissioner within the 15 day period. If the stand is not removed and no such request is filed within the 15 day period, the city shall cause the removal and repairs to be made and may collect from the owner or operator an amount equal to the amount of the city's expenses for such removal and repairs. If a timely request for a hearing is filed, a

hearing shall be scheduled by the commissioner within 30 days after the request is made. If, after the hearing, the commissioner determines that the newspaper stand is not in compliance with this Article, he shall order the stand removed and the public property repaired within 15 days. If the stand is not removed and the repairs are not made within such 15 day period, the city shall cause the removal and repairs to be made and may collect from the owner or operator an amount equal to the city's expenses for such removal and repairs.

(d) Notwithstanding any provisions to the contrary, the city may remove summarily any newspaper stand that poses an immediate threat to the health or safety of the public. Within 15 days after taking such action, the commissioner shall notify by mail the holder of the permit for the newspaper stand (or, if there is no such permit and the identity and address of such person may be reasonably ascertained, the owner of the newspaper stand) of the action taken and the reasons therefor. Within 10 days after such notification is made, the permit holder or newspaper stand owner may request a hearing for the purpose of determining whether the newspaper stand was in violation of this Article. If after such hearing, or if no timely request is made, the commissioner determines that such a violation did occur, the commissioner shall revoke the permit for the newspaper stand, if any, and the permit holder or newspaper stand owner shall be required to pay the city an amount equal to the amount of the city's expense in removing the newspaper stand and making necessary repairs.

(e) Any salvageable portion of a newspaper stand removed by the city pursuant to this Article, and any contents of such stand, shall be stored by the city for a period of 30 days. The owner of the stand may reclaim the property within such 30 day period by paying to the city all amounts payable to the city for its expenses in removing the stand and repairing the public property, plus a \$50 storage fee. Any property that is not so reclaimed shall be disposed of as unclaimed property.

**SECTION 15.** Section 10-28-191 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-191.

The commissioner of [public works] *transportation* shall have the authority to adopt such orders, rules and regulations as he may deem necessary for the proper administration and enforcement of the provisions of this Article.

**SECTION 16.** Section 10-28-194 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-194. Maximum Dimension.**

No person shall place, install or maintain a newsrack on the public way if such newsrack exceeds 26 inches in width, 26 inches in depth, or 50 inches in height; provided, however, that a coin slot not exceeding 10 inches in width, 10 inches in depth, or 25 inches in height, may be attached to the top of the newsrack, as long as the combined height of the newsrack and coin slot does not exceed 65 inches. As used in this section, "newsrack" means any self-service or coin-operated box, container, storage unit or other dispenser designed, intended, used, placed, installed or maintained for the display and sale or distribution of newspapers, periodicals or other publications.

Any newsrack that is placed, installed or maintained on the public way in violation of this section is hereby declared a public nuisance and may be removed at any time by the commissioner of [public works] *transportation* at the expense of the person responsible for the placement of the newsrack.

Any person who violates this section shall be subject to a fine of not less than \$50.00 and not more than \$200.00 for each offense. Each day that such violation occurs, and each violation involving a different newsrack, shall be considered a separate offense.

**SECTION 17.** Section 10-28-196 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-196. Advertising Signs On Newsracks -- Prohibited.**

No person shall place, install or maintain on any newsrack on the public way an advertising sign as defined in Section 3.2 of the Chicago Zoning Ordinance, as amended. Any newsrack placed, maintained or installed on the public way, and containing an advertising sign in violation of this section, is hereby declared a public nuisance and may be removed at any time by the commissioner of [public works] *transportation* at the expense of the person responsible for the placement of the newsrack. If the sign cannot be removed without damage to the newsrack, the commissioner shall remove the newsrack from the public way at the expense of the person responsible for the placement of the newsrack.

Any person who violates this section shall be subject to a fine of not less than \$50.00 and not more than \$200.00 for each offense. Each day that such violation occurs shall be considered a separate offense.

SECTION 18. Section 10-28-210 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follow:

10-28-210. Application And Plans.

Application for such permit shall be made to the superintendent of compensation, and shall contain the name and address of the applicant and the proposed location and dimensions of said canopy or marquee.

Plans and specifications of such canopy or marquee and of the part of the building or structure to which it is to be attached shall be filed with the commissioner of [public works.] *transportation*. Such plans and specifications shall be submitted to the buildings commissioner and the division marshal in charge of bureau of fire prevention for approval, and no permit shall be issued until such approval is obtained. No alteration or change from plans or specifications on file in the office of the commissioner of [public works] *transportation* shall be made without the written consent thereto of the commissioner of [public works,] *transportation*, the buildings commissioner and said division marshal.

No canopy or marquee that has been or may hereafter be authorized by any general or special ordinance, which projects over any public way or other public place, shall be equipped with or have attached thereto any illuminated or other sign, transparency, placard, streamer or other advertising matter or device of any kind. Provided, however, that no permit shall be issued for the erection, construction or maintenance of any such canopy or marquee attached to any building which shall extend over any boulevard, street or other public way taken over from the Chicago Park District by the city of Chicago by virtue of an Act entitled "An Act in relation to an exchange of certain functions, property and personnel among cities and park districts having co-extensive geographic areas and population in excess of 500,000", approved July 5, 1957, effective January 1, 1959; and provided further that the buildings commissioner may issue a permit for the construction and temporary use of a canvas canopy or awning for a particular event requiring its use over such boulevards, streets and public ways.

SECTION 19. Section 10-28-220 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-220. Bond Required.**

Said plans and specifications shall be accompanied by a good and sufficient bond executed by the grantee, running to the city, in the penal sum of \$10,000.00, with sureties to be approved by the commissioner of [public works,] *transportation*, conditioned upon the faithful observance and performance of each and every condition and provision of said permit and conditioned further to indemnify, keep and save harmless the city against all liabilities, judgments, costs, damages and expenses which may in any way come against said city in consequence of the granting of said permit 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 by virtue of the authority given in such permit. This bond shall be filed with said plans in the office of the commissioner of [public works,] *transportation*. Said bond and the liability of the sureties thereon shall be kept in force throughout the life of said permit, and if at any time during the life of said permit such bond shall not be in full force, then the authority and privileges thereby granted may be terminated by the commissioner of [public works] *transportation* or the superintendent of compensation.

**SECTION 20.** Section 10-28-240 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-240. Conditions Of Permit.**

Permits for canopies and marquees shall contain provisions as follows:

That the same is issued in consideration of the payment of the fees required; that the construction of such marquee or canopy shall be made under the supervision and inspection of the commissioner of [public works,] *transportation*, and the grantee shall pay to the city all cost of such supervision and inspection; that default in payment of the compensation required or revocation by the mayor or the city council, which revocation may be made at any time without the consent of the grantee, shall terminate the privilege granted; that in the event of the termination or revocation of the authority or privilege granted, the grantee by acceptance of the permit consents that the city shall retain all money it shall have previously received from said grantee under the permit, said money to be treated and considered as compensation for the authority, permission and privileges enjoyed from the date of the issuance of said permit until its termination or revocation; that in case the authority and privileges are terminated or revoked said grantee shall remove said canopy or marquee without cost or expense of any kind to the city; provided, that in the event of the failure, neglect or

refusal on the part of said grantee to remove said canopy or marquee when directed so to do, the city may proceed to remove same and charge the expense thereof to said grantee.

SECTION 21. Section 10-28-260 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-260. Revocation Of Permit.

If any person who has obtained a permit under the foregoing requirements of this chapter relating to canopies and marquees, shall fail or neglect to comply with the provisions thereof, such permit may be revoked by the superintendent of compensation, and it shall be revoked by him in all cases where the commissioner of [public works, in the exercise of his discretion, has determined that such revocation is proper and necessary.] *transportation determines that the permitted canopy or marquee interferes with use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.*

SECTION 22. Section 10-28-370 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-370. Application -- Specifications.

Application for such permit shall be made to the superintendent of compensation and shall contain the name and address of the applicant and the proposed location and dimensions of such scale. Such application must be approved by the commissioner of [public works.] *transportation.*

Plans and specifications for such scale shall be filed with the commissioner of [public works] *transportation* and a copy thereof shall be kept on file in the office of said commissioner at all times. No permit shall be issued allowing the construction of any vehicle weighing scale until such plans and specifications shall have been first approved by said commissioner of [public works.] *transportation.*

SECTION 23. Section 10-28-380 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-380. Bond Required.**

Plans and specifications shall be accompanied by a good and sufficient bond executed by the grantee, running to the city, in the penal sum of \$10,000.00, with sureties to be approved by the commissioner of [public works,] *transportation*, conditioned upon the faithful observance of each and every condition and provision of said permit, and conditioned further to indemnify, keep and save harmless the city against all liabilities, judgments, costs, damages and expenses which may in any way come against said city in consequence of the granting of said permit, 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 by the grantee by virtue of the authority given in said permit. Said bond and the liabilities of the sureties thereon shall be kept in force throughout the life of said permit, and if at any time during the life of said permit such bond shall not be in full force, the authority and privileges therein granted may be terminated.

SECTION 24. Section 10-28-400 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-400. Compensation And Deposit.**

Every person erecting, locating, constructing, or maintaining any vehicle weighing scale in any public way or other public place shall pay annually in advance to the city as compensation for such privilege the sum of \$37.50, the first payment to be made at the time of the issuance of said permit, and each succeeding payment on the same day and month annually thereafter.

The permittee shall also deposit in the city treasury a sum sufficient to defray the cost of removal of such scale and paving the area where the same was located with pavement similar to the pavement adjoining said area. The amount of such deposit shall be estimated by the commissioner of [public works,] *transportation*.

SECTION 25. Section 10-28-410 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-410. Location.**

The location, construction, and maintenance of scales shall be under the direction and supervision of the commissioner of [public works]

*transportation*, and the location and construction of same shall be in accordance with plans and specifications as filed with and approved by the commissioner of [public works] *transportation*. No scale shall be so constructed as to prevent free and unobstructed passage on, over or across the same, or in such manner as to interfere with the safe grading of the street.

Said grantee shall do no permanent injury to the street or in any manner interfere with any public cable, wire or conduit therein, and shall not open nor incumber more of the street than shall be necessary to enable such grantee to proceed in the construction of such scale. Should such scale interfere with or obstruct in any manner the construction of any municipal underground work hereafter to be constructed, the grantee shall remove said scale or change the location thereof as directed by the commissioner of [public works] *transportation* at the grantee's own expense and without any expense whatever to the city.

SECTION 26. Section 10-28-420 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-420. Expiration Of Privileges.

At the expiration of the authority and privileges granted by such permit, the scale thereby authorized shall be removed by the grantee unless such permit shall be renewed, and if said scale is removed, at the sole expense of said grantee and without cost or expense of any kind whatsoever to the city, the street where the same shall have been located shall be restored to its proper condition, and to the satisfaction of the commissioner of [public works,] *transportation*, so that the portion of said street in which said scale was constructed shall be safe for public travel and in the same condition as the remaining portion of said street in the same block.

SECTION 27. Section 10-28-430 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-430. Revocation Of Permit.

If any person obtaining a permit hereunder shall at any time fail or neglect to comply with the foregoing provisions of this chapter on vehicle weighing scales, such permit may be revoked by the superintendent of compensation, and shall be revoked by the superintendent of compensation in all cases where the commissioner of [public works, in the



exercise of his discretion, has determined that such revocation is proper or necessary.] *transportation determines that the permitted scale interferes with use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.*

SECTION 28. Section 10-28-450 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-450. Permit Required.

Unless otherwise permitted by specific ordinance, no person shall use any space underneath the surface of any public way or other public ground in this city, or construct or maintain any structure thereunder, or disturb the sidewalk on such public way or other public ground, for the purpose of constructing or maintaining any vault or structure thereunder, or any coalhole, trapdoor, or other opening therein, without first obtaining a permit so to do from the commissioner of [public works.] *transportation*. No permit shall be issued, transferred or assigned, nor shall any right or privilege thereunder be transferred or assigned, except as hereinafter provided.

The number, location, size, construction and maintenance of all coalholes, trapdoors, or other openings in the public ways and the construction and maintenance of all vaults shall be under the direction and subject to the approval of the commissioner of [public works.] *transportation*.

If any person uses any space underneath any public way without a permit for such use as herein provided, the commissioner of [public works] *transportation* shall notify the person in writing of the violation of this section and shall demand the removal of the illegal structure and restoration of the public way to its former condition, within five days after delivery of the notice. If the structure is not removed within that time, the commissioner shall proceed to remove such structure and close the space therein. The costs of removal and restoration of the public way shall be paid by the person who illegally used the space under the public way.

SECTION 29. Section 10-28-460 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

#### 10-28-460. Application For Permit.

Application for such permit shall be accompanied by a sketch or diagram showing the gross measurements of the vault to be constructed, together with all openings in the surface over the same and a description of the materials and techniques to be used in constructing the vault. The sketch or diagram shall be subject to the approval of the commissioner of [public works.] *transportation*. The commissioner shall approve construction of the vault if the application shows that the construction will be done in a manner consistent with the building provisions of this code and that the vault will be structurally safe. No permit shall be issued for the use of any space under the surface of the roadway of any public way or other public ground.

As part of the application for a permit for any purpose described in Section 10-28-450, an applicant must also present proof of insurance against any liability, loss or claim arising out of the issuance of the permit, or out of the permitted disturbance of the sidewalk or out of the construction, maintenance or use of the permitted vault or structure thereunder, or coalhole, trapdoor or other opening therein. The insurance shall be issued by an insurer authorized to do business in Illinois, shall be in an amount no less than \$100,000 per person and \$1,000,000 per occurrence, and shall name the city of Chicago, its officers, employees and agents as additional insured. The insurance policy shall provide for 30 days written notice to the city comptroller prior to any lapse or change in coverage. The insurance shall be maintained in effect at all times that the permitted activity is conducted or that the permitted vault, structure or opening is in existence.

SECTION 30. Section 10-28-480 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

#### 10-28-480. Interference With Sewers Or Water Pipes.

No person shall use the space under any such sidewalk in such a manner as to interfere with any sewer or water pipe or any other work lawfully in said public way, unless by the express consent of the commissioner of [public works] *transportation* and no such permit shall be granted until the applicant therefor has paid to the city a sum of money sufficient in the judgment of the commissioner of water or the commissioner of sewers, as may be appropriate, to defray the cost and expense of renewing or rebuilding or relaying such sewer or water pipe or other public work and making the necessary connections therewith. Every such person disturbing any such sewer or water pipe or any other public work shall, within 10 days thereafter, restore the same to such condition as will meet the approval of the commissioner of water or the commissioner of sewers,

as may be appropriate. When the appropriate commissioner certifies that such sewer, water pipe, or other public work is so restored, the sum so paid to the city shall be refunded. If the permittee shall fail to so restore such sewer or water pipe or other public work, then the appropriate commissioner shall cause the same to be restored in a manner meeting his approval, and the cost thereof shall be paid out of said deposit.

SECTION 31. Section 10-28-500 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-500. Conveyance Of Premises.

Any person to whom a permit for the use of subsidewalk space shall have been granted under the terms of this chapter, or who has given a bond for or provided insurance in connection with the occupation of space under any sidewalk under any ordinance or order of the city council heretofore passed, who has conveyed his interest in the premises for which said permit is issued, shall notify the commissioner of [*public works,*] *transportation*, in writing, of the said conveyance and shall furnish, in writing, the name and address of the purchaser thereof. Upon the giving of such notice, said person may secure from the commissioner a permit to close up any coalhole, trapdoor or other opening maintained in said sidewalk in a condition similar to the balance of the sidewalk in front of said premises; and upon completion of said work to the satisfaction of the commissioner of [*public works,*] *transportation* all liability under the bond or insurance policy theretofore given by said person shall cease and determine, except as to acts happening or causes of action accruing prior to the closing of said coalhole, trapdoor or other opening. If, however, said purchaser shall pay the transfer fee hereinafter provided for, and shall provide replacement insurance in the amount specified in Section 10-28-470, a permit shall be issued to said purchaser covering the same vault space, structure, coalhole, trapdoor, or other opening specified in the original permit, and it shall not be necessary for the person to whom the original permit was issued to close up said opening, but the providing of required insurance [*filing of the bond*] and the securing of a new permit by the purchaser shall act as a release of liability under the bond originally given or insurance originally provided in like manner as if said coalhole, trapdoor or other opening had been closed to the satisfaction of said commissioner of [*public works,*] *transportation* except as to causes of action accruing prior to the procuring of the new insurance.

SECTION 32. Section 10-28-510 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-510. Cancellation Of Previous Permit.**

Whenever any party holding a contract or permit for the construction or maintenance of any space, vault or structure under the sidewalk in any public way or other public place, or for the construction or maintenance of any coalhole, trapdoor, or other opening in the sidewalk, which shall have been issued under the terms of any ordinance or council order heretofore in force, the conditions of which have been and are now being fully complied with, shall apply for a permit hereunder and shall desire to have the permit or contract heretofore entered into, cancelled, the commissioner of [public works] *transportation* shall cancel the same as regards any liability thereunder arising after the date of the issuance of the new permit hereunder, but such contract or permit and the insurance provided therewith shall remain in full force and effect as to all rights and liabilities accruing under the same, including all amounts due the city for fees or compensation under the same, up to the time of said cancellation.

**SECTION 33.** Section 10-28-520 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-520. Covers Over Openings.**

Every opening in any vault or coalhole or aperture in the sidewalk over such coalhole or vault shall be covered with a substantial iron plate with a rough surface to prevent accidents, and the entire construction of coalholes and vaults shall be subject to the direction and supervision of the commissioner of [public works] *transportation* or such other person as the city council may designate.

No person shall remove or insecurely fix, or cause, or procure, or permit to be removed or to be insecurely fixed so that the same can be moved in its bed, any grate or covering of any coalhole, vault, or chute under any public way or other public place; provided, that nothing herein contained shall prevent the owner or occupant of the building with which such coalhole, vault, or chute shall be connected from removing the grate or covering for the proper purpose of such opening, in case he encloses such opening or aperture, and keeps the same enclosed while such grate or covering shall be removed, with a strong box or curb at least 24 inches high, firmly and securely made; provided further, that he shall not remove such grate or covering until after sunrise of any day and shall replace such grate or covering before one-half hour after sunset.

It shall be unlawful for any person owning or using any coalhole, sidewalk lift, outside stairway, or other opening in any public sidewalk to allow the same to remain uncovered or opened, except while the same is

actually being used for the purpose of entrance or exit or for the purpose of introducing or removing any article through such opening; and it shall be unlawful to use a sidewalk lift, or trap door, between the hours of 7:30 A.M. and 9:00 A.M., also between 11:30 A.M. and 1:30 P.M., and between 5:00 P.M. and 7:00 P.M.; and in the area bounded on the east by the west line of Michigan Avenue, on the south by the south line of Van Buren Street, on the west by the east line of Wacker Drive, and on the north by the south line of Wacker Drive, it shall be unlawful to use any sidewalk lift or trapdoor which serves any building which has access by means of an adjacent alley between the hours of 8:00 A.M. and 6:00 P.M. weekdays, Monday through Friday except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; and it shall be unlawful to use any sidewalk lift or trapdoor which serves any building which has no access by means of an adjacent alley between the hours of 8:00 A.M. and 9:00 A.M., also between 11:30 A.M. and 1:30 P.M. and between 4:30 P.M. and 6:00 P.M. weekdays, Monday through Friday, except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Sidewalk lifts or trapdoors excepted by permits issued by the commissioner of streets and sanitation are exempt from the provisions of this section. Any person violating this provision shall be fined not less than \$10.00 nor more than \$200.00 for each offense.

SECTION 34. Section 10-28-530 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-530. Structural Safety.

If a vault, coalhole or other space under a public sidewalk, or opening in a sidewalk, becomes hazardous to pedestrian traffic or to other public or private property, the commissioner of [public works] *streets and sanitation* may fill in and permanently seal the underground space and restore the sidewalk. If the property abutting the sidewalk is devoted to commercial, industrial or business use, the owner and person in possession of the property abutting the sidewalk shall be responsible for the cost of such work.

SECTION 35. Section 10-28-540 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-540. Care Of Sidewalks.**

Every person using the space under any sidewalk shall at his own expense and at all times keep such sidewalk in good and safe condition and repair and clear and free from all snow, ice, dirt, filth or other obstructions or incumbrances. All such repairing and cleaning shall be done in accordance with regulations of the department of [public works] *transportation*.

The commissioner of [public works] *transportation* shall order the revocation of the permit for failure to comply with any provision of this section. Revocation shall be in addition to the fines provided in Section 10-28-640.

**SECTION 36.** Section 10-28-570 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-570. Revocation Of Permits.**

All permits issued for the use of subsidewalk space shall be subject to revocation in whole or in part by the commissioner of [public works] *transportation* whenever he shall consider it necessary or advisable to have the vault or space covered by such permits, or any portion thereof, vacated in order that the same may be used for a public purpose, or because of the construction or maintenance of a subway for transportation purposes in, under or near the public way or public place in which said vault or space is located, or for the purpose of moving, laying or maintaining streetcar tracks, sewers, mains, conduits, pipes, tubes or wires of any kind whatsoever because of the construction or maintenance of such subway for transportation purposes. No permit shall be issued except upon the agreement of the party to whom the same is issued that the said vault or space, or any portion thereof, required to be vacated shall be vacated within 30 days after the commissioner of [public works] *transportation* shall have given notice of revocation of the permit and that in case such party shall fail to so vacate such space or vault or that portion of the same specified in said notice the commissioner of [public works] *transportation* may cause the same to be done at the expense of said party to whom the permit was issued, and all expenses incurred or damages paid by the city on account thereof shall be borne by said party and shall be paid to the city upon demand.

If any person who has secured such a permit shall at any time fail or neglect to comply with the terms of this chapter, such permit may be revoked by the commissioner of [public works] *transportation*.

Permits [which shall be] issued under this chapter may be revoked at any time by the city council.

**SECTION 37.** Section 10-28-640 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-28-640. Definitions.**

For the purpose of this article:

"Advertising bench" means a seat for the accommodation of people which is so designed as to permit the placement of any advertisement, slogan or message.

"Commissioner" means the commissioner of [public works] *transportation* of the city of Chicago or his designee.

"Contractor" means a person who is awarded a contract for the placement and removal of advertising benches pursuant to this article.

"Department" means the department of [public works] *transportation* of the city of Chicago.

"Person" means any individual, corporation or other business entity, partnership, association or any other legal entity.

"Public way" includes any public street or alley from property line to property line, any city-owned parks, and any and all sidewalks, plazas owned by the city and parkways dedicated to public use.

"Transfer" means the sale of an interest and every other method, direct or indirect, conditional or unconditional, voluntary or involuntary, of disposing of or parting with an interest in a permit, including by means of a pledge, lien, encumbrance, gift, security interest or otherwise.

**SECTION 38.** This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 10, Chapter 36, Section 040.*

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

SECTION 1. Chapter 10-36 of the Municipal Code of Chicago is hereby amended by deleting Section 10-36-040.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 40.  
(Various Sections)*

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

SECTION 1. Section 10-40-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-010. Definition.

The harbor shall consist of the Chicago River and its branches to their respective sources and all slips adjacent to and connecting therewith. The Ogden Canal, the Calumet River and its branches and all slips connecting therewith, the waters of Lake Calumet and all slips and basins connected therewith and all piers, breakwaters, and permanent structures therein, the Drainage Canal and all piers and basins, and the waters of Lake Michigan, including all breakwaters, piers, and permanent structures therein, for a distance of three miles from the shore between the north and south lines of the city extended, to the extent that the above-named waterways are within the territorial limits of the city. The harbor as herein defined shall be subject to the control of the commissioner of [public works,] *transportation*, and use thereof shall be governed by this code.

SECTION 2. Section 10-40-090 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:



**10-40-090. Control Of Vessels In Harbor.**

The commissioner of [public works] *transportation* shall give such orders and directions relative to the location, change of place or station, manner of moving or use of the harbor of or by every vessel, craft, or float lying, moving or laid up in the harbor, as may be necessary to promote good order therein and the safety and equal convenience of such vessels, craft, or floats, and to so regulate the same that the current in the Chicago River shall not be unnecessarily impeded by said vessels, craft, or floats.

He shall have power to remove any vessel, craft, or float lying at any dock, wharf, or pier, while receiving or discharging cargo or otherwise engaged, when necessary so to do to facilitate the movement of traffic in the harbor; to tie up any vessel so deeply loaded as to interrupt the traffic at the bridges or in the harbor until such a time as the vessel shall have been lightened or a rise of water in the harbor may enable it to proceed; and, to stop at any time or place vessels, craft, or floats which are passing through the harbor, so as to prevent a jam or blockade.

**SECTION 3.** Section 10-40-110 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-110. Obstruction Of Harbor By Piles Or Stones.**

Every pile, timber, stone, or other substance placed or laid so as to project above or below the surface of the waters of the harbor or any part thereof or beyond any dock line established by the city council, is hereby declared a nuisance; and every person who shall place or lay any such pile, timber, stone, or substance as aforesaid, or be the owner of any premises on which the same shall be so placed or laid, shall be fined not less than \$20.00 and not more than \$100.00 for every such violation, and shall also be subject to a penalty of not less than \$20.00 and not more than \$100.00 for every three days such nuisance shall continue after notice from the commissioner of [public works] *transportation* to abate same.

**SECTION 4.** Section 10-40-120 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-120. Securing And Removal Of Vessels.**

Whenever there shall be in the harbor any vessel, craft, or float insecurely fastened, adrift, sunken, or laid up, which may be required to be fastened, raised, removed or its location changed, for the benefit of

other vessels navigating the river or to carry out provisions of this code, the harbor master shall notify the owner, master, or other person who may be in charge thereof, and he shall secure, raise, or remove such vessel, craft, or float without delay. But if the harbormaster should be unable to find the master, owner, or person in charge of such vessel, craft, or float as aforesaid, or if no person answering such description can be found by him, such notice shall not be required, and the commissioner of [public works] *transportation* may remove such vessel, and such vessel shall be held for all expenses and costs.

SECTION 5. Section 10-40-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-130. Sunken Or Abandoned Vessels.

Every vessel, craft or float which has been abandoned or allowed to sink in the harbor is hereby declared to be a nuisance. The master, owner, or person in charge or control of any such vessel, craft, or float shall immediately abate such nuisance upon notice from the commissioner of [public works.] *transportation*. Every three days such nuisance shall continue after notice from the commissioner of [public works] *transportation* to abate the same shall constitute a separate and distinct offense.

SECTION 6. Section 10-40-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-140. Raft Of Logs Or Lumber In Harbor.

No person shall leave any raft of logs, lumber, or timber within the harbor where it shall be or become an obstruction, and any person having charge of any raft of logs, lumber, or timber shall remove or change the location of the raft upon the order of the commissioner of [public works.] *transportation*.

SECTION 7. Section 10-40-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-150. Tugs For Vessels.**

All wind-driven vessels, craft, or floats navigating the harbor, for which the opening of any bridge may be necessary, shall, while approaching and passing such bridge, be towed by a power tug.

Any other vessel, craft, or float navigating that portion of the harbor bound by the Outer Drive Bridge on the east, the Van Buren Street Bridge on the south, and the Kinzie Street Bridge on the north, all inclusive, shall have the assistance of a tug or tugs at all such times, and under such conditions as the commissioner of [public works] *transportation* shall by general order from time to time prescribe, and also in any specific instance where the harbormaster or assistant harbormaster shall specially so direct. It shall be unlawful for any such vessel, craft, or float to back through any bridge draw in the harbor without the assistance of a tug or tugs, unless the commissioner of [public works] *transportation* shall have given his consent thereto; the commissioner of [public works] *transportation* may give such consent whenever in his judgment it seems advisable.

Any person owning or in charge, possession or control of any such vessel, craft, or float violating any of the provisions of this section, shall be fined not less than \$25.00 nor more than \$100.00 for each offense.

**SECTION 8.** Section 10-40-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-160. Towing -- Permits.**

No person shall tow in the harbor, any vessel, craft or float containing material destined to be disposed of in the authorized dumping areas, without a permit from the department of [public works.] *transportation*. The fee for each permit shall be \$16.00 per day and the day shall consist of eight hours.

**SECTION 9.** Section 10-40-190 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-190. Assistance For Fouled Vessel.**

If any vessel, craft, or floats, either by winding or from any other cause, shall get foul and obstruct the navigation or passage of other vessels, craft, or floats, the commissioner of [public works] *transportation* shall have

power and is hereby authorized to order to his assistance men and tackle from any other vessel, craft, or float. The commissioner of [public works] *transportation* shall have power and is hereby authorized to order to his assistance any tugboat or other powerboat that may be in the vicinity or passing at the time. Every master or officer of such boat, craft, or tug shall render the assistance so ordered, and any vessel, craft, or float receiving such assistance shall pay to the person or persons rendering the same the cost or expense of such assistance, the amount thereof to be fixed by the commissioner of [public works.] *transportation*.

Any person violating any of the provisions of this section shall be fined not less than \$25.00 nor more than \$50.00 for the first offense, and not more than \$75.00 for each subsequent offense.

SECTION 10. Section 10-40-320 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-320. Maintenance Of Wharves And Docks.

Every owner of premises abutting on the harbor, or any portion thereof, shall at all times keep and maintain in a state of good repair and in a safe condition all wharves, docks, piers, seawalls, slips, riverbank retaining walls, riverbank bulkheads, dolphins, booms, bulkheads, jetties, mooring facilities, pilings, sheetings and other similar structures on or appurtenant to such premises. Every violation of this section shall constitute a separate and distinct offense for every day such violation shall continue. The commissioner of [public works] *transportation* shall notify in writing such owner of any violation of this section and direct him to restore or repair such structure within a reasonable time. In addition, any nuisance now existing or which may hereafter result from an owner's failure to keep and maintain such wharves, docks, piers, seawalls, slips, riverbank retaining walls, riverbank bulkheads, dolphins, booms, bulkheads, jetties, mooring facilities, pilings, sheetings and other similar structures on or appurtenant to such premises in a state of good repair and in a safe condition shall also be subject to abatement as provided in Chapter 7-28 of this code.

SECTION 11. Section 10-40-330 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-330. Construction And Repair Of Structures In Harbor.**

No person shall drive or place, or cause to be driven or placed, any pile or piles, stone, timber, earth, or other obstruction of any kind whatsoever, in the harbor, or build, construct, or repair any dock therein, or build or cause to be built any bridge or other structure across any part of the harbor, or drive or place, or cause to be driven or placed, any pile or piles of timber, or make any excavation for the purpose of furnishing or laying foundations for any building or structure, at any point within 40 feet of any part of the harbor, without obtaining a special permit in writing from the commissioner of [public works] *transportation* so to do. Application for said permission shall be made in writing to the commissioner of [public works,] *transportation*, and shall be accompanied by a sketch or plat showing the nature of the work to be done. Upon such application being made and such sketch or plat being furnished as herein required, the commissioner of [public works] *transportation* shall issue the permit desired, upon payment of the permit fees hereinafter provided, unless it shall appear that the work to be done will result in unduly obstructing the harbor or in endangering the safety of any dock, pier, breakwater, or other structure located upon or along the harbor.

It shall be the duty of the commissioner of [public works] *transportation* to require all persons who may be engaged in repairing, renewing, altering, or constructing any dock within the city to produce a permit from the department of [public works,] *transportation*, which permit shall specify the character and location of such repairing, renewal, alteration, or construction, and in default of the production of such permit, the commissioner of [public works] *transportation* shall at once stop all work on such dock, and shall cause the arrest of any such persons engaged in such unlawful repairing, renewal, alteration, or construction. Any such person so arrested shall be fined not less than \$50.00 nor more than \$100.00 for each offense. In the event of any such dock having been repaired, renewed, altered, or constructed in or upon the water area of the harbor of the city, the person thus convicted of a violation of this section, in addition to the fine hereinbefore specified, shall be required at once, and at his own expense, or cost, to remove such dock back to its former location; and, in default of such removal of such dock, the commissioner of [public works] *transportation* is hereby authorized to cause such dock to be removed, to such location as he deems best and to recover, from the person so convicted, the cost or expenses of such removal.

**SECTION 12.** Section 10-40-350 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-350. Bond For Removal Of Old Dock Materials.**

Any person that shall do any dock work wherein it shall be necessary to remove existing piles or sheeting, or in cases where an entirely new and original dock is to be constructed, shall furnish a bond in the sum of \$2,000.00 approved by the commissioner of [public works,] *transportation*, payable to the city and conditioned for the satisfactory removal of any and all earth, stone, or other material which may have escaped into the waters of any part of the harbor area, and for the satisfactory removal of earth, stone, or other material that may have been moved harborwards of any new and original dock. Said earth, stone, or other material herein mentioned shall be removed to a depth equal to the navigable depth fixed or existing at the time when, and location where, said dock work is being done.

**SECTION 13.** Section 10-40-360 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-360. Dredging Permits.**

No person shall dredge in, on, or along the waters of the harbor without a permit from the department of [public works,] *transportation*. The fee for such permit shall not exceed \$16.00 per day and the day shall consist of eight hours.

No additional fee shall be charged for the removal, or dredging in connection with the removal of old dock materials unless the materials so removed shall be deposited in the lake, in which case a towing permit shall be necessary in addition to the dock permit.

**SECTION 14.** Section 10-40-370 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-40-370. Encroachments And Obstructions.**

It shall be the duty of the commissioner of [public works] *transportation* to report to the city engineer any and all encroachments upon the harbor lines as now established or which may hereafter be established, and thereupon the said harbormaster and city engineer shall take such action as may be necessary to enforce the provisions of this code and to remove or cause to be removed any such obstruction or encroachment. If it shall be found that any pile, stone, timber, earth, dock, bridge, or other obstruction whatever, has been placed in any part of the harbor in violation of the

provisions of this code and that the person who has placed same or caused it to be placed therein refuses or neglects to remove such obstruction upon being requested so to do by the city engineer, or commissioner of [public works,] *transportation*, the commissioner of [public works] *transportation* shall have the power, and it is hereby made his duty, to proceed forthwith to remove such obstruction and to charge the expense of such removal to the person who placed such obstruction in the harbor, or caused it to be so placed, and the imposition of any fine or penalty hereby provided for against any person obstructing the harbor shall not be held to exempt any such person from a recovery by the city of the cost of removing any such obstruction.

SECTION 15. Section 10-40-390 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows;

10-40-390. Vessels Lying At Docks.

It shall be unlawful for any mud scow, flatboat, dredge, or any such craft to be placed or laid alongside of another while lying at any of the docks or wharves of the harbor during the navigable season of the year, without first having obtained permission from the commissioner of [public works.] *transportation*.

SECTION 16. Section 10-40-410 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-410. Bridge Opening Authority.

All movable bridges crossing any part of the harbor, including railroad bridges, shall be under the control of the commissioner of [public works,] *transportation*, and he shall have power to order the opening and closing of the same at any time when in his judgment it is necessary to carry out the provisions of this code.

SECTION 17. Section 10-40-480 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-40-480. Signal Equipment At Bridges.

The commissioner of [public works] *transportation* is hereby required to provide and maintain at the several bridges over the harbor, in the best and most practicable manner, vessel signals as required by this code.

SECTION 18. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 11, Chapter 12, Section 650.*

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

SECTION 1. Section 11-12-650 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

11-12-650. Application.

Application for such service shall be made to the commissioner of water on a form prescribed by said commissioner. The application shall contain the name and address of the applicant, the location and description of the premises to be served, the quantity of water desired, and the period of time during which such service is desired, and the applicant shall in said application covenant and agree (1) to bear the entire cost of installing, operating, maintaining and repairing all connections and private supply pipes, shutoff rod or valve boxes and valve basins, roundway stopcock or valves, meter or meters and meter basins or vaults or other appliances deemed necessary by the commissioner of [public works] *water* in connection with supplying such water service; (2) to allow the city and its representatives to make at all reasonable times tests for tightness of piping in the applicant's mains and connections; (3) to comply with all sanitary regulations of the city to safeguard the water supply; (4) to prevent excess use and waste of water; (5) to use city water exclusively; (6) not to resell or furnish water to any other person, and not to permit any connection to be made to applicant's main; (7) to abide by and conform to all of the provisions of Chapter 11-8 of this code as though the same had been incorporated into and made a part of said application and made applicable to the supplying of city water to private persons or corporations for premises located beyond the corporate limits of the city, and to obey all rules and regulations regarding water service to the applicant's premises as are promulgated by the commissioner of water from time to time; (8) to



install on the applicant's premises water mains and connections of the same size, type and durability as in the judgment of the commissioner of water are required and are provided for by provisions of this code applicable to users of city water within the city limits; (9) that all water mains and connections laid by applicant shall become the property of the city, without cost or expense to the city, in the event the territory within which applicant's premises are located should be annexed to the city of Chicago, so as to permit the use of such mains and connections by the city as part of its municipal water system; (10) to construct, maintain and operate such water storage facilities as may from time to time be required by the commissioner of water. Such application shall be signed by the applicant and acknowledged before a notary public or other officer authorized to administer oaths, and if the applicant is a corporation it shall be duly signed and acknowledged by the corporate officers authorized to execute the same; and (11) to indemnify and hold the city harmless for failure of supply and for any and all damage caused by the making of the connection and the furnishing of such water supply.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 13, Chapter 32, Sections 040, 140, 150, 160 And 250.*

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

SECTION 1. Section 13-32-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-32-040. Plan Approval -- Provisions To Be Made For Electrical Work.

All drawings and plans for the construction, erection, addition to, or alterations of any building or other structure, for which a permit is required shall first be presented to the buildings commissioner for examination and approval as to proper use of building and premises and as to compliance in all other respects with the Chicago zoning ordinance and shall thereafter be presented to the board of health, the department of [smoke inspection,] *the environment*, fire department, *department of water*, department of [water and] sewers, department of streets and sanitation, [department of boiler inspection, and department of public works] *and any other affected department*, for submission to the proper official of these

departments and bureaus for his examination and approval with regard to such provisions of this code, as are within the duty of such office to enforce, and after said drawings and plans have been examined and passed upon, the same shall be returned to the buildings commissioner where they shall be taken up for examination and approval by the buildings commissioner.

In every new building and in every existing building undergoing extensive remodeling where a new electric service or a new electric distribution center is to be installed, ample space shall be provided within the main walls of the building for the electric service equipment, metering equipment, distribution cabinets, cutout cabinets, transformers and other equipment necessary for an electric installation and ample working space around the said equipment. This space shall be readily accessible to every tenant of said building who has electric equipment for light, heat or power which is supplied through the above mentioned equipment.

SECTION 2. Section 13-32-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**13-32-140. Obstruction Of Streets And Sidewalks.**

The obstruction of sidewalks, parkways, alleys and streets to accommodate work described in Section 13-32-010 shall require a separate permit issued by the commissioner of [public works] *transportation* subject to the requirements of this section. An application for such a permit shall contain (1) the name of the applicant; (2) the location of the proposed obstruction; (3) the purpose of the obstruction; (4) the proposed commencement date and the estimated duration of the obstruction; and (5) evidence of a public liability insurance policy issued by an insurer authorized to transact business in Illinois, in an amount not less than \$1,000,000.00 and naming the city of Chicago as additional insured. The application shall be accompanied by an escrow deposit of the estimated traffic relocation charge, calculated as follows:

(a) For obstruction of sidewalk or parkway, \$2.00 per month for each foot of frontage obstructed, but in no event less than \$40.00 per month.

(b) For obstruction of a street lane containing parking spaces, \$10.00 per month for each foot of frontage used, but in no event less than \$200.00 per month.

(c) For obstruction of a street lane normally used for vehicular traffic, \$20.00 per month for each frontage foot used for the first 12 months of

the obstruction, and \$50.00 per frontage foot per month thereafter, but in no event less than \$400.00 per month.

(d) For obstruction of an alley, \$2.00 per linear foot per month if a lane of at least 10 feet is left unobstructed; otherwise, \$20.00 per linear foot per month.

(e) For obstruction estimated to last no more than three days at locations described in subsections (a), (b) and (c); a single fee of \$5.00 per day for each frontage foot used, but in no event less than \$100.00 per day.

Permits shall be issued for one-half the amounts for obstructions outside the area bounded on the south by Roosevelt Road; on the west by Halsted Street from Roosevelt Road to Chicago Avenue and by LaSalle Street from Chicago Avenue; on the north by Chicago Avenue from Halsted Street to LaSalle Street and by Division Street from LaSalle Street to Lake Michigan; and on the east by Lake Michigan.

The charges described in this section shall be cumulative, and in addition to charges for restoration of the public way, loss of parking meter revenues and for costs of relocation of parking meters and signs. Fractional months shall be counted as full months in calculating these charges.

Upon receipt of the application and payment of the required traffic relocation charge, the commissioner of [public works] *transportation* shall issue the permit for the estimated period of the obstruction. If immediate obstruction of the public way would interfere with other work in progress on the public way, or a parade or other special event for which necessary permits have already been issued, the commissioner may delay issuance of the permit in order to prevent such interference.

If the obstruction is not removed by the end of the estimated period, the applicant must obtain a new permit. Duration of an obstruction shall be calculated from the beginning of the obstruction to its removal, regardless of the number of permit periods. When the commissioner of [public works] *transportation* receives satisfactory proof that the permitted obstruction has been removed, he shall certify this fact and the duration of the obstruction to the city comptroller. The comptroller shall thereupon direct the city treasurer to refund any excess traffic relocation charge deposited in connection with the permit.

Any permit issued pursuant to the terms of this section may be revoked by the commissioner of [public works] *transportation* at any time for violation of the terms of the permit.

SECTION 3. Section 13-32-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-32-150. Sidewalks -- Damage Deposit Required.

In any building operation which would require the driving of vehicles or equipment upon or across any public sidewalk abutting the premises, the applicant shall obtain from the commissioner of [public works] *transportation* a certificate of prior inspection which shall state the condition of the sidewalk before construction is started. The commissioner is hereby authorized to charge a fee of \$10.00 for each such prior inspection, to estimate probable damage that might be caused to such public sidewalk by the driving of vehicles or equipment thereon, and to require a deposit by the applicant of moneys sufficient to restore said sidewalk to a condition as good as it was before construction was started.

When the commissioner of [public works] *transportation* receives satisfactory proof that the affected sidewalk has been restored to a condition equally as good as before the permitted work, he shall certify this fact to the city comptroller. The comptroller shall thereupon direct the city treasurer to refund the amount deposited in connection with the permit.

SECTION 4. Section 13-32-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-32-160. Canopies -- Approval Required.

It shall be unlawful for any person to erect or construct any canopy attached to a building or structure under any provision of this code or any special ordinance, any part of which canopy shall project over a public way or public place, without first submitting the plans of such canopy, and also of the part of the building or other structure to which it is to be attached, to the buildings commissioner, for his approval. No permit shall be issued by the department of [public works] *transportation* unless the plans of such canopy shall have been approved by the department of buildings and a permit to attach said canopy to the building from which it is intended to project shall have been obtained from the buildings commissioner. No canopy that has been or may hereafter be authorized by any provision of this code or any special ordinance shall at any time be inclosed by canvas or other cloth or material in whole or in part so as to obstruct free passage underneath same, or so as to obstruct or reduce any required exit width.

SECTION 5. Section 13-32-250 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-32-250. Wrecking By Government Authorities -- Waiver Of Fees And Bonds.

The administrator of public works of the United States or such other authority as may be created by acts of Congress with power to cooperate with the city in the making of public improvements, the department of [public works,] *transportation*, the department of streets and [electricity,] *sanitation* and the fire department may engage in the work of wrecking of buildings and structures, and in such cases where any of these agencies make application for a permit to wreck buildings or structures, the buildings commissioner shall issue such permit without the fee provided herein and shall not require the filing of a bond with sureties as provided heretofore in Section 13-32-240.

SECTION 6. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 13, Chapter 40, Sections 060 And 130.*

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

SECTION 1. Section 13-40-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-40-060. Encroachment On Public Domain Prohibited.

The buildings commissioner shall not issue any permit authorizing the construction, erection, repair, or alteration of any building or structure unless the drawings and plans submitted for his approval clearly show that such building or structure with all its appurtenances, foundations, and parts can be erected entirely within the limits of the lot or tract of land upon which it is proposed to erect such building or structure, except as otherwise provided by this code, and no permit to erect, repair or alter any building or structure shall authorize the use of, or encroachment upon, any part of any public way or public place for the construction of, or maintenance of, such building or structure, except as hereinafter

provided, and except as otherwise provided by this code; nor shall any permit be issued for the construction or maintenance of any balcony or canopy extending over any public way or public place unless permits therefor have been obtained from the department of [public works] *transportation* pursuant to a special ordinance specifically authorizing the same. The drawings and plans of every building or structure which show that any part of said building or structure, or any of its appurtenances, or attachments thereto, extend over any part of any public way or public place than as hereinafter provided shall, previous to being submitted to the buildings commissioner, be submitted to the buildings commissioner and notice thereby given to him of the proposed encroachment upon any public way or public place. Proof of such notice to the buildings commissioner shall accompany drawings and plans when the same are presented to the buildings commissioner.

SECTION 2. Section 13-40-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-40-130. Tanks For Flammable Liquids.

Every application for a permit to install a tank or tanks for flammable liquids shall be made to the buildings commissioner and shall be accompanied by a plat of survey showing the location and dimensions of all the property coming within the frontage area, the name and address of the owner or owners of each parcel of ground coming within such area, including the filling station site, and the total frontage in feet, with the consents of the required majority of such frontage.

In any location where a driveway or driveways across a public sidewalk are required in connection with the installation of a tank for flammable liquids, a permit shall not be issued until the applicant therefor has first obtained from the commissioner of [public works] *transportation* a permit for the driveway or driveways as prescribed by Sections 10-20-150 to 10-20-250 inclusive, of this code.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 13, Chapter 124, Section 180.*

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

SECTION 1. Section 13-124-180 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-124-180. Walkways And Temporary Sidewalks -- Construction Requirements.

(a) When a permanent sidewalk is obstructed by a sidewalk shed, fence or barricade, temporary sidewalks shall be provided. All vertical wooden surfaces of a sidewalk shed, fence or barricade, and all wooden guards and railings shall be painted.

(b) Walkways and temporary sidewalks shall be not less than four feet wide, inside measurement, except that in congested districts the building commissioner may require additional width.

(c) All walkways and temporary sidewalks shall be designed to support a live load of not less than 250 pounds per square foot.

(d) All temporary sidewalks shall be provided with railings and guards of dressed lumber. If such railings and guards are nearer the street curb than four feet, there shall be a guard of dressed lumber on the street side.

(e) When necessary to permit the delivery of materials to basements of buildings in process of erection, temporary sidewalks may be built at a height not exceeding four feet above curb level of the street. Such temporary sidewalks shall have railings on both sides and shall be approached by ramps having a grade of not more than one in eight.

(f) Every covered walkway shall be kept well-lighted continuously between sunset and sunrise and shall be maintained clear of debris, holes and trip hazards and shall be properly drained to prevent accumulation of water. Obstruction lights and diagonal red stripping shall be provided as required by the department of [public works] *transportation* on all portions of the sidewalk shed extending beyond the curb line.

(g) If a temporary sidewalk or walkway is placed at a level above or below an abutting public sidewalk, the two shall be connected by a ramp to blend them to a common level. The ramp shall have a nonslip surface and a slope not to exceed one inch rise per 12 inches in length.

(h) No temporary structures, field offices, construction equipment, materials, signs, displays, ornamentation or similar loads shall be erected or placed upon a sidewalk shed or construction canopy until plans identifying these loads are submitted to the department of buildings for review and a building permit is issued, authorizing the construction or loading on top of the shed or canopy.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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AUTHORIZATION FOR SERIES OF AMENDMENTS TO  
MUNICIPAL CODE OF CHICAGO TO TRANSFER  
POWERS AND DUTIES PREVIOUSLY  
DELEGATED TO DEPARTMENT  
OF PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration proposed ordinances (under separate committee reports) authorizing Amendments to the Municipal Code of Chicago, necessary to transfer the powers and duties previously delegated to the Department of Public Works, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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



*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

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

*Title 2, Chapter 84, Section 260.*

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

SECTION 1. Section 2-84-260 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-84-260. Street Openings And Excavations.

It shall be the duty of every [policeman,] *police officer*, on observing or being informed of any opening or excavation in any public way, to require the person making such opening or excavation to exhibit the authority or permission therefor. If none has been given by the proper officer, or if such exhibition thereof be refused, such [policeman] *police officer* shall without delay report the same to the commissioner of [public works.] *transportation.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 2, Chapter 92.  
(Various Sections)*

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

**SECTION 1.** Section 2-92-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-92-130. Public Art Committee -- Established -- Chairperson And Membership.**

There is hereby created a public art committee for the percent for art program. The commissioner of the department of cultural affairs shall act as chairperson of the committee. The public art committee shall consist of seven members as follows:

- (a) The commissioner of the department of cultural affairs;
- (b) The commissioner of [public works;] *general services*;
- (c) The commissioner of the department of planning *and development*;
- (d) One member of the advisory board of cultural affairs designated by the commissioner of the department of cultural affairs;
- (e) Three members of the art community of the city of Chicago selected by the commissioner of the department of cultural affairs from among area artists, museum curators or directors, art patrons, or academicians. These members shall be appointed to two-year terms.

**SECTION 2.** Section 2-92-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-92-140. Public Art Committee -- Powers And Duties.**

The public art committee shall have the following duties:

- (a) To implement the percent for art program policy, as promulgated from time to time by the department of cultural affairs and to establish a procedure for each eligible project;
- (b) To review proposed construction projects on a semiannual basis and determine eligible percent for art program projects;
- (c) To determine how the percent for art program funds will be spent for each project;

(d) To determine the appropriate placement of artwork(s) commissioned or purchased under the percent for art program as well as artwork(s) received as gifts to the city;

(e) To establish selection guidelines for the percent for art program project, including determining whether the selection will be made by open competition, limited entry (invitational) or direct selection;

(f) To maintain artworks in the percent for art program collection in cooperation with the department of [public works] *general services*;

(g) To review the recommendation of the project advisory panel regarding the artist(s) and artwork(s) to be selected;

(h) To make the final selection of the artist(s) and artwork(s) to be commissioned or purchased by the department of cultural affairs for each percent for art program project; and

(i) To review current and future percent for art program projects to insure that Chicago artists receive at least 50 percent of these commissions or purchases.

**SECTION 3.** Section 2-92-470 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-92-470. Construction Project Program.**

In order to achieve the goal stated in Section 2-92-430 of this chapter, the purchasing agent, together with the department of [public works,] *transportation*, shall develop [by January 1, 1991,] a construction project program to encourage the use of M.B.E.s and W.B.E.s on large construction contracts at levels in excess of those required by Section 2-92-440 of this chapter in order to help offset the effect that waivers granted pursuant to Section 2-92-450 of this chapter have upon the attainment of the goals set forth in Section 2-92-430. The construction project program shall include the following elements:

(a) All departments and agencies contemplating a construction contract in excess of \$10,000,000.00 shall notify the purchasing department [and the department of public works] prior to creating contract specifications. The purchasing department [and the department of public works] shall notify the board upon receipt of such notice, and the board shall thereafter designate a project task force to form a working group with the purchasing department, [the department of public works,] the department of [economic] *planning and*

development and the user department or agency with respect to such construction contract. In consultation with the working group, the purchasing department shall set project-specific mandatory subcontracting goals in excess of the goals set forth in Section 2-92-440 of this chapter and commensurate with the projected availability of qualified M.B.E.s and W.B.E.s.

(b) The purchasing department and the project task force shall host one or more pre-bid conferences to acquaint potential prime contractors and M.B.E. and W.B.E. subcontractors with the project and to acquaint prime contractors with potential M.B.E. and W.B.E. subcontractors.

(c) The project task force and the department of [economic] *planning and development* may offer general assistance to M.B.E.'s and W.B.E.'s concerning the subcontracting process and financial planning related to participation in the construction project program.

(d) The cost of funding the project task force shall be included in the bid specifications, based upon a reasonable per diem fee and a stipend for pre-bid services established by the board. No board member shall receive any fee or compensation for participating in the project task force, but each member may be reimbursed for expenses reasonably incurred in the performance of official duties.

**SECTION 4.** Section 2-92-510 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-92-510. Affirmative Action Advisory Board -- Membership, Appointment, Term And Compensation.**

There is hereby established for the City of Chicago an affirmative action advisory board to monitor and report on the participation of minority- and women-owned businesses in public contracting. The board shall consist of 11 members appointed by the mayor within 90 days of the effective date of this ordinance for two-year terms, who shall serve at the pleasure of the mayor. All members of the board who are not employees of the city shall be subject to confirmation by the city council. Members shall hold office until their successors are appointed.

Whenever a vacancy shall occur by reason of death, resignation, expiration of term or other reason, the mayor shall appoint a new member for the balance of the unexpired term. The mayor shall designate a member to serve as chair of the board, who shall serve in such capacity at the pleasure of the mayor. All members of the board shall be residents of the City of Chicago. Two of the members shall be representatives of the purchasing department, one member shall be a representative of the

department of [public works,] *transportation*, four members shall be representatives of M.B.E.s, one member shall be a representative of a W.B.E. and three members shall be representatives of contractors that are neither M.B.E.s nor W.B.E.s. The mayor may appoint representatives of appropriate associations of M.B.E.s, W.B.E.s or contractors that are neither M.B.E.s nor W.B.E.s as members of the board. Members of the board who are not employees of the city may not be appointed to more than two consecutive terms. Members of the board who are not employees of the city shall disclose to the board any financial or economic interest, as defined in the governmental ethics ordinance, they, a relative as defined in the governmental ethics ordinance, or any M.B.E., W.B.E. or contractor they represent may have in matters coming before the board and shall abstain from participation in such matters. Members of the board who are not employees of the city shall be exempt from Sections 2-156-020, 2-156-030, 2-156-080 through 2-156-110 inclusive, and 2-156-030(b) and (c) of the governmental ethics ordinance as these sections pertain to their board membership. No member of the board shall be compensated for membership, but each member may be reimbursed for expenses reasonably incurred in the performance of official duties. The board may accept offers of gifts or grants from the United States, the state of Illinois, their agencies or officers, or from any person, firm or corporation of services, equipment, supplies, materials or funds and, with the consent of the purchasing agent, may expend such receipts on projects which facilitate the performance of its duties. The mayor shall appoint a staff director and such additional staff as may be necessary to carry out the business of the board in cooperation with the purchasing department.

SECTION 5. Section 2-92-520 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-92-520. Affirmative Action Advisory Board -- Duties And Responsibilities.

The board and its staff shall meet regularly with representatives of the purchasing department and the department of [public works] *transportation* to review the implementation of the program. In addition, the board shall:

(a) Assist the purchasing department in the adoption of regulations and guidelines for the implementation of the program, including the target market program;

(b) Recommend to the purchasing department contract areas appropriate for inclusion in the target market program;

(c) Appoint project task forces consisting of members of the board to assist the purchasing department in the implementation of the construction project program provided for in Section 2-92-470 of this chapter;

(d) Refer charges that city employees have engaged in discrimination against members of minority groups or women in the purchasing function to the city inspector general, the city commission on human relations or the Illinois Department of Human Rights;

(e) Administer the credit program;

(f) Make recommendations to the purchasing agent concerning the suspension of contractors, M.B.E.s and W.B.E.s that are charged with making fraudulent misrepresentations concerning M.B.E. and W.B.E. utilization pursuant to Section 2-92-540 of this chapter;

(g) On or before September 30, 1991, issue a report to the mayor and to the purchasing agent setting forth proposed standards for the determination of when an M.B.E. or W.B.E. has become self-sufficient and capable of competing in the market with nondisadvantaged firms and thus should be treated as an established business under the program;

(h) Submit a report on or before March 1st of each year to the mayor and to the city council reviewing the performance of city departments in meeting the goals established in the program, and recommend amendments to the program which the board believes are necessary to accomplish its purposes;

(i) Perform such other affirmative action related duties as the mayor may require.

**SECTION 6.** This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 16, Section 010.*

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

**SECTION 1.** Section 10-16-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-16-010. Inspection.**

Any tunnel, shaft, conduit, slope, or other underground work in the process of sinking, or any opening or excavation for the purpose of constructing any such shaft, tunnel, conduit, slope or other underground work within the corporate limits of the city, shall be subject to supervision and inspection under the direction of the commissioner of [public works] *transportation*, who may appoint such inspectors for the purpose as the city council may authorize; provided, that the provisions of this chapter shall not apply to any such work constructed or performed by the city; and provided further, that such provision shall not apply to open cut work.

Inspectors of underground work shall be appointed by the commissioner of [public works] *transportation* according to law, and shall be practical and expert miners, experienced in tunnel and sewer work. The inspectors shall be competent [men of good character, having had] *persons with* at least four years' practical mining experience, and having a practical and technical knowledge of the properties of mining gases, the principles of ventilation, the care and proper adjustment of hoisting engines, and the management and efficiency of pumps, ropes and winding apparatus. The inspection herein provided for shall be paid for by, and be at the cost of, the person constructing any such work.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 10, Chapter 20.  
(Various Sections)*

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

SECTION 1. Section 10-20-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**10-20-010. Permit -- Fees -- Issuance.**

It shall be unlawful for any person to make an opening in any public way or other public place without first obtaining a permit therefor from the commissioner of [public works.] *transportation*. A permit fee of \$100.00 shall be required for creating any pavement opening in the public way. A

permit fee of \$25.00 shall be required for creating an opening in any parkway or unimproved portion of the public way.

The foregoing fees, however, shall not be required of any person who has been granted the right to use the public way pursuant to a franchise ordinance approved by the city council and which franchise ordinance specifically prohibits the imposition of such fees in addition to the compensation to be received by the city pursuant to the franchise ordinance.

The commissioner of [public works] *transportation* shall not issue any permit for the opening of any public way or public place until he or she shall have been fully advised of the time, place and character of such opening and the purpose thereof. The commissioner of [public works] *transportation* may require that applications for permits be accompanied by a plat or pencil tracing or sketch showing the location, character and dimensions of any proposed openings for the installation of new work, or the location and character of any alterations involving changes in the location of pipes, conduits, wires or other conductors.

Before a permit shall be granted to open any public way or public place for any purpose, the commissioner of [public works] *transportation* shall make an estimate of the cost of restoring the pavement and surface in accordance with city specifications. The estimate shall be based on current construction costs.

When a permit is issued, it shall be transmitted to the director of revenue, and he or she shall collect the amount of both the estimate and the permit fee before delivering the permit to the applicant. Where the applicant is a city agency, the payment of the permit and estimate fees shall be waived. Also, where the opening is required to perform underground work to facilitate a city or state project or the repair of damage caused by city forces, the payment of permit fees shall be waived. When the applicant is a utility company, the estimate deposit shall also be waived.

SECTION 2. Section 10-20-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-030. Pavement Restoration.

All work done under authority of the permit shall be inspected by a field service specialist designated by the the commissioner of [public works.] *transportation*.



Immediately after the completion of the work done pursuant to the permit, the permittee shall, forthwith put-back and restore and replace in proper shape and condition any pavement displaced by reason of the work, and shall restore and replace the surface of any public way which may be opened or otherwise disturbed. All of this work shall be done in such manner as shall be satisfactory to the commissioner of [public works,] *transportation*, in accordance with city pavement restoration standards.

SECTION 3. Section 10-20-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-040. Cost Determination -- Refund Of Surplus.

Where the department of streets and sanitation replaces or restores the final asphalt surface above the concrete base, the cost of restoring the pavement shall be determined by the commissioner of [public works,] *transportation*, and shall be deducted and paid into the city treasury from the amount deposited with the director of revenue as hereinbefore provided.

After completion of the work to the satisfaction of the commissioner of [public works,] *transportation*, he or she shall certify to the comptroller the amount of any surplus remaining from the amount deposited in such case, and the surplus shall thereupon be paid over to the proper claimant. If for any reason the amount of such deposit shall be insufficient to cover the cost of such work, or if any damage shall have been done to any underground work or connections, or otherwise, which shall have caused increased expenditures, the amount of such deficiency or damage shall be certified to the [comptroller,] *director of revenue*, who shall collect the same from the person to whom the permit was issued.

SECTION 4. Section 10-20-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-050. Tearing Up Public Ways.

Any person who shall injure or tear up any pavement, side or crosswalk, or any part thereof, dig any hole, ditch or drain in, or dig or remove any sod, stone, earth, sand or gravel from any public way or public ground in the city without having first obtained written permission from the commissioner of [public works,] *transportation*, shall be subject to a penalty for each offense of not less than \$200.00 nor more than \$500.00.

SECTION 5. Section 10-20-210 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-210. Commercial Driveway Permits.

All commercial driveway permits are subject to immediate revocation and driveways closed and ordered removed at owner's expense unless permit holder complies with the following requirements:

a. All property requiring a commercial driveway permit must have a physical barrier to prevent alley access, unless exempted by the city council.

b. This physical barrier must be erected within 60 days after issuance of a permit, and shall either be a steel guardrail constructed in compliance with this code, or other barrier (except wheel stops) approved by the [Bureau of Traffic Engineering and Operations.] *department of transportation.*

SECTION 6. Section 10-20-600 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-600. Permit Required.

No person shall construct, reconstruct, or repair any highway viaduct in the city without first obtaining from the commissioner of [public works] *transportation* a permit so to do.

SECTION 7. Section 10-20-610 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-20-610. Specifications And Plans.

Highway viaducts shall be designed, constructed and erected to the satisfaction of the commissioner of [public works] *transportation* in accordance with printed specifications that he *or she* shall keep on file and which shall be subject to change from time to time as required, but shall at any time be uniform in application throughout the city.

Whenever any person shall desire to construct, reconstruct, or repair any such highway viaduct in the city, such person shall first submit to the commissioner of [public works] *transportation* the plan in accordance with which it is proposed to so construct, reconstruct or repair such viaduct, and if said commissioner of [public works] *transportation* finds that such plan complies with the terms of that part of this chapter dealing with viaducts and the printed specifications on file in the office of the commissioner of [public works,] *transportation*, he or she shall grant to the person presenting such plan a permit to construct, reconstruct or repair the viaduct in accordance with such plan.

SECTION 7. This ordinance shall be in full force and effect from and after January 1, 1992.

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AMENDMENT OF MUNICIPAL CODE OF CHICAGO TO  
ESTABLISH DEPARTMENT OF PLANNING AND  
DEVELOPMENT AND RELATED  
COMMISSIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending the Municipal Code of Chicago necessary to establish the Department of Planning and Development and related Commissions, and having been presented with a proposed substitute ordinance by the Department of Law, and having been presented with a motion to amend by Aldermen Stone, Natarus and Rugai in Section 2-124-010 (e) (17) by deleting "Landmark" and inserting in lieu thereof "State and Federal landmark", having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance, as amended, transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
Chairman.

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, 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. Chapter 2-76 of the Municipal Code of Chicago is repealed and a new Chapter 2-76 is added as follows:

*Chapter 2-76.*

*Planning And Development.*

*Article 1.*

*Definitions.*

2-76-100.

*The following terms wherever used in this chapter shall have the following meanings unless a different meaning appears from the context:*

(a) "Department" means the department of planning and development of the city of Chicago.

(b) "Commission" means the economic development commission of the city of Chicago.

(c) "Commissioner" means the commissioner of planning and development of the city of Chicago.

(d) "City" means the city of Chicago.

## Article 2.

### Department Of Planning And Development.

#### 2-76-200.

*An executive department of the government of the city, to be known as the department of planning and development, is hereby established. The department shall include the commissioner of planning and development and such other personnel as may be provided in the annual appropriation ordinance.*

*All employees of the department shall be under the direction and supervision of the commissioner of planning and development and shall perform such duties as may be required of them by the commissioner or by the provisions of this code.*

#### 2-76-205.

*The office of the commissioner of planning and development is hereby established. The commissioner shall be appointed by the mayor, subject to the approval of the city council, and shall have management and control of all matters and activities pertaining to the department of planning and development.*

#### 2-76-210.

*The commissioner and the department of planning and development shall assume all rights, powers, duties, obligations and responsibilities of*

*the former commissioner and department of planning and the former commissioner and department of economic development. All personnel, books, records, property and funds relating to such former departments are transferred to the department of planning and development. The commissioner of planning and development shall succeed such former commissioners in the administration of any federal, state, local or private grant or loan programs. The commissioner of planning and development shall succeed to the rights and duties of such former commissioners under existing contracts, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances. The commissioner of planning and development shall also succeed to the rights and duties of the commissioner of housing to the extent that such rights and duties relate directly to a project or area designated by the former department of urban renewal. All rules or regulations issued by the commissioner of planning and the commissioner of economic development in effect as of the effective date of this ordinance shall remain in effect until amended or repealed by the commissioner of planning and development.*

**2-76-215.**

*It shall be the duty of the commissioner to supervise and coordinate the formulation and execution of projects and programs affecting the present and future physical and social environment of the city to the extent they relate to planning and development, including industrial development and growth, development of the city's central and outlying business areas, development of culture and art, redevelopment, employment opportunities, housing, public transportation, streets and expressways, parks and recreation, airports and harbors, water and sewers, libraries, education, the environment, health and the preservation of historical areas and landmarks; to conduct research and demographic studies; to create, maintain and expand plans for the city of Chicago; to review and recommend necessary amendments to the Chicago Zoning Ordinance; to coordinate the development of a long range capital improvements program, and to this end the mayor shall appoint a committee made up of departmental officers and representatives of appropriate city agencies of which the commissioner shall act as chairman; to represent the city in its planning relationships with other governmental units; to develop programs and policies to encourage and promote the retention and expansion of existing commercial and industrial businesses within the city, and the attraction of new businesses to the city; and to render necessary services, as requested, to the mayor, the city council and its committees. The department may act as agent for the City in the management, demolition, site preparation and disposition of any property acquired pursuant to Chapter 2-124. The commissioner may by rule or regulation designate one or more employees of the department who shall have the authority to sign the employee's name on the commissioner's behalf on any document or type or class of document specified in the rule or regulation. Except to the extent prohibited by federal or state law, the signature of an employee acting under*

*authority of such rule or regulation shall be for all purposes considered the signature of the commissioner. The commissioner may delegate any other power or function of the commissioner provided for in this code to an employee of the department unless prohibited by federal or state law.*

**2-76-220.**

*The department shall include such divisions as may be necessary or desirable to enable the performance of the duties of the commissioner as set forth in this chapter. The department shall furnish services necessary and proper to the functioning of the Chicago plan commission, the community development commission, the economic development commission, the capital improvements advisory committee and such other offices and agencies as are appropriate.*

**2-76-225.**

*Prior to approval or passage by the city council, all proposals affecting the zoning or planning of the city shall be referred in writing by the departments, city council committees or agencies originating or having charge or jurisdiction of such proposals, to the commissioner of planning and development and the plan commission for study, recommendation and report.*

**2-76-230.**

*There is hereby established in the department of planning and development a division to be known as the division of maps and plats, which shall have jurisdiction and control of the maps and plats of the city relating to its watercourses, geographical aspects, public ways or other public places, house numbers, and all other matters hereinafter enumerated, including the establishment, dedication, alteration or vacation of public ways, the review and approval of plats of subdivision, resubdivision or consolidation, including the boundaries and designations of public ways, blocks, lots and all matters pertaining thereto, and any matters pertaining to the annexation, disconnecting or altering of any boundaries or the corporate limits of the city.*

*The division shall include a superintendent of maps, and such experts, draftsmen, clerks and other employees as the city council may provide by annual appropriation ordinance.*

**2-76-235.**

*The superintendent of maps, under the jurisdiction and control of the commissioner, shall have charge of the maps and plats of the city and all matters pertaining thereto, and shall perform such other duties as may be required of him or her by the commissioner or the provisions of this code.*

*The superintendent of maps shall have special charge of all matters pertaining to the keeping of the records of maps and plats recorded in the city, and of all matters pertaining to street numbers, and shall make all maps and plats which may be required by any department of the city.*

**2-76-240.**

*The superintendent of maps shall be ex officio examiner of subdivisions. It shall be the superintendent's duty to examine any map or plat of subdivision, resubdivision or consolidation of any piece or parcel of land situated within the city presented or submitted to him or her for approval. If the superintendent approves such document the superintendent shall so certify.*

**2-76-245.**

*Every person, other than officials and employees of the city, who shall obtain the assistance of employees of the division of maps and plats for legal descriptions or official house number certificates of real property in the city shall pay a fee of \$5 for each description or certificate.*

*Whenever the city council has authorized the superintendent of maps to prepare an ordinance for the vacation of the public way, the superintendent shall charge and collect from the applicant or beneficiary a fee of \$50 for the preparation of the ordinance and related work.*

**2-76-250.**

*The division of maps and plats shall place on sale copies of city maps of such kind and at such price as the city council has or shall hereafter determine by ordinance.*

**2-76-255.**

*The commissioner of planning and development shall have the authority to charge fees in the amount specified in this section for the processing of program applications and administration and closing costs of programs administered by the department. Such fees shall be made payable to the*



*department of revenue. The fees shall be non-refundable and shall not guarantee approval of an application or adequacy of funding. The amount of such fees shall be as follows:*

**Loans:**

**Micro Loan Program**

-- Application Fee	\$100
-- Closing Fee (due at closing)	\$250

**Amendments/Modifications to  
Urban Development Action  
Grants and Illinois Development  
Action Grants (including  
subordination and refinancing  
requests)**

-- Administration Fee (due at time of city's approval of request)	\$1,000 or 2% of the outstanding principal balance (whichever is greater)
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**Amendments/Modifications to  
Community Development  
Block Grant funded loans and  
Community Services Block  
Grant funded loans**

-- Administration Fee (due at time of city's approval of request)	\$500 or 2% of the outstanding principal balance (whichever is greater)
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**Tax Increment Financing Bonds:**

-- Up to \$3,000,000	\$60,000
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*The commissioner may also specify that certain project related out-of-pocket expenses such as recording and filing fees, title search fees, appraisal fees and credit report charges shall be the responsibility of the applicant.*

### Article 3.

#### *Economic Development Commission.*

2-76-300.

*There is hereby established the economic development commission of the city of Chicago, which shall consist of the commissioner of planning and development, the chairman of the community development commission, the chairman of the city council committee on finance, the chairman of the city council committee on the budget and government operations, the chairman of the city council committee on capital and economic development, the chief financial officer of the city and the corporation counsel as ex officio members, and no more than 25 additional members to be appointed by the mayor with the approval of the city council.*

*The members added to the commission by this ordinance who are not serving ex officio shall be appointed for a term of three years. Members of the previously constituted economic development commission who are not serving ex officio shall complete their respective terms of office. Thereafter, whenever a vacancy occurs by reason of the expiration of the term of any member who is not serving ex officio, the mayor shall appoint a member of the commission for a term of three years, provided that initial appointments made after the effective date of this ordinance may be made for a term of less than three years to provide for staggered terms.*

*Members shall hold office until their successors have been appointed, and may succeed themselves. Members of the commission shall receive no compensation for their services. The mayor in his sole discretion may remove any member from office.*

*Whenever a vacancy occurs as a result of resignation, death or any other reason other than expiration of the term of a member, the mayor shall appoint a member to complete the term of the vacancy.*

*The commission shall establish bylaws consistent with the purposes of this ordinance.*

*The mayor of the city of Chicago shall designate members to serve as chairman and vice chairman of the economic development commission. The commissioner of planning and development shall serve ex officio as secretary of the commission.*

**2-76-305.**

*The economic development commission shall advise the mayor and the commissioner with respect to business attraction and retention policies, and shall serve as the business marketing arm of the city.*

**2-76-310.**

*The commission is authorized to:*

*(a) Review and recommend to the mayor and the commissioner research projects for the support of the business planning, retention and attraction activities of the city;*

*(b) Work with city agencies and officers to develop and implement marketing plans that result in the retention and creation of employment opportunities for Chicagoans;*

*(c) Recommend to the mayor and the commissioner that the city apply for and accept advances, loans, grants, contributions and any other form of financial assistance from the federal government, the state, county, city or other public body or from any other sources, public or private, for the purposes of this chapter, to give such security as may be required and to enter into and carry out contracts in connection therewith; and to provide assistance in connection with any such application for assistance;*

*(d) Recommend to the mayor and the commissioner that the city invest or cause the investment of any funds held in reserves or any funds not required for immediate disbursement, in securities in which savings banks may legally invest funds subject to their control;*

*(e) Advise the mayor and the commissioner as to the impact of governmental actions on the business climate of the city;*

*(f) Otherwise act in a manner that supports the city's efforts to retain employment opportunities and attract new business activities to the city.*

**SECTION 2. Chapter 2-124 of the Municipal Code of Chicago is repealed and a new Chapter 2-124 is added as follows:**

Chapter 2-124.

Community Development Commission.

2-124-010.

*The following terms wherever used in this ordinance shall have the following meanings unless a different meaning appears from the context:*

(a) "Commission" means the community development commission.

(b) "City" means the city of Chicago.

(c) "Government" means the United States of America or instrumentality thereof.

(d) "Redevelopment area" means a slum, blighted, deteriorated or deteriorating area in the aggregate of not less than two acres located within the territorial limits of the city where buildings, improvements or vacant lots are detrimental to the public safety, health, morals, welfare or economic stability because of age, dilapidation, obsolescence, overcrowding, lack of light, ventilation or adequate sanitary facilities, inadequate utilities, excessive land coverage, deleterious land use or layout, inadequate or ineffective use, or failure to generate a proper share of tax revenues, housing opportunities or employment commensurate with the capacity of the area, or any combination of such factors.

(e) "Redevelopment plan" means the comprehensive program for the clearing or rehabilitation and the physical development of a redevelopment area. The plan may include, but is not limited to:

(1) Land uses;

(2) Improvement, alteration or vacation of streets and alleys, provisions for restricted services access and off-street parking;

(3) Locations and easements for public and private utilities;

(4) Community facilities;

(5) Landscaping and site improvement;

(6) Analysis and provision for the transportation requirements of the area;

- (7) *Building restrictions;*
- (8) *Recommended construction including new buildings, rehabilitation and conversions, demolition of designated structures and elimination of nonconforming uses;*
- (9) *Density, number of units, land coverage and setback requirements;*
- (10) *Provisions for open spaces and plazas;*
- (11) *Recommended standards of maintenance, requirements of applicable health and safety ordinances;*
- (12) *Zoning and/or zoning required;*
- (13) *Administrative, funding, and financial details and proposals including financing arrangements and costs of public portions of the plan;*
- (14) *Recommended timetable of various stages of the program;*
- (15) *Relocation of property owners and tenants as may be required to implement the plan;*
- (16) *Environmental conditions and proposed remediation;*
- (17) *State and federal landmark restrictions; and*
- (18) *Any and all other steps needed to carry out the plan.*

(f) *"Redevelopment project area" means a redevelopment area for which a redevelopment plan has been approved by the city council.*

(g) *"Redevelopment project costs" means and includes the sum total of all reasonable or necessary costs incidental to a redevelopment project. Reasonable and necessary costs may include, without limitation, administration costs, studies and surveys, plans, specifications, architectural and engineering services; legal, marketing, planning or other special services; financing; acquisition; demolition; clearing and grading of land; construction; site preparation and equipment and site development of new and rehabilitated buildings, and public and private improvements; property management and maintenance; rehabilitation, construction, repair or remodeling of existing buildings; relocation costs; environmental investigations and remediation; and all necessary and incidental expenses related to the financing of a redevelopment project and issuance of bonds, including an initial bond and interest reserve and*

*credit enhancement, interest on bonds issued to finance a project to completion, and bond issuance costs.*

**2-124-020.**

*(a) There is hereby created the community development commission. The commission shall consist of nine members appointed by the mayor with the consent of the city council. The mayor shall initially appoint one member for a one year term, two members for a two year term, two members for a three year term, two members for a four year term, and two members for a five year term. Their successors shall serve for a term of five years. Members shall continue to serve on the commission until their successors are appointed and qualified. If a vacancy occurs in the office of any member, an appointment shall be made in like manner to fill the unexpired term. Five members shall constitute a quorum. The affirmative vote of five members shall be required for the commission to take any action. One member shall be designated by the mayor to serve as chairman.*

*All members shall serve without compensation. The mayor in his sole discretion may remove any member from office. A person serving the city in another capacity as officer or employee shall be eligible to serve on the commission. The department of planning and development shall perform the administrative functions of the commission, including, but not limited to, the negotiation of redevelopment agreements.*

*(b) The commission shall assume all rights, powers, duties and obligations of the former commercial district development commission and the former department of urban renewal. All personnel, books, records, property and funds of such former commission and department shall be transferred to the commission. Notwithstanding any other provision to the contrary, the commercial district development commission and the department of urban renewal may continue to exercise all powers and functions possessed by those bodies prior to the effective date of this ordinance until at least five members of the community development commission have been appointed and qualified.*

*(c) Except as specified in this chapter, the provisions of this ordinance shall not affect any redevelopment project, redevelopment or conservation plan or any agreement relating to a blighted commercial area, a slum and blighted area, a blighted vacant area, a redevelopment project area or a conservation area designated prior to the effective date of this ordinance. With respect to such designations, projects, plans or agreements the commission may exercise any power and perform any function of the commercial district development commission or the department of urban renewal authorized by this code or by statute immediately prior to the effective date of this ordinance.*

2-124-030.

(a) *The commission may recommend to the city council that the city:*

(1) *Acquire by purchase, gift, lease, condemnation, option or otherwise any rights in real property, including air rights in any redevelopment project area. If any such real property is subject to easements the corporate authorities in their discretion may acquire the fee simple title to such real property subject to such easements if they determine that such easements will not interfere with carrying out the redevelopment plan;*

(2) *Clear any area acquired, by demolition or removal of existing buildings and structures, and prepare the area for reuse in accordance with the redevelopment plan;*

(3) *Renovate, rehabilitate, or physically relocate any structure or building acquired, or if any structure or building or the land supporting it has not been acquired, permit the owner to renovate or rebuild the structure or building in accordance with the redevelopment plan;*

(4) *Install, repair, construct, reconstruct, or relocate streets, utilities, and site improvements essential to the preparation of the redevelopment project area for use in accordance with a redevelopment plan, and with or without charge grant easements for such utilities;*

(5) *Sell, mortgage, or lease, or otherwise transfer or convey any interest in real property acquired for use in accordance with the redevelopment plan at such time as the city may determine. The commission shall recommend a selling price or lease rate for such property, which may be less than acquisition costs, that represents the highest reasonable value at which the property is likely to be purchased or leased for development or redevelopment in accordance with the redevelopment plan. However, no sale, mortgage or lease shall ever be made in such manner as to impair the rights or interests of the holder or holders of any bonds issued to finance the project costs of such project.*

*Any redevelopment project area may be sold either as an entirety or in such parcels as the commission may select. It will not be necessary that title be acquired to all real property within the redevelopment area before the sale of a part thereof may be made as provided in this section;*

(6) *Convey any part of the redevelopment project area to any public body, and the city may charge for such conveyance whatever price it and the public body receiving the land may agree upon;*

(7) *Resell real property for uses prescribed in the redevelopment plan;*



(8) Engage in such relocation activities as are prescribed by the redevelopment plan;

(9) Enter into such cooperative agreements, with or without consideration, as the commission shall deem appropriate to carry out the purposes of the redevelopment plan;

(10) Make loans and grants, or guarantee loans made by other institutions, public or private, to persons in the redevelopment project areas for the purposes of rehabilitating structures or constructing new structures in such areas;

(11) Borrow money, apply for and accept advances, loans, grants, contributions, gifts, services, or other financial assistance from the United States of America, or any agency or instrumentality thereof, the state, county or other public body, or from any source, public or private, for or in aid of any other purposes of the redevelopment plan or redevelopment project;

(12) Issue, to defray in whole or in part, redevelopment project costs of any one or more redevelopment projects, bonds or other obligations secured in whole or in part by income and revenues received with respect to the redevelopment projects, on such terms and conditions as the city council may determine;

(13) Raise revenue by the adoption of such taxes and establishment of such special tax districts as are permitted under the constitution and the laws of the state of Illinois;

(14) Exercise the power of eminent domain for the acquisition of any interest in real or personal property for the purposes of this chapter;

(15) Exercise any one or more of the foregoing powers in any combination to carry out the redevelopment plan and the redevelopment project, and to exercise such other powers as shall be necessary to carry out the purposes of the redevelopment plan project;

(16) Undertake those activities specified in Section 11-74.4-4(b) -- (j) and (l) -- (m) of the Real Property Tax Increment Allocation Redevelopment Act of the state of Illinois, Chapter 24, Paragraph 11-74.4-1 et seq., Illinois Revised Statutes.

Nothing in this chapter shall limit the power of the corporate authorities to exercise the foregoing powers notwithstanding any action or failure to act pursuant to this chapter, and nothing in this chapter shall limit the authority of the commissioner of planning and development to exercise powers pursuant to chapter 2-76.

*(b) The commission shall have and exercise the following powers with respect to the development and redevelopment of any area:*

*(1) Designate, subject to approval by the city council, a redevelopment area and approve the redevelopment plan in the manner prescribed herein;*

*(2) Cooperate with other departments and agencies of the city of Chicago in the implementation of the objectives set forth in this ordinance in the redevelopment of any area;*

*(3) Approve such agreements and undertakings in connection with the disposition of any interest in land which will bind the purchaser to redevelop the area in accordance with the redevelopment plan and the objectives contained therein. The commission may approve proposals negotiated with any person by the commissioner of planning and development or his or her designee for the purchase, lease or other transfer of any real property acquired pursuant to this chapter and shall consider all redevelopment and rehabilitation proposals submitted to it and the financial and legal ability of the persons making such proposals to carry them out.*

*(c) Pursuant to Section 11-74.4-4 (k) of the Real Property Tax Increment Allocation Redevelopment Act of the state of Illinois, Chapter 24, Paragraph 11-74.4-1 et seq., Illinois Revised Statutes, the commission shall have the power to hold public hearings and make recommendations to the city council of the city of Chicago concerning the adoption of redevelopment plans, redevelopment projects, and the designation of redevelopment project areas, as those terms are defined in Section 11-74.4-3 of that Act.*

2-124-040.

*Whenever the commission determines that an area or areas within the city of Chicago may be eligible for designation as a redevelopment area within the meaning of this chapter, it shall conduct any necessary investigations, studies, or surveys to determine the eligibility of the area. The commission may conduct such public hearings as it may deem necessary. Such investigations may include but need not be limited to inquiries into the economic, living or housing conditions of the area studied, the opportunities for employment in such area, land uses and the vacancy rates in such areas. The commission may establish and define the duties of neighborhood advisory councils to assist in any investigation, study or survey conducted pursuant to this section, or to assist in the carrying out of a redevelopment plan. Any hearing may be conducted by the commission or by a committee appointed by it, consisting of one or more members of the commission, or by an employee or agent specially authorized by the*

*commission to conduct it. The commission and any member, employee or agent thereof so designated shall have power to administer oaths, take affidavits, and subpoena and require the attendance and testimony of witnesses and the production of books and papers pertaining to such investigation. The commission may after such investigation designate such area as a redevelopment area. Such designation together with an accurate description of the area included in such designation shall be made by resolution of the majority of the commission and be part of the records of the commission.*

*The commission shall present its resolution designating the area as a redevelopment area to the city council for its approval or rejection of the designation. If the city council approves the designation of the area, the commission shall have the authority to exercise in such areas the powers provided pursuant to this chapter; provided, however, that nothing in this ordinance shall restrict the powers otherwise vested in the city of Chicago. The designation of a redevelopment area shall not become effective until it is approved by the city council.*

**2-124-050.**

*The commission shall cause to be prepared a redevelopment plan for each redevelopment area designated by the commission. The commission, upon its completion of the plan, shall submit to the city council the plan, accompanied by a resolution of the commission approving the plan by majority vote. The city council shall by ordinance adopt or reject such plan. The city may not sell or convey any property in a redevelopment area until a redevelopment plan has been approved by the city council pursuant to this section.*

**2-124-060.**

*The commission may adopt bylaws, rules or regulations applicable to the administration of the commission.*

**SECTION 3.** Chapter 2-92 of the Municipal Code is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

**2-92-440.**

**In order to achieve the goal stated in Section 2-92-430 of this chapter, the purchasing agent shall undertake, in addition to the other measures provided herein, the following measures:**

\* \* \* \* \*

(j) Working with the department of [economic] *planning and development*, review the bonding and insurance requirements applicable to M.B.E.s and W.B.E.s and evaluate methods for reducing the burden imposed by such requirements consistent with the protection of the city's interest;

\* \* \* \* \*

2-92-460.

In order to achieve the goal stated in Section 2-92-430 of this chapter, the purchasing agent shall develop and coordinate a target market program including the following elements:

\* \* \* \* \*

(c) The purchasing department shall develop a list of M.B.E.s and W.B.E.s who are interested in participating in the target market program, including the type of contract in which each M.B.E. and W.B.E. is interested in participating. The purchasing department may make participation in the target market program dependent upon submission to stricter compliance audits than are generally applicable to participants in the program. No contract shall be eligible for inclusion in the target market program unless the list developed by the purchasing department indicates that there are at least three qualified M.B.E.s or W.B.E.s interested in participating in that type of contract. The purchasing department may develop guidelines to regulate the level of participation of individual M.B.E.s and W.B.E.s in the target market program in order to prevent the domination of the target market program by a small number of such entities. Where necessary or useful, the purchasing department may require M.B.E.s and W.B.E.s to participate in training programs offered by the department of [economic] *planning and development* or other city departments or agencies as a condition to participation in the target market program.

\* \* \* \* \*

**SECTION 4.** Chapter 2-120 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

2-120-380.

The Chicago plan commission shall be composed of 18 members; nine members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the mayor, the president of the board of local improvements, the commissioner of planning *and development*, the zoning administrator, the chairman of the city council committee on finance, the chairman of the city council committee on zoning, the chairman of the city council committee on housing, the chairman of the city council committee on traffic control and safety, and the chairman of the board of the Chicago Transit Authority. The mayor shall designate a chairman and vice-chairman from among the appointed members. The appointed members shall hold no other public office except where such public office is nonsalaried and no fees or emoluments are derived therefrom.

\* \* \* \* \*

2-120-590.

There is hereby created a commission on Chicago landmarks. The commission shall consist of nine members, eight of whom shall be appointed by the mayor by and with consent of the city council of the city of Chicago. The ninth member shall be the commissioner of planning *and development* or his designee. The members shall serve without compensation. One of the members shall be designated by the mayor as chairman, another as vice-chairman, and another as secretary. For the purposes of this Article XVII, the "commission" means the commission on Chicago landmarks.

2-120-640.

Upon adoption of a resolution making a preliminary determination, the commission shall request a report from the commissioner of planning *and development* which evaluates the relationship of the proposed designation to the Comprehensive Plan of the city of Chicago and the effect of the proposed designation on the surrounding neighborhood. The report shall also include the commissioner's opinion and recommendation regarding any other planning consideration relevant to the proposed designation and the commissioner's recommendation of approval, rejection or modification of the proposed designation. The report shall be submitted to the commission within 60 days of the request, if the proposed designation is of an area, place, building, structure, work of art or other object, or within 90 days, if the proposed designation is a district, and shall become part of the official record concerning the proposed designation. The commission may make such modifications, changes and alterations concerning the

proposed designation as it deems necessary in consideration of any recommendation of the commissioner of planning *and development*. If the commissioner declines or fails to submit a report within the time provided herein, the commission may proceed with designation.

2-120-690.

Within 30 days after the conclusion of the public hearing, the commission shall determine whether to recommend the proposed landmark designation to the city council. If the commission makes a determination to recommend a designation to the city council, it shall set forth its recommendation in writing, including finding of fact relating to the criteria for designation in Section 2-120-620 that constitute the basis for its decision and shall transmit its recommendation to the city council, to the owner of the property and to the parties appearing at the public hearing. If 51 percent of the owners of the property in a district responding to the request for consent file written objections to designation, a recommendation of landmark designation of that district must be approved by the affirmative vote of six members of the commission. The commission shall also transmit to the city council the official record of its proceedings concerning the recommended designation. If the proposed designation is of an area, place, building, structure, work of art or other object, the commission shall transmit its recommendation to the city council within 180 days from the date of receipt of the report of the commissioner of planning *and development*, or if no report has been received, within 240 days from the date of the commission's request for the report. If the proposed designation is of a district, the commission shall transmit its recommendation to the city council within 240 days from the date of receipt of, the report of the commissioner of planning *and development*, or, if no report has been received, within 330 days from the date of the commission's request for the report if, however, an extension of time has been granted under Section 2-120-650, the time allowed for submission under this section shall be extended by the same number of days.

2-120-720.

Immediately following official designation by the city council, the commission shall notify the department of buildings of the city of Chicago of the designation. The commission shall also, within 10 days of the official designation, send a certified copy of the ordinance designating the property and a summary of the effects of designation to the owner of the property by certified mail, return receipt requested. The commission shall also file with the recorder of deeds of Cook County, the assessor of Cook County, the [bureau] *division* of maps and plats of the department of [public works] *planning and development* of the city of Chicago, and all

other relevant city departments, a certified copy of the designation ordinance.

**SECTION 5.** Chapter 16-4 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

**16-4-100.**

The Chicago plan commission shall be the agency responsible for the administration of the Lake Michigan and Chicago Lakefront Protection Ordinance and shall have the following powers and duties in addition to those powers and duties presently contained within the Municipal Code of Chicago:

(a) To receive from any applicant or public agency an application, on such forms as the commission may provide, to undertake any landfill, excavation, impoundment, mining, drilling, roadway building or construction regulated by this chapter and receive for any public agency an application, on such forms as the commission may provide, to acquire or dispose of property regulated by this chapter; to review, approve or disapprove of application; provided, that (1) a public hearing is noticed and held in accordance with the provisions of subparagraphs (b), (c), (d) and (e) hereof, and (2) a written report is prepared and filed with the commission by the commissioner of the department of planning [, city] and [community] development in accordance with the provisions of Section 16-4-110 hereof. The forms provided by the commission shall not require detailed working drawings or plans.

\* \* \* \* \*

**16-4-110.**

The commissioner of the department of planning [, city] and [community] development shall have the following duties and responsibilities:

\* \* \* \* \*

**16-4-120.**

The commissioner of buildings shall have the following duties and responsibilities:

(a) To forward within five days to the Chicago plan commission and the commissioner of planning [, city] and [community] development any application for a permit in the Lake Michigan and Chicago Lakefront Protection District, together with a statement of zoning considerations by the zoning administrator, at any location within the Lake Michigan and Chicago Lakefront Protection District;

(b) To receive the decision of the Chicago plan commission, and the approval of the commissioner of planing[, city] and [community] development, prior to the issuance of any permit and to consider that decision binding.

SECTION 6. Chapter 16-8 of the Municipal Code of Chicago is hereby amended by deleting language in brackets and adding language in italics as follows:

16-8-030.

\* \* \* \* \*

(b) Definitions. Whenever used in this chapter, the following words shall have the following meanings unless the context clearly indicates otherwise:

"Administrator" means the city of Chicago zoning administrator.

"Commissioner" means the commissioner of planning *and development* of the city of Chicago.

"Owner" means the person or entity which appears in the authentic tax records of Cook County.

"Plan commission" or "commission" means the Chicago plan commission.

"Planned manufacturing district" means a district of five acres or more that is designated by the city council pursuant to the provisions of this chapter. For the purposes of this chapter, measurements of acreage shall apply to land which is contiguous or would be contiguous except for separation by a public way or a railroad right-of-way.

16-8-050.

(a) Initiation of Designation. On receipt of the written application of the mayor or of the owners of all land within the boundaries of a proposed district, or of the alderman of the ward in which a manufacturing district



of suitable size exists, the commission shall promptly commence the review and determination process set forth in Section 16-8-060.

(b) **Application.** An application for designation of an area as a planned manufacturing district shall be filed with the zoning administrator on forms provided by him and in the number of copies he shall require. The administrator shall transmit an original copy of any such application without delay to the city clerk, who shall record it in the proceedings of the city council at its next regular meeting. The administrator shall also transmit copies of any such application without delay to the commissioner of planning *and development* and [,] the plan commission [and the commissioner of economic development].

16-8-060.

(a) **Department of Planning *and Development* - Community Meeting.** Before a formal public hearing provided for in Section 16-8-060(b) to consider recommending the designation of any district as a planned manufacturing district, the commissioner of planning *and development* shall hold at least one public meeting in the ward in which the district proposal for designation is located, for the purpose of explaining the proposal and soliciting comments on it. The commissioner shall notify the alderman of the ward in writing of the time, place and purpose of the meeting and shall also publish notice of the same in a newspaper of general circulation within the ward.

The commissioner[, with the cooperation of the department of economic development,] shall make a written report and recommendation on the proposal to the plan commission before the date the plan commission has scheduled public hearings on the proposal pursuant to Section 16-8-060(b).

\* \* \* \* \*

**SECTION 7.** Chapter 16-12 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

16-12-020.

For the purpose of this chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this section, unless otherwise specified:

"City" means the city of Chicago, Illinois.

"City council" means the city council of the city of Chicago, Illinois.

"Department" means the department of [economic] *planning and development* of the city.

"Department of Commerce and Community Affairs" means the Department of Commerce and Community Affairs of the state.

"Depressed area" means an area within the city that meets the criteria for a depressed area set by the Illinois Enterprise Zone Act and any rules or regulations issued by the Department of Commerce and Community Affairs concerning the eligibility of an area as a depressed area under the Illinois Enterprise Zone Act.

"Designated zone organization" means an organization within an enterprise zone which meets the requirements of a designated zone organization under the Illinois Enterprise Zone Act, and has been designated such pursuant to Section 16-12-070 of this chapter.

"Enterprise zone" means a depressed area of the city which was designated a proposed enterprise zone by the city council and which has been approved and certified by the Department of Commerce and Community Affairs as an enterprise zone under the Illinois Enterprise Zone Act and/or has been approved and certified by the proper federal authority as an enterprise zone under any federal enterprise zone legislation.

"Finance committee" means the finance committee of the city council of the city of Chicago.

"Person" means any individual, partnership, association, sole proprietorship, club, society, foundation, institution, joint stock company, joint venture, public or private corporation, or a receiver, executor, trustee, conservator, a representative appointed by order of any court or any other entity which is eligible for benefits under the Illinois Enterprise Zone Act.

"Proposed enterprise zone" means a depressed area of the city designated as such by ordinance by the city council pursuant to this chapter.

"State" means the state of Illinois.

"Zone administrator" means an officer or employee of the city, designated by the city council, by ordinance, to administer the enterprise zone or zones within the city. The zone administrator shall

have the powers and duties set forth in Section 16-12-060 of this chapter.

16-12-060.

\* \* \* \* \*

(c) The zone administrator for all zones shall be commissioner of [the department of economic] *planning and* development of the city.

16-12-070.

\* \* \* \* \*

C. The transfer of title to real property located within an enterprise zone shall be exempt from the Chicago Transaction Tax, Chapter 3-32 of the Municipal Code of Chicago.

4. The following city ordinances and regulations shall be modified or eliminated, to the extent provided herein, in an enterprise zone.

A. All zoning and zoning districts within an enterprise zone shall be reviewed by the zone administrator with assistance from the zoning administrator for the city, the commissioner of planning [, city] and [community] development and the zoning board of appeals. The zone administrator shall before June 1, 1983, and afterwards as he deems necessary, recommend to the city council, modifications to the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, in relation to the city's enterprise zones, to further the purposes of this chapter. Any modifications shall be subject to the restrictions on such in the Illinois Enterprise Zone Act.

SECTION 8. The Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

#### 5.4 Zoning Of Annexed Land.

Prior to the annexation of any territory to the City of Chicago, a plan for zoning the area to be annexed shall be forwarded to the City Council by the Commissioner of Planning [, City] and [Community] Development.

**6.4-9. Condemnation Of Non-Conforming Buildings And Structures.**

\* \* \* \* \*

(2) No such acquisition by condemnation shall be made until such time as the Department of Planning[, City] and [Community] Development, at the request of the City Council, or upon its own initiative, has made a study of the area within which such non-conforming building or structure is located and has filed a written report on such study with the Committee on [Buildings and] Zoning of the City Council.

**7.11. Off-Street Loading -- Use And Bulk Regulations.**

\* \* \* \* \*

(7) For special uses other than prescribed for hereinafter, loading berths adequate in number and size to serve such uses [ -- ] as determined by the Department of Planning [, City] and [Community] Development shall be provided.

**7.12-1. Off-Street Parking -- R1, R2 And R3 Residence Districts.**

\* \* \* \* \*

(1) Cemeteries. Parking spaces shall be provided in adequate number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the public.

\* \* \* \* \*

(3) Convents, Monasteries, and Multi-family Housing for the Developmentally Disabled. Parking spaces shall be provided in adequate number [ -- ] as determined by the Department of Planning and Development [ -- ] to serve persons employed or residing on the premises as well as the visiting public.

\* \* \* \* \*

- (6) **Golf Courses.** Parking spaces shall be provided in adequate number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the public.

\* \* \* \* \*

- (8) **Municipal or Privately-owned Recreation Buildings or Community Centers.** One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the visiting public.
- (9) **Public Utility and Public Service Uses.** One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the visiting public.
- (10) **Railroad Passenger Stations.** One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the visiting public.

\* \* \* \* \*

- (12) **Housing for Elderly Persons.** Parking spaces shall be provided in adequate number [ -- ] as determined by the Department of Planning [, City] and [Community] Development.

**7.12-2. Off-Street Parking -- R4, R5 And R6 Residence Districts.**

\* \* \* \* \*

- (7) **Institutions** \* \* \* \* \* One parking space shall be provided for each staff doctor, plus spaces adequate in number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the visiting public.

\* \* \* \* \*

8.10. Off-Street Loading -- Use And Bulk Regulations.

\* \* \* \* \*

- (7) For special uses other than prescribed for hereinafter, loading berths adequate in number and size to serve such use [ -- ] as determined by the Department of Planning [, City] and [Community] Development shall be provided.

8.11-1. Off-Street Parking -- B1-1, B1-2, B2-1, B2-2, B3-1, B3-2, B4-1, B4-2, B5-1 And B5-2 Districts.

\* \* \* \* \*

- (17) Municipal or Privately-owned Recreation Buildings or Community Centers. One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning [,City] and [Community] Development [--] to serve the visiting public.
- (18) Penal and Correctional Institutions. One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning [, City] and [Community] Development [ -- ] to serve the public.

\* \* \* \* \*

- (20) Public Utility and Public Service Uses. One parking space shall be provided for each three employees, plus spaces adequate in number [ -- ] as determined by the Department of Planning[, City] and [Community] Development [ -- ] to serve the public.

\* \* \* \* \*

- (27) Other Uses Allowed in These Districts. Parking spaces shall be provided on the same basis as required for the most similar

listed use [ -- ] as determined by the Department of Planning[, City] and [Community] Development.

8.11-2. Off-Street Parking -- B1-3 To B1-5, B2-3 To B2-5, B3-3, B4-3 To B4-5 And B5-3 Districts.

\* \* \* \* \*

- (9) Other Uses Allowed in These Districts. Parking spaces shall be provided on the same basis as required for the most similar listed use [--] as determined by the Department of Planning [, City] and [Community] Development.

8.11-3. Off-Street Parking -- B3-4, B5-4 Districts.

\* \* \* \* \*

- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning [, City] and [Community] Development.

\* \* \* \* \*

8.11-4. Off-Street Parking -- B3-5, B5-5, B7-5 Districts.

\* \* \* \* \*

- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning [, City] and [Community] Development.

\* \* \* \* \*

8.11-5. Off-Street Parking -- B6-6, B7-6 Districts. \*\*\* (1)

\* \* \* \* \*

- b. Except that, where certain facilities, as hereinafter set forth, are provided at the owner's sole cost and expense in conjunction with a building or structure, in a manner and subject to plans and specifications approved by the Commissioner of Buildings and Commissioner of Planning [, City] and [Community] Development the required number of parking spaces shall be reduced as follows:

\* \* \* \* \*

9.10. Off-Street Loading -- Use And Bulk Regulations.

- (6) For special uses other than prescribed for hereinafter, loading berths, adequate in number and size to serve such use [--] as determined by the Department of Planning [, City] and [Community] Development [--] shall be provided.

\* \* \* \* \*

9.11-1. Off-Street Parking -- C1-1, C1-2, C2-1, C2-2, C3-1, C3-2 And C4 Districts.

\* \* \* \* \*

- (19) Municipal or Privately-owned Recreation Buildings or Community Centers. One parking space shall be provided for each three employees, plus spaces adequate in number [--] as determined by the Department of Planning [, City] and [Community] Development [--] to serve the public.
- (20) Penal and Correctional Institutions. One parking space shall be provided for each three employees, plus spaces adequate in number [--] as determined by the Department of Planning [, City] and [Community] Development [--] to serve the public.



\* \* \* \* \*

- (29) For the following uses, parking spaces shall be provided in adequate number [--] as determined by the Department of Planning[, City] and [Community] Development [--] to serve persons employed or residing on the premises, as well as the visiting public.

\* \* \* \* \*

- (30) Other Uses Allowed in These Districts. Parking spaces shall be provided on the same basis as required for the most similar listed use number [--] as determined by the Department of Planning[, City] and [Community] Development.

9.11-2. Off-Street Parking -- C1-3, C1-4, C1-5, C2-3 And C3-3 Districts.

\* \* \* \* \*

- (9) Other Uses Allowed in These Districts. Parking spaces shall be provided on the same basis as required for the most similar listed use [--] as determined by the Department of Planning[, City] and [Community] Development.

9.11-3. Off-Street Parking -- C2-4 And C3-4 Districts.

\* \* \* \* \*

- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning[, City] and [Community] Development.

9.11-4. Off-Street Parking -- C2-5 And C3-5 Districts.

\* \* \* \* \*

- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning[, City] and [Community] Development.

9.11-5. Off-Street Parking -- C3-6 District.

\* \* \* \* \*

- (1) \* \* \* \* \*

- (b) Except that, where certain facilities, as hereinafter set forth, are provided at the owner's sole cost and expense in conjunction with a building or structure, in a manner and subject to plans and specifications approved by the Commissioner of Buildings and Commissioner of Planning[, City] and [Community] Development, the required number of parking spaces shall be reduced as follows:

\* \* \* \* \*

- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning[, City] and [Community] Development.

\* \* \* \* \*

9.11-6. Off-Street Parking -- C3-7 District.

\* \* \* \* \*

- (1) \* \* \* \* \*

- (b) Except that, where certain facilities, as hereinafter set forth, are provided at the owner's sole cost and expense in conjunction with a building or structure, in a manner and subject to plans and specifications approved by the Commissioner of Buildings and Commissioner of Planning[, City] and [Community]

Development, the required number of parking spaces shall be reduced as follows:

\* \* \* \* \*

10.15. Off-Street Loading -- Use And Bulk Regulations.

\* \* \* \* \*

(6) For Special Uses other than prescribed for hereinafter, loading berths adequate in number and size to serve such use [--] as determined by the Department of Planning[, City] and [Community] Development [--] shall be provided.

\* \* \* \* \*

10.16-1. Off-Street Parking -- M1-1 To M1-5 Restricted Manufacturing Districts.

\* \* \* \* \*

(1) Airports and Aircraft Landing Fields. Parking spaces shall be provided in adequate number [--] as determined by the Department of Planning[, City] and [Community] Development [--] to serve persons employed on the premises as well as the visiting public.

\* \* \* \* \*

(6) For Municipal or Privately-owned Recreation [Buildings] or Community Centers. One parking space shall be provided for each four employees, plus spaces adequate in number [--] as determined by the Department of Planning[, City] and [Community] Development [--] to serve the visiting public.

(7) Penal and Correctional Institutions. One parking space shall be provided for each three employees, plus spaces adequate in number [--] as determined by the Department of Planning[, City] and [Community] Development [--] to serve the public.

\* \* \* \* \*

- (10) **Public Utility and Public Service Uses.** One parking space shall be provided for each three employees, plus spaces adequate in number [--] as determined by the Department of Planning[, City] and [Community] Development [--] to serve the public.

\* \* \* \* \*

- (15) **Other Use Allowed in These Districts.** Parking spaces shall be provided on the same basis as required for the most similar listed use [--] as determined by the Department of Planning *and Development.*

11.1.

The administration of this comprehensive amendment is hereby vested in three offices of the City of Chicago as follows:

Department of Zoning

The Board of Appeals

Department of Planning *and Development*

\* \* \* \* \*

11.2-2. Duties Of The Office Of Zoning Administrator.

The Zoning Administrator shall enforce this comprehensive amendment, and in addition thereto and in furtherance of said authority he shall:

\* \* \* \* \*

- (7) **Transmit to the Committee on Zoning his recommendations together with those of the Commissioner of Planning [, City] and**

[Community] Development on all amendments, copies of which have been received from the Committee on Zoning.

11.4-1. Jurisdiction Of The Department Of Planning With Respect To Zoning. The Commissioner of Planning *and Development* shall have the following duties under this comprehensive amendment:

\* \* \* \* \*

11.7B. Exceptions For Shelter Facilities.

Notwithstanding any other provision of this Zoning Ordinance, any Transitional Shelter or Temporary Overnight Shelter in existence as of December 21, 1983, shall be considered a permitted use regardless of the classification of the district in which it is situated; any expansion of any such existing Transitional or Temporary Overnight Shelter shall be treated as a new use for purposes of this Zoning Ordinance. The Commissioner of the Department of Planning *and Development*, upon application by any person for the operation of a Transitional or Temporary Overnight Shelter as a special use, shall review said application for the purpose of determining the \_\_\_\_\_ if any, for off-street parking in connection therewith.

11.9-2. Initiation Of Amendment.

Amendments may be proposed by the City Council, by the Commissioner of Planning [, City] and [Community] Development or by any resident of or owner of property in the City of Chicago.

11.9-4. Processing Of Applications.

Before the holding of public hearings on any amendment introduced into the Council, it shall be forwarded by the Committee on Zoning to the Zoning Administrator with a request for recommendations relative thereto by both the Commissioner of Planning [, City] and [Community] Development and the Zoning Administrator.

Upon receipt of such proposed amendment, the Zoning Administrator shall transmit a copy of same to the Commissioner of Planning [, City] and [Community] Development who shall make his recommendations relative thereto and forward same through the Zoning Administrator to the Committee on Zoning. The Zoning Administrator in transmitting the recommendations of the Commissioner of Planning [, City] and [Community] Development to the Committee on Zoning shall forward

therewith either an indication of his concurrence with such recommendations or in the event of disagreement with same, his own separate recommendations.

The Commissioner of Planning [, City] and [Community] Development shall file with the City Clerk such recommendation of the Commissioner of Planning [, City] and [Community] Development and Zoning Administrator regarding each application at such time as the report of the Committee on Zoning concerning each application is initially submitted to the City Council.

#### 11.10-2. Authorization.

Variations in the nature of special uses may be authorized by the Zoning Board of Appeals provided that no application for variation in the nature of special use shall be acted upon by the Zoning Board of Appeals until after (1) a public hearing is noticed and held; and (2) a written report is prepared and filed with the Board by the Commissioner of Planning [, City] and [Community] Development, which report shall become a part of the record.

#### 11.10-5. Conditions.

The Commissioner of Planning [, City] and [Community] Development may recommend and the Board of Zoning Appeals may provide such conditions or restrictions upon the construction, location and operation of a special use, including but not limited to provisions of off-street parking and loading, as shall be deemed necessary to secure the general objectives of this comprehensive amendment and to reduce injury to the value of property in the neighborhood.

\* \* \* \* \*

#### 11.11-2. Guidelines.

In reviewing an application for planned development filed pursuant to Section 11.11-3, the Commissioner of Planning [, City] and [Community] Development, the Chicago Plan Commission and the City Council shall give consideration to the following guidelines:

\* \* \* \* \*

### 11.11-3. Application, Procedures And Variations.

(a) All applications for the development of land or air rights under a planned development ordinance shall follow the procedures set forth for amendments to the Chicago Zoning Ordinance; provided, however, that all such applications shall be submitted by the Commissioner of Planning [, City] and [Community] Development to the Chicago Plan Commission for review within five [(5)] days after the receipt thereof.

\* \* \* \* \*

No planned development ordinance shall be considered by the Committee on Zoning in the absence of the report and recommendations of the Plan Commission, which report shall include the report and recommendations of the Commissioner of Planning [, City] and [Community] Development and which report shall become a part of the record.

(b) After the adoption of a planned development ordinance, every application for a permit or license within the planned development boundaries shall be reviewed by the Commissioner of Planning [, City] and [Community] Development for a determination that the proposed use, building or structure complies with all provisions of the planned development ordinance. Zoning and occupancy certificates shall be issued by the Zoning Administrator for uses, buildings or structures within the planned development only upon receipt of written approval by the Commissioner of Planning [, City] and [Community] Development. Any permit, license or certificate issued in conflict with the planned development ordinance shall be null and void.

(c) Minor changes to the proposed development contained in the planned development ordinance may be permitted by the Commissioner of Planning [, City] and [Community] Development provided such minor changes will not result in one or more of the following:

\* \* \* \* \*

### 11.12-1. Application For An Amendment For A Planned Development.

Any application for an amendment for a Planned Development shall be filed by, or on behalf of, the owner or owners of the property affected and

shall be accompanied by a fee of [one hundred dollars,] \$100 per net developable acre in the planned development, or [five hundred dollars] \$500, [which ever] *whichever* is greater, which shall be paid to the Director of Revenue. There shall be no such fee required in the case of an application filed by a duly constituted public body such as, but not limited to *the City of Chicago, the Chicago Housing Authority, the Chicago Park District, the Chicago Public Library*; or by the Commissioner of Planning [, City] and [Community] Development.

11.12-2. Application For An Amendment For An Air Rights Planned Development.

Any application for an Amendment for an Air Rights Planned Development shall be filed by, or on behalf of, the owner or owners of the property affected and shall be accompanied by a fee of [two hundred dollars] \$200 per net developable acre as measured at the established air rights plane, which shall be paid to the Director of Revenue. There shall be no such fee required in the case of an application filed by a duly constituted public body such as, but not limited to, *the City of Chicago, the Chicago Housing Authority, the Chicago Park District, the Chicago Public Library*; or by the Commissioner of Planning [, City] and [Community] Development.

SECTION 9. Sections 1, 2 and 5 of the ordinance passed by the City Council on September 9, 1987, published on pages 3367 through 3370 of the Journal of Proceedings of the City Council, as amended by ordinance passed by the City Council on January 11, 1991, published on pages 28974 through 28976 of the Journal of Proceedings of the City Council, establishing the Chicago Tax Reactivation Program, are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

1. There is hereby established the Chicago Tax Reactivation Program. This program shall be jointly and exclusively administered by the Department of Housing and the Department of [Economic] *Planning and Development*. The Department of Housing shall be responsible for the screening of applicants for the acquisition of property for residential development or mixed-use development which utilizes at least 70 percent of its square footage for residential purposes. The Department of [Economic] *Planning and Development* shall be responsible for the screening of applicants for the acquisition of property for commercial, industrial or mixed-use development which utilizes at least 31 percent of its square footage for commercial purposes. Each department shall establish criteria, guidelines and procedures for the screening of applicants, and shall recommend to the City Council those applicants and parcels eligible for the Chicago Tax Reactivation Program.



2. The City Council may request the Cook County Board of Commissioners to enter a non-cash bid at any tax sale authorized by the Illinois Revenue Act on those parcels recommended by the Department of Housing or the Department of [Economic] *Planning and Development*.

\* \* \* \* \*

5. The Mayor or his proxy is authorized to execute and the City Clerk to attest the quitclaim deed conveying title to the applicant. The Commissioners of Housing and [Economic] *Planning and Development* are authorized to negotiate and execute all other documents and agreements as are required or necessary to implement the intent and purpose of the Chicago Tax Reactivation Program.

SECTION 10. Chapters 2-104 and 2-128 of the Municipal Code of Chicago are hereby repealed in their entirety.

SECTION 11. This ordinance takes effect January 1, 1992.

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AMENDMENT OF TITLE 2, CHAPTER 24, SECTION 040 OF  
MUNICIPAL CODE OF CHICAGO TO REDEFINE POWERS  
AND DUTIES OF DEPARTMENT OF CONSUMER SERVICES  
IN CONJUNCTION WITH ESTABLISHMENT OF  
DEPARTMENT OF THE ENVIRONMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending Chapter 2-24-040 of the Municipal Code of Chicago, necessary to redefine the powers and duties of the Department of Consumer Services in conjunction with the establishment of the Department of the Environment, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
Chairman.

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, 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. Section 2-24-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

The duties and powers of the commissioner of consumer services shall be as follows:

1. To investigate complaints to ascertain whether any person has engaged in, is engaging in, or is about to engage in, any illegal, fraudulent or other deceptive practices in connection with the sale for cash or on credit or advertisement of any merchandise to any consumer, any practices which violate any law governing or regulating such sales and advertisements, and to report forthwith to the corporation counsel, the state's attorney, the attorney general, and such other governmental agency as may have jurisdiction or an interest in the subject matter, the

names and places of business of all persons suspected of having engaged in fraud, false pretense, misrepresentation and other deceptive practices as described herein;

2. To be in control of the administration and enforcement of all ordinances relating to public passenger vehicles and ambulances, and make such investigations as the commissioner deems necessary for the proper performance of his functions;

3. To adopt such orders, rules and regulations as he may deem expedient for the proper administration and enforcement of the provisions of this code and ordinances governing public chauffeurs and public passenger vehicles and their operation. The commissioner shall give public notice of any proposed rule or regulation, prior to its effective date, in one or more newspapers of general circulation, and in no case shall the publication be before 10 days prior to the effective date of the proposed rule or regulation, or an amendment to any rule or regulation. Such public notice shall include information concerning where the rule or regulation can be reviewed and where comments may be directed. Notice of every such order, rule and regulation shall be given to all persons affected, and copies of all such rules and regulations shall be published and kept on file in the department;

4. To keep a register containing the names and Chicago addresses of all cabmen, coachmen and their affiliates, a description of their public passenger vehicle with their license numbers and a complete record of all inspections of such vehicles and their equipment. He shall also keep a register containing the names and Chicago addresses of all public chauffeurs, together with their license numbers;

5. To keep a complete record of all suspensions and revocations of public passenger vehicle licenses and public chauffeur licenses which shall be kept on file with the original applications for such licenses;

6. To do research, conduct educational programs, and disseminate information to the public regarding consumer affairs [and energy conservation];

7. To supervise the investigation, execution and enforcement of all laws, ordinances, rules, and regulations contained in the Toy Safety Ordinance, Chapter 7-36 and in the Condominium Ordinance, Chapter 13-72 of this code;

[8. To monitor air quality, to publish periodic reports on air quality, and the commissioner may issue warnings during times of heavy air pollution;]

8. [9.] To advise, consult and cooperate with other agencies of the county, state, and federal governments in furtherance of the duties prescribed herein;

9. [10.] To prepare and maintain all records as required by ordinance or as may be necessary for the efficient and orderly conduct of the business of this department;

10. [11.] To investigate and make recommendations, from time to time, to the mayor with respect to additions or revisions of the municipal code as may be necessary for the enforcement and regulation of the duties and powers described herein;

11. [12.] To enforce the provisions of Chapters 4-8, 4-172, 4-192, 4-204, 4-284, 4-356 and [,] 4-368 [and 11-4] of this code, including all rules and regulations promulgated thereunder;

12. [13.] To inspect and examine, or cause to be inspected and examined, all standard test meter and meters for electricity, as provided in Chapters 4-84 and 14-4 of this code, and gas meters, as provided in Chapter 11-20 of this code;

13. [14.] To inspect and examine or cause to be inspected or examined all truck scales of a capacity of three tons or upwards;

14. [15.] To inspect and examine or cause to be inspected or examined once each year all other weights, measures, scales and weighing and measuring devices, automatic or mechanical pumps or liquid measuring devices at the stores and places where they may be used;

15. [16.] To stamp with a suitable seal all weights, measures, scales and weighing and measuring devices which the commissioner may find accurate and deliver to the owners thereof certificates of their accuracy. The commissioner shall also provide a table of tolerances and specifications in conformity with those approved by the National Bureau of Standards. Once the commissioner has caused a stamp or seal to be affixed to any weights, measures, scales, weighing or measuring device as provided herein, it shall be unlawful for any person to remove, destroy or erase the said stamp or seal;

16. [17.] To investigate and determine, or cause to be investigated and determined, whether all persons required by this code to pay a tax or secure license, permits and franchises have complied with such provisions, and in cases of evasion of payment, or failure to obtain the necessary license, permit or franchise, the commissioner shall issue the appropriate notice of violation and shall request the corporation counsel to institute an appropriate legal proceeding to enforce such provisions and collections; and

17. [18.] To establish a compliance procedure to determine whether violations have been corrected. If such violation or violations have not been corrected within 30 days from date of first inspection showing such violation or violations to have existed, a request for prosecution shall be forwarded to the corporation counsel; provided, however, that if within 30 days the person subject to prosecution shall have presented an executed contract for the completion of the work necessary to correct such violation or violations and shall have obtained all permits required by this code, prosecution may be withheld for a period not to exceed 45 days.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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AMENDMENT OF MUNICIPAL CODE OF CHICAGO TO  
ESTABLISH DEPARTMENT OF THE ENVIRONMENT  
AND TO TRANSFER SPECIFIC POWERS  
AND DUTIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration proposed ordinances (under separate committee reports) amending the Municipal Code of Chicago necessary to establish the Department of the Environment and to transfer specific powers and duties, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

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

*Title 2, Chapter 30.*

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

SECTION 1. The Municipal Code of Chicago is hereby amended by inserting a new Chapter 2-30 entitled "Department of the Environment", as follows:

*2-30-010. Establishment -- Composition.*

*An executive department of the government of the city, to be known as the department of the environment, is hereby established. The department shall include a commissioner and such other personnel as may be provided for in the annual appropriation ordinance. All officers and employees of the department shall be under the direction and supervision of the commissioner of the environment and shall perform the duties required of them by the commissioner or by the provisions of this code.*

*2-30-020. Commissioner -- Appointment And Authority.*

*The office of commissioner of the environment is hereby established. The commissioner shall be appointed by the mayor, subject to the approval of the city council, and shall have management and control of all matters and activities pertaining to the department of the environment.*

*2-30-030. Commissioner -- Powers And Duties Designated.*

*The commissioner of the environment shall have the following powers and duties:*

*(1) To supervise the execution of and implement all laws, ordinances, rules and regulations pertaining to environmental protection and control as provided in chapter 11-4 of the Municipal Code of Chicago;*

*(2) To develop a coordinated and comprehensive environmental policy for the city of Chicago and to encourage the continued beautification of the city's streets, parkways and shoreline;*

*(3) To develop a coordinated and comprehensive energy policy for the city of Chicago, including oversight of public utilities and the implementation of public utility franchise agreements;*

*(4) To institute necessary proceedings to prosecute violations of chapter 11-4 and to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air or water pollution, noise or earthshaking vibrations and nuisances arising therefrom;*

*(5) To examine and approve the plans of fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention, air pollution, water pollution and noise control devices installed, constructed, reconstructed, repaired or added to in any building, location or on any premises within the city of Chicago as herein provided to assure that they are in accordance with the requirements of chapter 11-4;*

*(6) To make inspections of newly installed, constructed, reconstructed, repaired or altered fuel-burning, combustion or process equipment or devices, furnaces, and smoke prevention, air pollution, water pollution and noise control devices and to make annual or periodic inspections to determine whether compliance is being had with the provisions of chapter 11-4;*

*(7) To investigate complaints of violations of chapter 11-4 and to make inspections and observations of environmental conditions;*

*(8) To encourage and conduct studies, investigations and research relating to the physical, chemical, engineering and meteorological aspects of environmental control, as the commissioner may deem advisable and necessary;*

*(9) To develop plans and proposals for joint cooperative investigation and research with the public and with private agencies and organizations*

*on methods for eliminating or reducing land, air and water pollution and noise and vibrations;*

*(10) To advise, consult and cooperate with other agencies of the state and federal governments in the furtherance of the purposes of chapter 11-4;*

*(11) To collect, publish and disseminate appropriate educational literature and other information to the public for the purpose of advising of the necessity, purpose and methods for land, air and water pollution prevention and securing cooperation in the reduction of emission of smoke, air pollution, water pollution and noise and vibrations;*

*(12) To issue rules and regulations necessary or proper to accomplish the purposes of chapter 11-4, to publish a code of recommended practices under which this chapter is to be administered providing with clarity and in detail the necessary information by which the public is to be guided and to establish standards of quality. The commissioner shall not enact any rule, regulation or standard until a public hearing is held on such rule, regulation or standard or until an opportunity for the public to submit their comments in written form is provided. The commissioner shall give not less than 10 days notice of the time and place of any hearing by publication in a newspaper of general circulation published within the city. In the event that written comments are solicited, public notice shall be given by mailing a notice of the solicitation of written comments to all persons who have filed a request with the department of the environment for notice of the commissioner's intention to issue such rules, regulations or standards. The commissioner shall accept written comments for a period of not less than 30 days from the date of the notice. Notices of all public hearings shall also be sent to persons who file such a request for notice with the department. Notices of public hearings and solicitations of written comments shall also be posted on a bulletin board erected in the offices of the department of the environment in an area which is accessible to the public. However, the commissioner shall have the power to make reasonable administrative and procedural regulations or rules interpreting or clarifying the requirements which are specifically prescribed in this chapter and chapter 11-4, without notice, hearing or solicitation of written comments;*

*(13) To determine a specified volume ratio or other suitable index of various pieces, types or classes of equipment in each industry and to establish standards of limitation on the emission or escape into the atmosphere, water or earth of any acids, fumes, oxides, gases, vapors, odors, dusts, radioactive substances, sound or vibration, waste or other solid or liquid which in specified levels in the atmosphere, earth or water may become noxious, obnoxious or toxic;*

*(14) To publish adopted rules and regulations or standards and the code of recommended practices in a convenient form;*



(15) *To prepare and maintain a record of all orders issued by the department;*

(16) *To issue all permits, certificates, notices or other documents required under the provisions of chapter 11-4;*

(17) *To investigate and make recommendations from time to time to the city council with respect to needed additions or revisions of this chapter or any other ordinance pertaining to environmental protection and control;*

(18) *To prepare recommendations to be approved by the city council for the designation of noise sensitive zones which contain noise sensitive activities. Existing quiet zones shall be considered noise sensitive zones until otherwise designated. Noise sensitive activities include, but are not limited to, operations of schools, libraries open to the public, churches, hospitals and nursing homes;*

(19) *To initiate proceedings to bring about the summary abatement of pollution sources which pose an imminent and serious threat to public health and welfare of the people or which constitute a public nuisance;*

(20) *To conduct advisory evaluations of environmentally significant projects and activities within or affecting the City, which are undertaken by municipal departments or agencies, including a review for compliance with environmental requirements and an assessment of the environmental policy implications of such activities, and to provide such evaluations to the mayor;*

*"Environmental requirements" shall mean all local, state and federal environmental laws and regulations.*

*"Environmentally significant projects and activities" means any project, activity or purchase which is undertaken by municipal departments or agencies which:*

*a) requires the city to submit an Environmental Impact Statement, Environmental Assessment or statement of Finding of No Significant Impact to a state or federal agency, or for which an environment permit or license is required under applicable environmental requirements;*

*b) involves construction or major rehabilitation (other than routine maintenance and repair) of buildings owned or leased, in whole or in part, by the city or contracts for the procurement of energy-consuming equipment;*

c) involves vehicle acquisitions or leases and the purchase of vehicle fuels;

d) involves the collection, sorting, recycling, disposal, or volume reduction of waste which it is the responsibility of the city to collect or the collection of which is regulated by the city; or

e) involves alterations to; construction, demolition, excavation, placement of fill on or in or discharges into Lake Michigan and all other bodies of water within the city; shorelines and river banks; the Lake Michigan lakefront; parks or other public open space; wetlands; floodplains; and floodways.

(21) To enter into grant agreements, cooperation agreements and other agreements or contracts with governmental entities, private business and civic and community groups necessary to implement the Green Streets program and other urban forestry, beautification and environmental enhancement programs;

(22) To do any and all other acts which may be necessary for the implementation of other powers conferred on the commissioner under this code.

#### **2-30-040. Responsibilities Of Municipal Departments And Agencies.**

All municipal departments and agencies shall, at the earliest possible date, provide to the commissioner of the environment notification of involvement in environmentally significant activities as defined in section 2-30-030, and shall cooperate with the commissioner to effectuate the purposes of this chapter.

#### **2-30-050. Transfer Of Rights, Powers And Duties.**

The commissioner and the department of the environment shall assume all rights, powers, duties, obligations and responsibilities of the commissioner of consumer services relating to the duties of the commissioner of consumer services under chapter 11-4. All rules and regulations issued by the commissioner of consumer services pursuant to authority granted by chapter 11-4 and in effect as of the effective date of this ordinance shall remain in effect until amended or repealed by the commissioner of the environment. All personnel, books, records, property and funds relating to such responsibilities are transferred to the department of the environment. The commissioner of the environment shall succeed the commissioner of consumer services in the administration of any federal or state grant or loan program. The commissioner of the

*environment shall succeed to the rights and duties of the commissioner of consumer services under existing contracts, grant agreements, leases, indentures or other agreements or ordinances.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 4, Chapter 160.*

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

SECTION 1. The following sections of Chapter 4-160 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-160-160. Hours Of Business -- Dealer Or Agent On Premises.

No junk dealer or junk peddler shall receive, in the conduct of his business, any goods, articles or things whatsoever from any person except between the hours of 7:00 A.M. and 9:00 P.M. on Mondays through Fridays, and between the hours of 8:00 A.M. and 6:00 P.M. on Saturdays, Sundays, and holidays, nor shall he sell, purchase or collect any junk in any public alley between the hours of 5:00 P.M. and 7:00 A.M. except as permitted in Section 8-4-240 of this code. During all hours of operation the dealer or his designated agent shall be present at the junkyard or store. Every junk dealer shall file the names and addresses of all such agents with the commissioner [of consumer services] *of the environment.*

4-160-200. Enforcement.

The commissioner of [consumer services] *the environment* shall promulgate rules and regulations not inconsistent with the provisions of this chapter for the purpose of implementing the provisions hereof, including regulations for the security of junkyard sites, safe and sanitary storage of materials, and records of operation of junkyards. The commissioner shall also be responsible for the enforcement of this chapter and the regulations promulgated hereunder.

4-160-210. Inspection By Commissioner Of [Consumer Services] *The Environment*.

The commissioner of [consumer services] *the environment* may from time to time inspect or cause the inspection of premises where junk is stored, purchased, sold or bartered in order to determine compliance with this chapter, the rules and regulations promulgated hereunder, and other applicable laws and ordinances. The commissioner may order any such premises to be immediately closed and secured against entry upon discovery of an immediate danger to the public health and safety caused by the presence, treatment or storage of any substance, or other activity on the premises, in violation of this chapter or the rules and regulations.

4-166-220. Violation -- Penalty.

Any person who violates any of the provisions of this chapter, or any rule or regulation promulgated hereunder, or interferes with the performance of the commissioner of [consumer services] *the environment* in enforcement of this chapter or the rules and regulations, shall upon conviction be guilty of a misdemeanor and shall be fined \$500.00 for each offense. Subsequent offenses within a period of 180 days shall be punishable by incarceration for not less than seven days and not more than 180 days. All prosecutions shall be conducted under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended. Every day on which such violation continues shall be regarded as constituting a separate offense.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 4, Chapter 248, Section 010.*

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

SECTION 1. The following section of Chapter 4-248 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-248-010. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them by this section:

"Buy-back center" means any recycling facility which purchases recyclable materials.

"Commissioner" means the commissioner of the department of [consumer services] *the environment* of the city of Chicago.

"Composting" means a controlled process which transforms landscape waste into products useful as soil amendments.

"Composting center" means a facility which contains in whole or in part a composting operation.

"Department" means the department of [consumer services] *the environment* of the city of Chicago.

"Drop-off center" means any recycling facility that accepts without charge or payment recyclable materials.

"Minimal processing" means manual, mechanical or automated separation of recyclable material from other materials; separation of recyclable materials from each other; cleaning, bundling, compacting or packing of recyclable material. Minimal processing shall not include melting, rendering, smelting, vulcanizing or purification by application of heat or chemical process.

"Owner or operator" means any person who has legal title to any premises, who has charge, care or control of any premises, who is in possession of the premises or any part thereof, or who is entitled to control or direct the management of the premises.

"Recyclable material" means any aluminum or nonferrous scrap metal, bimetals or tin cans, glass and paper products, rubber, textiles, landscape waste or plastic products such as polyethylene terephthalate, high density polyethylene, low density polyethylene, polystyrene or polypropylene.

"Recycling" means the collection, temporary storage and minimal processing of recyclable materials for the purpose of marketing that material for use as raw material in the manufacturing process or reuse as consumer products.

"Recycling facility" means any building, portion of a building or area in which recycling is performed.

"Source separation" means the manual separation by the generator of recyclable materials according to type of material.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 7, Chapter 28.*

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

SECTION 1. The following sections of Chapter 7-28 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

7-28-020. Summary Abatement.

Whenever any nuisance shall be found on any site, premises, or location within the city, the commissioner of buildings or *commissioner of the environment* is hereby authorized [to], *in [his] their* discretion, to cause the same to be summarily abated in such manner as they may direct.

7-28-450. Owner Responsible For Removal -- Nuisance -- Violation -- Penalty -- Notice -- Costs.

a. The owner, occupant, agent or person in possession or control of any lot or unimproved parcel of real estate ("owner") shall remove or cause to be removed therefrom any abandoned or derelict motor vehicle, garbage, debris, refuse, litter and miscellaneous waste. Unremoved material of such nature is hereby declared to be a public nuisance. Any owner or other person found in violation of this section shall be fined not less than \$200.00 and not more than \$1,000.00 for each offense, and each day on which such an offense shall continue shall constitute a separate and distinct offense; however, this section shall not apply to any governmental entity nor to any owner upon whose lot or parcel such material is permitted to accumulate pursuant to a properly issued license or permit in accordance with zoning provisions of this code governing special uses in general and heavy manufacturing districts.

b. The owner, occupant, agent or person in possession or control of any residence or business ("owner") shall remove or cause to be removed any garbage, debris, refuse, litter and miscellaneous waste located upon his

property or place of business. Unremoved material of such nature is hereby declared to be a public nuisance. Any owner or other person found in violation of this section shall be fined not less than \$200.00 and not more than \$1,000.00 for each offense. Each day on which such an offense shall continue shall constitute a separate and distinct offense.

c. Where the owner of any lot, parcel of real estate, residence, or place of business upon which a nuisance exists is or can be found, the commissioner of streets and sanitation or [his] *a designee or the commissioner of the environment or a designee* shall serve notice in writing by certified mail, return receipt requested, upon the owner requiring him to abate the nuisance within three days from the date of receipt of notice in the manner [the] *either* commissioner may prescribe. If the owner fails within three days to abate the nuisance or if the owner is unknown or cannot with due diligence be found, [the] *either* commissioner may proceed to abate the nuisance or seek to enjoin the nuisance. If a motor vehicle is the nuisance or a part of it, [the] *either* commissioner shall serve notice in the same manner upon the last registered owner of the vehicle. If the owner of the vehicle does not remove the vehicle within three days after receipt of the notice, [the] *either* commissioner may proceed to remove and impound the vehicle. In addition to any penalty or fine, an amount equal to three times the cost or expense incurred by the city in abating a nuisance may be recovered in an appropriate action instituted by the corporation counsel. Nothing in this section shall be construed to prevent the city of Chicago from acting without notice to abate a nuisance in an emergency where the nuisance poses an immediate threat to public health or safety, nor shall this section be construed to deny any common law right to anyone to abate a nuisance.

#### 7-28-518. Penalties.

A. Any person who violates any provision of this ordinance or its rules and regulations, shall, upon conviction, be fined not less than \$500.00 nor more than \$1,000.00 for the first offense, not less than \$1,000.00 nor more than \$2,000.00 for the second offense, and not less than \$2,000.00 nor more than \$5,000.00 for a third or any subsequent offense.

B. In the event infectious waste is found which has been disposed of in violation of this ordinance, the departments of health and [consumer services] *the environment* shall take or direct all action necessary to insure proper disposal of such waste. Any person responsible for such improper disposal shall, in addition to the penalties specified above, be required to pay any and all costs incurred by the city to dispose of such waste.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

*Title 11, Chapter 4.*

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

SECTION 1. Section 11-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

11-4-010. Title.

This chapter shall be known, cited and referred to as "The Chicago Environmental *Protection and Control Ordinance*".

SECTION 2. Section 11-4-020 is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

11-4-020. Enforcement Of Provisions.

The provisions of this chapter, known as the Chicago Environmental *Protection and Control Ordinance*, shall be enforced by the commissioner of the department of [consumer services] *the environment*, except for Article III which shall be enforced by the buildings commissioner.

SECTION 3. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by deleting Sections 11-4-030, 11-4-040, 11-4-050, 11-4-060, 11-4-070, 11-4-080, 11-4-090, 11-4-100.

SECTION 4. Section 11-4 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

11-4-120. Definitions.

Acoustical Terminology. Definitions of all acoustical terminology shall be that contained in A.N.S.I. SI.1 Acoustical Terminology.

["Advisory Board" means the technical advisory board established pursuant to Section 11-4-540.]

"Air contaminant" means any smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to cause



injury, detriment, nuisance or annoyance to the public, or to endanger the health, safety or welfare of the public or as to cause or have a tendency to cause injury or damage to business or property.

"Air furnace" means a horizontal furnace, externally fired with a natural draft stack, which is used to melt or treat ferrous materials for production of castings.

"Air jets" means any apparatus operated by steam or compressed air or a mechanically driven blower for the purpose of causing high velocity air to be introduced into a furnace and to cause a more complete mixture of oxygen with the gases of combustions above the fuel bed.

"Air quality standard" means ambient air quality goal established for the purpose of protecting the public health and welfare.

"Animal and marine matter" means any product or derivative of animal life.

"A.N.S.I." means American National Standards Institute or its successor bodies.

["Appeal board" means the appeal board established pursuant to Section 11-4-080.]

"Architectural coating" means any coating used for residential, commercial or industrial buildings and their appurtenances that is on-site applied.

"A.R.I." means Air Conditioning and Refrigeration Institute or its successor bodies.

"Asbestos" means a fibrous, rock-forming mineral including, but not limited to, such amphibole varieties as tremolite, actinolite, anthophyllite, grunerite, richterite, edenite, amosite, crocidolite and such serpentine varieties as amianthus and chrysolite as well as synthetic asbestos fibers including, but not limited to fluor-tremolite, fluor-richerite and fluor-edenite.

"Ashes" means and includes cinders, fly ash or any other solid material resulting from combustion, and may include unburned combustibles.

"A.S.H.R.A.E." means American Society of Heating, Refrigeration and Air Conditioning Engineers or its successor bodies.

"A.S.M.E." means the American Society of Mechanical Engineers.

"A.S.T.M." means the American Society for Testing Materials or its successor bodies.

"Atmosphere [.]" See definition of "open air".

"Atmospheric pollution" means the discharging from stacks, chimneys, exhausts, vents, ducts, openings, buildings, structures, premises, open fires, portable boilers, vehicles, processes or any other source of any smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, oxides, gases, vapors, odors, toxic or radioactive substances, waste, particulate, solid, liquid or gaseous matter or any other materials in such place, manner or concentration as to cause injury, detriment, nuisance or annoyance to the public or to endanger the health, comfort, repose, safety or welfare of the public or in such a manner as to cause or have a natural tendency to cause injury or damage to business or property.

"Atmospheric pollution source" means any and all sources of emission of atmospheric pollution, whether privately or publicly owned or operated. Without limiting the generality of the foregoing, this term includes all types of business, commercial and industrial plants, works, shops and stores, and heating power plants and stations, buildings and other structures of all types, including single and multiple family residences, apartment houses, office buildings, hotels, restaurants, schools, hospitals, churches and other institutional buildings, automobiles, trucks, tractors, buses and other motor vehicles, garages, vending and service locations or stations, railroad locomotives, ships, boats and other waterborne craft, portable fuel-burning equipment, incinerators of all types, both indoor and outdoor, refuse dumps and piles and all stack and other chimney outlets from any of the foregoing.

"Authorized representative" means any individual, firm or corporation designated by a "person", as defined in this section, who shall be given authority to act for such "person" in all matters pertaining to the department of [consumer services] *the environment*. Such authorization must be transmitted to such department in writing.

"Automobile and/or truck sales lot" means any land area used or intended to be used for the display or sale of passenger automobiles or commercial vehicles.

"Auxiliary fuel firing equipment" means equipment to supply additional heat, by the combustion of an auxiliary fuel, for the purposes of attaining temperatures sufficiently high (a) to dry and ignite the waste material, (b) to maintain ignition thereof, and (c) to promote complete combustion of combustible solids, vapors and gases.

"Baffling" means any row, rows, plane, planes or refractory or other material that causes the gases in a steam boiler or other vessel, duct or device to assume a definite or predetermined path of travel before reaching the chimney or smokestack.

"Bessemer converters and pneumatic steel making processes" means processes by which steel is made directly from molten iron or scrap metal by forcing gases through or over the molten metal to oxidize and carry off the carbon and other impurities in the metal.

Beverage Equipment. See definition of "dairy equipment".

*"Biweekly" means occurring every two weeks.*

"Blast furnace and auxiliary equipment" means the furnace and equipment used in connection with the smelting process of reducing metallic ores to molten metal in order to remove, primarily, the oxygen from the ore and producing gas as a by-product. The furnace and equipment consists of, but is not limited to, the furnace proper, charging equipment, stoves, bleeders, gas dust catcher, gas cleaning devices and other auxiliaries pertinent to the process.

["Board" means technical advisory board or appeal board of consumer services, depending on the context, as hereinafter provided.]

"Boiler burning fuel in suspension" means any fuel-burning device in which fuel is conditioned or pulverized previous to admitting the fuel into the furnace for combustion. The combustion process is completed with the fuel in suspension.

"Breeching" means any conduit for the transport of products of combustion or processes to the atmosphere or to any intermediate device before being discharged into the atmosphere. It does not include the chimney or stack.

"Bridgewall" means any wall at the rear of the gate or stoker that acts as a deflector or radiant heat reflector for the furnace gases and as a stop to the fuel bed or a rear wall of the ash pit.

"British thermal unit" means the quantity of heat required to raise one pound of water from 59 degrees Fahrenheit to 60 degrees Fahrenheit (abbreviated B.T.U. or BTU).

Building Fires. "A new fire being built" means the period during which a fresh fire is being started and does not mean the process of replenishing an existing fuel bed with additional fuel.

"Byproduct coke plant" means a plant used in connection with the distillation process to produce coke in which the volatile matter in coal is expelled, collected and recovered. Such plant consists of, but is not limited to, coal and coke handling equipment, by-product chemical plant and other equipment associated with and attendant to the cooking chambers or ovens making up a single battery operated and controlled as a unit.

*"Category of recyclable materials" means any of the following: newsprint; aluminum; steel and bimetallic cans; glass; plastics; office paper; low grade paper; cardboard and any other material designated by the commissioner by rule or regulation.*

"Cell" means that portion of compacted solid wastes in a landfill that is enclosed by natural soil or cover material during a designated period. The volume of compacted solid waste enclosed by natural soil and/or cover material in a sanitary landfill.

"Chimney or stack" means any conduit, duct, vent, flue or opening of any kind whatsoever arranged to conduct any products of combustion to the atmosphere. It does not include breeching as defined herein.

"Cinders" means particles not ordinarily considered as fly ash or dust because of their greater size, consisting essentially of fused ash and unburned matter.

"Cleaning fires" means the act of removing ashes from the fuel bed or furnace.

"Closure plan" means a plan describing the proposed *engineering and other technical measures to be undertaken to terminate operation of a site or facility, to render the site or facility stable and safe for the public health and welfare and the proposed utilization of the site after terminating use of the facility on the site, such as a waste handling facility, sanitary landfill, resource recovery facility, recycling facility, composting facility or transfer station.*

"COH/1,000 linear feet (coefficient of haze per 1,000 linear feet)" means a measure of the optical density of a filtered deposit of particulate matter as given in A.S.T.M. Standard D 1704-61:

coh/1,000 linear feet =  
(area tape ft.<sup>2</sup>) (100,000)

log 100

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(Vol. of air sample, ft.<sup>3</sup>)

% transmission

"Combined sewer" means a sewer receiving both surface runoff and sewage.

"Combustible refuse" means any combustible waste material containing carbon in a free or combined state other than liquids or gases.

"Combustion Equipment or Device[.]" See "Fuel-burning, combustion or process equipment or device".

"Commissioner" means commissioner of [consumer services] *the environment* of the city of Chicago.

["Committee" means the consumer services advisory committee established pursuant to Section 11-4-050.\*]

"Condensed fumes" means fumes which have cooled and returned to a liquid or solid.

"Conservation vent valve" means a weight-loaded valve designed and used to reduce evaporation losses of volatile organic substances by limiting the amount of air admitted to or vapors released from the vapor space of a closed storage vessel.

"Control apparatus" means any device which prevents, eliminates or controls the emission of any air contaminant.

"Construction" means the installation or erection of any fuel-burning combustion or process equipment or device.

"Cover material" means soil or other suitable material that is used to cover compacted solid waste in a sanitary landfill.

"Criteria" means information used as guidelines for decisions when establishing air quality goals, air quality standards and the various air quality alert levels. In no case are criteria to be confused with air quality standards or goals.

"Cupola" means a vertical furnace in which alternate layers of basic material and coke are charged to produce molten ferrous and nonferrous metal for the production of castings. Auxiliary equipment consists of, but is not limited to blowers, charging mechanism, collection equipment, heat exchanges and slagging equipment.

"Dairy equipment, beverage equipment and food processing equipment" means that equipment used in the production of milk and dairy products, foods and beverages, including the processing, preparation or packaging thereof for consumption.

"Damper, automatic or manual[s]" means any device for regulating the volumetric flow of gas or air.

"Decibel" means a unit for measuring the volume of a sound, equal to the logarithm of the intensity of the sound to the intensity of an arbitrarily chosen standard sound; abbreviated dB.

"Department" means the department of [consumer services] *the environment* of the city of Chicago.\*

"Detergent[:]" See definition "Synthetic Detergent".

"Dispose" means to discharge, deposit, inject, dump, spill, leak or place any waste into or on any land or water or into any well so that such waste or *hazardous waste* or any constituent thereof may enter the environment or be emitted into the air or be discharged into any waters, including groundwaters.

"Domestic heating plant" means a plant generating heat for a single-family residence, or for two residences either in duplex or double-house form or for multiple-dwelling units in which such plant serves fewer than four apartments. Under this designation are also hot water heaters, stoves and space heaters used in connection with the foregoing establishments, or to heat shacks and other temporary buildings, such as used by the railroad and construction industries; provided, however, that like equipment used in multiple-dwelling units other than herein described, or used in permanent buildings of commercial or industrial establishments are not to be construed to be included under this designation.

"Domestic refuse-burning equipment" means any refuse-burning equipment or incinerator used for a single-family residence, or for two residences either in duplex or double house form or for multiple-dwelling units in which such equipment or incinerator serves fewer than four apartments.

"Down-draft furnace" means a furnace with two separate grates, one above the other; the top grate consists of water tubes, the bottom grate consists of common grate bars and is fed by half consumed fuel falling from the upper grate. The air for combustion enters the upper fire door and passes through the bed of green fuel on the upper grate and then over the incandescent fuel on the lower grate.

"Dryer" means a device for drying by heat, forced ventilation or both, an apparatus such as a furnace, oven or revolving kiln for expelling moisture or volatiles by evaporation or volatization.

"Dust" means particulate matter released into the air by natural forces, or any fuel-burning, combustion or process equipment or device, or by construction work, or by mechanical or industrial processes, such as crushing, grinding, filling, drilling, demolishing, shoveling, bagging, sweeping, covering, conveying, transferring, transporting and the like.

"Dust-separating equipment" means any device for separating dust from the air or gas medium in which it is carried.

"Electric furnace" means a furnace in which the melting and refining of metals is accomplished by means of electrical energy.

**"Engineer"** means the person who designed or is responsible for the design of the equipment and who conceived, developed, executed or who is responsible for the design or preparation of the plan documents. He shall be a registered professional engineer as defined in the Illinois Professional Engineering Act approved July 20, 1945, as amended.

**"Equipment [.]"** See definition of "Process or process equipment".

**"Excess air"** means that air supplied in addition to the theoretical quantity necessary for complete combustion of all fuel and/or combustible waste material present.

**"Extension furnace (dutch oven)"** means any masonry structure or combination of masonry and metal built on the front of a boiler or other combustion device for the purpose of obtaining additional furnace volume.

**"Final cover"** means cover material that represents the permanently exposed final surface of a sanitary landfill.

**"Fire tubes"** means those tubes surrounded by a cooling medium through which the hot gases of combustion pass.

**"Fluctuating noise"** means a noise whose sound pressure level varies significantly but does not equal the ambient environmental level more than once during the period of observation.

**"Fly ash"** means particulate matter capable of being gasborne or airborne and consisting essentially of fused ash and burned or unburned material.

**"Food Processing Equipment [.]"** See definition of "dairy equipment".

**"Food service establishment"** means any fixed or mobile restaurant, coffee shop, cafeteria, short-order cafe, luncheonette, grill, tearoom, sandwich shop, soda fountain, tavern, bar, cocktail lounge, nightclub, roadside stand, industrial feeding establishment, private, public or nonprofit organization or institution routinely serving food, catering kitchen, commissary or similar place in which food is placed for sale or served on the premises or elsewhere and any other eating or drinking establishment or operation where food is served or provided for the public, with or without charge.

**"Foundries, ferrous and nonferrous"** means the processes, devices and equipment used for the purpose of production of castings, other than die-castings, from basic material. Such processes, devices and equipment consist of, but are not limited to, charging equipment, furnaces, collection equipment and cleaning operations. Basic materials used include, but are not limited to, iron, brass, aluminum and magnesium.

**"Fuel"** means any form of combustible matter, solid, liquid, vapor or gas.

**"Fuel-burning, combustion, or process equipment or device"** means any furnace, incinerator, compactor, fuel-burning equipment, refuse-burning equipment, boiler, apparatus, device, mechanism, fly ash collector, electrostatic precipitator, smoke arresting or prevention equipment, stack, chimney, breeching or structure, used for the burning of fuel or other combustible material, or for the emission of products of combustion or used in connection with any process which generates heat and may emit products of combustion; and shall include process furnaces, such as heat-treating furnaces, by-product coke plants, coke-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and reheating furnaces, puddling furnaces, sintering plants, Bessemer converters, electric steel furnaces, ferrous foundries, nonferrous foundries, kilns, stills, dryers, roasters and equipment used in connection therewith and all other methods or forms of manufacturing, chemical, metallurgical or mechanical processing which may emit smoke or particulate, liquid, gaseous or other matter.

**"Fuel dealer"** means any person who sells or delivers solid fuel or fuel oil directly to the ultimate consumer, without regard to price, quantity or frequency of delivery.

**"Fuel oil"** means oil commonly used as a fuel.

**"Fumes"** means gases, vapors or particulate matter that are of such character as to cause atmospheric pollution.

**"Furnace"** means an enclosed space provided for the ignition or combustion of fuel.

**"Furnace volume"** means the volume of the chamber or enclosure in which the combustion process takes place.

**"Garbage"** means waste resulting from the handling, processing, preparation, cooking and consumption of food or wastes from the handling, processing, storage and sale of produce.

**["Goal"** means the level of air quality which is expected to be obtained.]

**"Gross vehicle weight rating (G.V.W.R.)"** means the value specified by the manufacturer as the maximum recommended loaded weight of a single vehicle.

**"Ground or comminuted garbage"** means wastes from the preparation, cooking and dispensing of foods that have been comminuted to such a degree that all particles will be carried freely in suspension under



conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

*"Hazardous substance" means (a) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act (P.L. 92-500), as amended, (b) any element, compound, mixture, solution, or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (P.L. 96-510), as amended, (c) any hazardous waste, (d) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act (P.L. 95-95), as amended, (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator of the U.S. Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (P.L. 94-469), as amended. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas.*

**"Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed, [and] or which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P. L. 94-580, as amended, or pursuant to regulations promulgated by the Illinois Pollution Control Board.**

**"Heating and reheating furnace" means a furnace in which metal is heated to permit shaping or forming or to achieve specific physical properties.**

**"Heating boiler" means a boiler in which the steam or vapor pressure is not more than 15 pounds per square inch above atmospheric pressure or at a temperature not exceeding 250 degrees Fahrenheit. (This includes steam heating, hot water heating and hot water supply boilers which are directly fired with oil, gas, electricity or coal and for operations at or below the pressure and temperature limits set forth in Section 4 of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code.)**

**"Heating surface" means any surface having steam, water or other fluid on one side and hot gases on the other side as found in a boiler or a warm air heating furnace not excepting any surface covered by arches or refractory.**

"Heating value" means the heat released by combustion of one pound of waste or fuel measured in BTU's on an as-received basis. For solid fuels the heating value shall be determined using A.S.T.M. Standard D 2015-66.

"High Pressure Boilers [.]" See "power boilers".

"Impulsive noise" means impulsive noise [is] as characterized by brief excursions of sound pressure (acoustic impulses) which significantly exceed the ambient environmental sound pressure. The duration of a single impulse is usually less than one second.

"Incinerator" means an enclosed device using controlled flame combustion designed for high temperature operation in which combustible wastes are ignited and burned efficiently so that the solid residues contain little or no combustible materials [and for which a current annual certificate of operation has been obtained].

"Indirect heat exchanger" means equipment in which fuel is burned for the primary purpose of producing steam, hot water, hot air or other indirect heating liquids, gases or solids, in which the products of combustion do not come into direct contact with process materials. Fuels may include, but are not limited to coal, coke, lignite, coke breeze, gas, fuel oil and wood but do not include refuse. When any products or byproducts of a manufacturing process are burned for the same purpose or in conjunction with any fuel, the same maximum limitations shall be governed by the most stringent limitation when refuse burning and indirect heat exchanger emissions are both considered.

"Industrial cleaning equipment" means machinery and other tools used in cleaning processes during the course of industrial manufacturing, production and assembly.

"Industrial process waste" means [any waste generated as a direct or indirect result of the manufacture of a product or the performance of a service. Any such waste which would pose a present or potential threat to human health or to the environment or with inherent properties which make the disposal of such waste in a landfill difficult to manage by normal means is an industrial process waste. Industrial process waste includes but is not limited to spent pickling liquors, cutting oils, lubricants or chemical catalysts, distillation bottoms, etching acids, equipment cleaning residue, paint sludge, incinerator ashes, core sands, metallic dust sweepings, asbestos dust, hospital pathological wastes and off-specification, contaminated or recalled wholesale or retail products. Specifically excluded are uncontaminated packaging materials, uncontaminated machinery components, general household waste, landscape waste and construction or demolition debris.] *any liquid, solid, semi-solid, or gaseous waste generated as a direct or indirect result of the manufacture of a product or the performance of a service. Any such waste*

*which would pose a present or potential threat to human health or to the environment or with inherent properties which make the disposal of such waste in a landfill difficult to manage by normal means is an industrial process waste. "Industrial Process Waste" includes but is not limited to spent pickling liquors, cutting oils, chemical catalysis distillation bottoms, etching acids, equipment cleanings, paint sludges, incinerator ashes, core sands, metallic dust sweepings, asbestos dust, hospital pathological wastes and off-specification, contaminated or recalled wholesale or retail products. Specifically excluded are uncontaminated packaging materials, uncontaminated machinery components, general household waste, landscape waste and construction of demolition debris.*

**"Inedible Rendering Process [.]"** The provisions of this chapter shall not apply to any device, machine, equipment or other contrivance used exclusively for the processing of food for human consumption and to food service establishments.

**"Intercepting sewer"** means any sewer built or maintained by the Metropolitan [Sanitary District of Greater Chicago] *Water Reclamation District* for the purpose of receiving sewage or combined sewage and storm flow from one or more local sewers.

**"Intermittent noise"** means an intermittent noise is a noise whose sound pressure level equals the ambient environmental level two or more times during the period of observation. The period of time during which the level of the noise remains at an essentially constant value different from that of the ambient is on the order of one second or more.

**"Internal combustion engine"** means an engine in which combustion of gaseous, liquid or pulverized solid fuel takes place within one or more cylinders.

**"I.E.C."** means International Electrotechnical Commission or its successor bodies.

**"I.S.O."** means International Organization for Standardization or its successor bodies.

**"Kiln"** means a furnace or a heated chamber used for the purpose of hardening, burning or drying in the manufacturing of such products as clay, brick, cement, pottery, ceramics, limestone, etc..

**"Landscape waste"** means grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

"Leachate" means any liquid, including any suspended components in the liquid, that come in contact with or, percolate through, or drained from waste materials.

"Liquid waste handling facility" means a facility which treats , [or] disposes of *or otherwise manages* liquid waste, liquid special waste or liquid hazardous waste.

"Liquid wastes" means refuse which maintains the physical state of continuous volume relatively independent of pressure and which takes the shape of its container at ambient temperature.

*"Low-density dwelling" means a residential building which receives solid waste collection service from the city of Chicago.*

"Low Pressure Boilers [ . ]" See "heating boilers."

"Machine dishwasher" means equipment manufactured for the purpose of cleaning dishes, glassware and other utensils involved in food preparation, consumption or use, using a combination of water agitation and high temperatures.

"Manufacturing process" means any action, operation or treatment embracing chemical, industrial manufacturing or processing factors, methods or forms including, but not limited to, furnaces, kettles, ovens, converters, cupolas, kilns, crucibles, stills, dryers, roasters, crushers, grinders, mixers, reactors, regenerators, separators, filters, reboilers, columns, classifiers, screens, quenchers, cookers, digestors, towers, washers, scrubbers, mills, condensers or absorbers.

"Maximum allowable emission rate" means the maximum amount of an air contaminant which may be emitted into the outdoor air during any prescribed interval of time.

"Mechanical combustion equipment or mechanically fired apparatus" means fuel-burning, combustion or process equipment or devices in which the fresh fuel or combustion material is mechanically introduced from outside the furnace into the zone of combustion, the same being actuated by controls; provided, however, that where the commissioner finds as a fact and so certifies that any surface-burning type (hand-fired) equipment is so designed as automatically to burn the fuel or combustible materials in a manner not to violate the provisions of this chapter, such equipment will be considered as mechanical combustion equipment or mechanically fired apparatus within the meaning of this chapter.

"The Metropolitan [Sanitary District of Greater Chicago] *Water Reclamation District*" means the municipal corporation organized and existing under the laws of the state of Illinois enacted by the Illinois State Legislature July 1, 1889, entitled "An Act to Create Sanitary Districts and

to Remove Obstructions in the Des Plaines and Illinois Rivers" as amended[ , ] [and shall hereafter be referred to as the sanitary district].

"Motorcycle" means every motor vehicle having a seat or saddle for the use of the rider and designated to travel on not more than three wheels in contact with the ground, but excluding a tractor.

"Motor-driven cycle" means every motorcycle, every motor scooter, or every bicycle with motor attached with less than 150 cubic centimeter piston displacement.

"Motor vehicle" means any passenger vehicle, truck, truck-trailer or semi-trailer propelled or drawn by mechanical power.

"Municipal waste" means garbage, general household and commercial waste, landscape waste and construction or demolition debris.

"Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface water.

"New equipment" means equipment, the design of which was less than 50 percent completed on July 1, 1970.

"Noise disturbance" means any sound which (1) is heard at a distance of 600 feet or more from the point of generation; or (2) generates a sound pressure level on the public way exceeding 80 dB (A) when measured at a distance of 10 feet or more from the source.

"Non-steady noise" means a noise whose level shifts significantly during the period of observation.

"Noxious acids" means anhydrous or hydrous acid forms in concentration high enough to be toxic, to cause atmospheric pollution or to constitute a nuisance as defined in this chapter.

"Odor concentration" means the number of cubic feet that one cubic foot of sample will occupy when diluted to the odor threshold. It is a measure of the number of odor units in one cubic foot of the sample. It is expressed in odor units per cubic foot.

"Odor nuisance" means any noxious odor in sufficient quantities and of such characteristics and duration as to be injurious to human, plant or animal life, to health, or to property or to unreasonably interfere with the enjoyment of life or property.

"Odor unit" means one cubic foot of air at the odor threshold.

"Oil-effluent water separator" means any tank, box sump or other container or group of such containers in which any organic material

floating on, entrained or contained in water entering such containers is physically separated and removed from such water prior to the exit from the container of such water.

*"Open burning" means the combustion of any matter in the open or in an open dump.*

*"Open dumping" means the consolidation of refuse from one or more sources at a disposal site that does not fulfill the requirements of a sanitary landfill.*

*"Owner or operator" means any person who has legal title to any premises, who has charge, care or control of any premises, who is in possession of the premises or any part thereof, or who is entitled to control or direct the management of the premises.*

*"Particulate matter" means material, other than water, which is suspended in or discharged into the atmosphere in finely divided form as a liquid or solid.*

*"Period of observation" means the time interval during which acoustical data are obtained. The period of observation is determined by the characteristics of the noise being measured and should also be at least 10 times as long as the response time of the instrumentation. The greater the variance in indicated sound level, the longer must be the observation time for a given expected accuracy of the measurement.*

*"Person" means any individual natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, city, county, municipality, district or other political subdivision, department, bureau, agency or instrumentality of federal, state or local government, contractor, supplier, vendor, installer, operator, user or owner, or any officers, agents, employees, factors, or any kind of representatives of any thereof, in any capacity, acting either for himself, or for any other person, under either personal appointment or pursuant to law, or other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstances.*

*"Phosphorus[.]" See definition "Polyphosphate builder".*

*"Pollution" means the disposition, discharge, [in or upon such waters] emission or release of any material into the environment to the detriment or threat to the public health, safety or welfare. When used in reference to water, pollution means the discharge or deposit into waters of sewage, industrial wastes or other wastes containing soluble or insoluble solids of organic or inorganic nature which may deplete the dissolved oxygen content of such waters, contribute settleable solids that may form sludge*

deposits, contain oil, grease or floating solids which may cause unsightly appearance on the surface of such waters, or contains soluble material detrimental to aquatic life, all beyond the content of such like substances present in an equal volume of the effluent discharge from the sewage treatment works of the [sanitary district] *Metropolitan Water Reclamation District* into similar receiving waters.

"Polyphosphate builder or phosphorus" means a water softening and soil suspending agent made from condensed phosphates, including pyrophosphates, triphosphates, tripolyphosphates, metaphosphates and glassy phosphates, used as a detergent ingredient, but shall not include polyphosphate builders or phosphorus which is essential for medical, scientific or special engineering used under such conditions and regulations as may be prescribed [, after hearing, ] by the commissioner of [consumer services] *the environment*.

"Portable boiler" means a boiler used separately or in connection with a power shovel, a road roller, a hoist, a derrick or a pile driver, steam locomotives, diesel locomotives, steamboats, tugboats, tar kettles, asphalt kettles, all other portable equipment capable of emitting smoke, particulate or other matter.

*"Post-collection separation" means a process that separates or classifies solid waste after the point of collection and recovers recyclable materials that can be returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market-place.*

*"Post-consumer material" means products generated by a business or a consumer which have served their intended end uses and which have been separated or diverted from solid waste for purposes of collection, recycling and disposition.*

"Power boilers" means boilers in which the steam or vapor pressure is more than 15 pounds per square inch above atmospheric pressure. Power boilers also include electric boilers, miniature boilers, high temperature boilers and organic fluid boilers, in which the temperature exceeds 250 degrees Fahrenheit as set forth in Section 1 of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code.

"Premises" means any real estate or real property.

"Pressure tank" means a tank in which fluids are stored at a pressure greater than atmospheric pressure.

"Processes or process equipment" means any action, operation or treatment embracing chemical, industrial or manufacturing factors, such as heat treating furnaces, by-product coke plants, coke-baking ovens, mixing kettles, cupolas, blast furnaces, open hearth furnaces, heating and

reheating furnaces, puddling furnaces, sintering plants, Bessemer converters, electric steel furnaces, ferrous and nonferrous foundries, kilns, industrial waste treatment systems, stills, dryers, roasters and equipment used in connection therewith, and all other methods or forms of manufacturing or processing which may emit smoke, particulate matter, other matter or other waste.

"Process weight rate" means the actual weight or engineering approximation thereof of all materials except liquid and gaseous fuels and combustion air, introduced into any process per hour. For a cyclical or batch operation, the process weight rate shall be determined by dividing such actual weight or engineering approximation thereof by the number of hours of operations excluding any time during which the equipment is idle. For continuous processes, the process weight[, ] rate shall be determined by dividing such actual weight or engineering approximation thereof by the number of hours in one complete operation, excluding any time during which the equipment is idle.

"Public Nuisance." A violation of any emission limitation, [or] performance standard or *permit requirement* set forth in this chapter shall be deemed and is hereby declared to be a public nuisance and as such is subject to be summarily abated as provided for in Section 11-4-030(17). Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

"Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

"Pure tone" means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of this chapter, a pure tone shall exist if the one-third octave band sound pressure level in the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB center frequencies of 500 Hz and above, and by eight dB for center frequencies between 160 and 400 Hz, and by 15 dB for center frequencies less than or equal to 125 Hz.

"Recommended use level" means the amount of synthetic detergent or detergent which the manufacturer thereof recommends for use per wash load, at which said synthetic detergent or detergent will effectively perform its intended function.

"Reconstruction" means any material change or alteration of any existing fuel-burning combustion or process equipment or device from the physical or operating condition for which approval was last obtained; or the addition, removal or replacement of any appurtenances or devices which materially affect the method or efficiency of preventing the discharge of pollutants into the atmosphere.



**"Recyclable material"** means any aluminum or nonferrous scrap, bimetal or tin cans, glass and paper products, rubber, textiles, wood, landscape waste or plastic products such as polyethylene terphlate, high-density polyethylene, low-density polyethylene, polystyrene or polypropylene *and any other material designated by the commissioner by rule or regulation.*

**"Recycle or recycling"** means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes.

**"Recycled content"** means goods, supplies, equipment, materials and printing containing secondary materials.

**["Recycling"** means the collection of recyclable materials, temporary storage and minimal processing of recyclable materials for the purpose of marketing that material for use as raw material in a manufacturing process or reuse as consumer products.]

**"Recycling facility"** means any building, portion of a building or area in which recycling is performed.

**"Refuse"** means garbage and rubbish.

**"Regular recycling service"** means the recycling of at least four categories of recyclable materials by one or more of the following source separation and collection methods:

- (1) *At least biweekly alley or curbside collection of recyclable materials by the City of Chicago, a private for-profit operation or a nonprofit operation;*
- (2) *Drop-off facilities or sites arranged in a network easily accessible and convenient to residents served; and/or*
- (3) *A buyback center within one mile of any low-density building not receiving collection or drop-off service.*

**"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons; (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine; (c) release of source, byproduct,

or special nuclear material from a nuclear incident, as those items are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act; and (d) the normal application of fertilizer.

*"Remedial Action"* means those actions consistent with permanent remedy taken instead of or in addition to removal actions in the event of a release or threatened release of a hazardous substance into the environment, to prevent or minimize the release of hazardous substances so that they do not migrate to cause substantial danger to present or future public health or welfare or welfare of the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, cleanup of released hazardous substances or contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations repair or replacement of leaking containers, collection of leachate, and runoff, onsite treatment or incineration, provision of alternative water supplies, and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the costs of permanent relocation of residents and businesses and community facilities where it is determined that, alone or in combination with other measures, such relocation is more cost-effective than and environmentally preferable to the transportation, storage, treatment, destruction, or secure disposition offsite of hazardous substances, or may otherwise be necessary to protect the public health or welfare. The term includes offsite transport of hazardous substances, or the storage, treatment, destruction, or secure disposition offsite of such hazardous substances, or contaminated materials.

*"Removal or removal action"* means the cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the threat of release of hazardous substances into the environment, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals, and any emergency assistance which may be provided under the Illinois Emergency Services and Disaster Agency Act of 1975, as amended, or any other law.

*"Rendering"* means any heating process, including cooking, drying, dehydrating, digesting, evaporating, leaving protein concentrations of animal or marine matter.

"Resource recovery facility" means a facility using nonhazardous solid waste as fuel in a process specifically designed for the purpose of waste disposal, waste processing or volume reduction and which produces thermal energy or electricity as a by-product.

"Ringelmann Chart" means the chart published and described in the U. S. Bureau of Mines Information Circular 8333.

"Roaster" means a device used to effect the expelling of volatile matter or to effect oxidation as required in the manufacturing of such products as prepared meats, grain, coffee beans, nuts, etc..

"R.P.M." means the engine crankshaft revolutions per minute.

"S.A.E." means Society of Automotive Engineers or its successor bodies.

"Sandblasting" means the abrasive cleaning of any architectural surface with the use of sand, shot, *chemical processes* or other grit removing substances.

"Sanitary landfill" means a facility originally permitted under this chapter and operating prior to January 1, 1985, and permitted by the Illinois Environmental Protection Agency for the disposal of waste on land without creating nuisances or hazards to public health.

*"Secondary material" means any material recovered from or otherwise destined for the waste stream, including, but not limited to, post-consumer material, industrial scrap material and overstock or obsolete inventories from distributors, wholesalers and other companies, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.*

"Sewage" means a combination of water-carried wastes from residences, business buildings, institutional and industrial establishments, together with such ground surface and stormwaters as may be present.

"Sewage system" means any network of sewers and appurtenances for collection, transportation and pumping of sewage and industrial wastes.

"Sewage treatment works" means the arrangement of devices and structures for treating sewage and industrial wastes.

"Sewage works" means all facilities used for collecting, pumping, treating and disposing of sewage and industrial wastes.

"Sewer" means any pipe or conduit for carrying sewage or other waste liquids.

"Sintering plant" means the plant used in connection with the process of fusing fine particles of metallic ores causing agglomeration of such particles. Such plants consist of, but are not limited to, sintering machines, handling facilities, wind boxes, stacks and other auxiliaries pertinent to the process.

"Smoke" means small gas-borne particles other than water that form a visible plume in the air from a source of atmospheric pollution.

"Smoke monitor" means a device using a light source and detector which can automatically measure and record the light-obscuring power of smoke at a specific location in the flue or stack of a source. Measuring and recording to be at intervals of not less than 15 seconds.

"Solid fuel" means any material in its solid state capable of being consumed by combustion process.

"Soot" means agglomerated particles consisting essentially of carbonaceous material.

"Sound amplification device" means any electrically operated or battery-operated device, the principal purpose of which is to amplify or produce sound.

For air-borne sound, "sound level (noise level)" means a weighted sound pressure level, obtained by the use of metering characteristics and the A-weighting as specified in the reference standards A.N.S.I. S1.4, Section 3.1.3. When the A-weighting is employed, it must be indicated.

"Sound Pressure Level[.]" The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base of 10 of the ratio of the pressure of the sound to the reference sound pressure. Unless otherwise specified, the effective (rms) pressure is to be understood. The reference sound pressure is  $20\mu\text{N}/\text{m}^2$ .

"Spark-ignition powered motor vehicle" means a vehicle which is self-propelled by a spark ignition type of internal combustion engine, which includes, but is not limited to, engines fueled by gasoline, propane, butane and methane compounds.

"Special waste" means any industrial process waste, pollution control waste or hazardous waste, as defined in regulations issued by the Illinois Pollution Control Board.

"Stack or chimney" means a flue, conduit or opening designed and constructed for the purpose of emitting air contaminants into the outdoor air.

"Stack spray" means a nozzle or series of nozzles installed in a stack above the breeching used to inject wetting agents at high pressure to suppress the discharge of particulate matter from the stack.

"Standard conditions" means a gas temperature of 70 degrees Fahrenheit and a gas pressure of 29.92 inches mercury.

"Standard Cubic Foot (scf)". The standard cubic foot is a measure of the volume of gas under standard conditions.

"Steady noise" means a noise whose level remains essentially constant (i.e., fluctuations are negligibly small) during the period of observation is steady noise.

*"Storage" when used in connection with any waste material means the containment of such waste on a temporary basis.*

"Storm sewer" means any pipe or conduit which carries storm surface water and drainage but excludes sewage and industrial wastes. It may, however, carry cooling waters and unpolluted waters.

"Submerged loading pipe" means any loading pipe the discharge opening of which is entirely submerged when the liquid level is six inches above the bottom of the tank. When applied to a tank which is loaded from the side, any loading pipe the discharge of which is entirely submerged when the liquid level is 18 inches or two times the loading pipe diameter, whichever is greater, above the bottom of the tank. This definition shall also apply to any loading pipe which is continuously submerged during loading operation.

"Synthetic detergent or detergent" means any cleaning compound which is available for household use, laundry use, other personal uses or industrial use, which is composed of organic and inorganic compounds, including soaps, water softeners, surface active agents, dispersing agents, foaming agents, buffering agents, builders, fillers, dyes, enzymes and fabric softeners, whether in the form of crystals, powders, flakes, bars, liquid sprays or other form.

"Toxic substances" means any substance whether gaseous, liquid or solid which when discharged into the sewer system in sufficient quantities will interfere with any sewage treatment process, or will constitute a hazard to human beings or animals, or will inhibit aquatic life or create a hazard to recreation in the receiving waters of the effluent from the sewage treatment works of the Metropolitan [Sanitary District of Greater Chicago] *Water Reclamation District.*

"Trade secret", means any scientific or technical information, design, process, procedure, formula or improvement, or business plan which is secret in that it has not been published or disseminated or otherwise

become a matter of general public knowledge, and which has competitive value.

**"Transfer station"** [means] is a facility [for the transfer and packing of solid] *that receives waste [from smaller collecting vehicles to larger transport vehicles] and removes such waste, or any material containing such waste, or any constituent thereof, from the facility.*

**"Treatment"** means any method, technique or process designed to change the physical, chemical or biological character or composition of any waste so as to neutralize such waste, or to render such waste nonhazardous, safer for transport, amenable for recovery, or reduced in volume.

**"True vapor pressure"** means the equilibrium partial pressure exerted by a petroleum liquid as determined in accordance with methods described in American Petroleum Institute Bulletin 2517, Evaporation Loss From Floating Roof Tanks, 1962.

**"Unfired pressure vessel"** means any tank or pressure vessel used to contain air, water or other substance under pressure, except tanks containing only water under pressure in the city mains, unless otherwise prescribed in other sections in the building provisions of this code.

**"Unit operation"** means methods where raw materials undergo physical change; methods by which raw materials may be altered into different states, such as vapor, liquid or solid without changing into a new substance with different properties and composition.

**"Unit process"** means reactions where raw materials undergo chemical change, where one or more raw materials are combined and completely changed into a new substance with different properties and composition.

**"Vehicle"** means a self-propelled over-the-road mechanism such as a truck, machine, tractor, roller, derrick, crane, trencher, portable hoisting engine or automobile, or any conveyance used for carrying persons or things, trailer, semitrailer, boat, tug or other apparatus which is not ordinarily permanently installed in one location but is used in various places over a wide area, except electrically powered vehicles.

**"Waste"** means any discarded or abandoned material in solid, semisolid, liquid or contained gaseous form, including but not limited to, industrial process waste, hazardous waste, municipal waste, special waste, garbage, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, but excludes:

- (1) Sewage collected and treated in a municipal or regional sewage system; or

(2) Recyclable materials *managed in compliance with the provisions of this chapter and regulations of the City of Chicago.*

"Watercourse" means any channel, natural or artificial, whether lined or unlined for drainage of stormwater, groundwater or clear water.

"Waters" means all waters of any river, stream, watercourse, pond or lake wholly or partly within *or adjoining* the territorial boundaries of the city of Chicago.

"Zoning district" means those districts established by the City Zoning Ordinance (Title 17 of this code).

**11-4-130. Permit Fees.**

Fees for the inspection of plans and issuance of permits for the installation, erection, construction, reconstruction, alteration of, or addition to any facility required to obtain a permit for operation under this chapter shall be as follows:

Filing fee for the evaluation of plans of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices or installation of apparatus or devices for the prevention or arresting of the discharge of smoke, particulate, liquid, gaseous or other matter .....	\$14.00
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Permits for the installation, erection, construction, reconstruction, alteration of, or addition to any boiler, fuel-burning combustion or process equipment or device, dustloading device or chimney.

Boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of less than 288,000 B.T.U./hr. net output rating of boiler or furnace .....	\$20.00
Of a capacity of 288,000 B.T.U./ hr. and less than 960,000 B.T.U./ hr. net output rating of boiler or furnace .....	27.00
Of a capacity of 960,000 B.T.U./ hr. and less than 2,880,000 B.T.U./hr. net output rating of boiler or furnace .....	34.00
Of a capacity of 2,880,000 B.T.U./hr. or more net output rating of boiler or furnace .....	47.00
<b>Refuse-burning equipment, for each unit:</b>	
With less than five square feet of grate area .....	14.00
With five square feet and less than 10 square feet of grate area .....	20.00
With 10 square feet and less than 15 square feet of grate area .....	20.00
With 15 square feet and less than 20 square feet of grate area .....	34.00
With 20 or more square feet of grate area .....	41.00
Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor .....	20.00



An annual flat fee on stationary emission sources shall be levied according to a modified version of the Illinois Environmental Protection Agency surveillance classification system used by the [division of energy and environmental protection within the] department as follows:

A-1 source (any stationary source whose actual emissions or potential emissions while operating at design capacity are equal to or exceed 100 tons per year of any pollutant .....	\$1,000.00
A-2 source (any stationary source whose uncontrolled emissions while operating at the design capacity are equal to or exceed 100 tons per year for any regulated pollutant but whose actual emissions are less than 100 tons per year) .....	500.00
B source (any stationary source whose uncontrolled emissions are less than 100 tons per year) .....	100.00
C source (any stationary source whose actual emissions are less than 10 tons per year) .....	30.00

**Sandblasting:**

The fee for an annual permit to conduct sandblasting operations shall be \$25.00 per contractor per calendar year.

**Sanitary landfill:****Annual Permit Fee:**

25-acre tract or less .....	\$ 5,000.00
More than 25 acres but less than 50 .....	10,000.00
50 acres or more but less than 75 acres .....	13,600.00
75 acres or over .....	20,000.00

**Resource recovery facility or solid  
waste incinerator:**

Design capacity of 250 tons per day or less .....	\$ 5,000.00
Design capacity of more than 250 tons per day but less than 750 tons per day .....	10,000.00
Design capacity of more than 750 tons per day but less than 1,250 tons per day .....	20,000.00
Design capacity of more than 1,250 tons per day .....	25,000.00

The City of Chicago shall be exempt from payment of such fees.

**Unfired pressure vessels:**

For each unfired pressure vessel .....	\$27.00
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**Liquid waste handling facility fees:**

New or existing facility .....	\$8,000.00
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## Transfer station fees:

New or existing facility .....	\$5,000.00
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## [11-4-170. Periodic Inspection Fees.]

[Fees shall be as follows for the periodic inspection of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices, boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of 288,000 B.T.U./hr. and less than 2,400,000 B.T.U./hr. net output rating of boiler or furnace .....	\$39.00
Of a capacity of 2,400,000 B.T.U./hr. and less than 6,000,000 B.T.U./hr. net output rating of boiler or furnace .....	58.00
Of a capacity of 6,000,000 B.T.U./hr. or more net output rating of boiler or furnace .....	68.00

## Refuse-burning equipment for each unit:

With less than seven square feet of grate area .....	20.00
With seven square feet and less than 20 square feet .....	30.00
With 20 square feet and less than 50 square feet .....	34.00
With 50 square feet or more of grate area .....	39.00

Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor ..... \$20.00

The fee for periodic inspection shall include the issuing of a certificate of operation provided any defects are corrected.

Unfired pressure vessels:

For each unfired pressure vessel less than 18 inches in diameter ..... 30.00

For each unfired pressure vessel 18 inches or more in diameter and less than 36 inches in diameter ..... 39.00

For each unfired pressure vessel 36 inches or more in diameter ..... 49.00

Saturday, Sunday and holiday inspection:

A fee of \$117.00 per inspectional visit will be charged when any boiler inspection is made on a Saturday, Sunday or a legal holiday.

Boiler reinspection fee:

A fee of \$39.00 will be charged for each reinspection of a boiler or other apparatus made at any site during the course of a regular work week.]

*11-4-170. Periodic Inspection Fees.*

*Fees shall be as follows for the periodic inspection of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices, boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:*

<i>Of a capacity of 288,000 B.T.U./hr. and less than 2,400,000 B.T.U./hr. net output rating of boiler or furnace</i> .....	\$39.00
<i>Of a capacity of 2,400,000 B.T.U./hr. and less than 6,000,000 B.T.U./hr. net output rating of boiler or furnace</i> .....	58.00
<i>Of a capacity of 6,000,000 B.T.U./hr. or more net output rating of boiler or furnace</i> .....	68.00

*Refuse-burning equipment for each unit:*

<i>With less than seven square feet of grate area</i> .....	20.00
<i>With seven square feet and less than 20 square feet</i> .....	30.00
<i>With 20 square feet and less than 50 square feet</i> .....	34.00
<i>With 50 square feet or more of grate area</i> .....	39.00

<i>Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor</i> .....	20.00
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*The fee for periodic inspection shall  
include the issuing of a certificate  
of operation provided any defects  
are corrected.*

*Unfired pressure vessels:*

<i>For each unfired pressure vessel less than 18 inches in diameter</i> .....	30.00
<i>For each unfired pressure vessel 18 inches or more in diameter and less than 36 inches in diameter</i> .....	39.00

*For each unfired pressure vessel  
36 inches or more in diameter ..... \$49.00*

*Saturday, Sunday and holiday inspection:*

*A fee of \$117.00 per inspectional visit will be charged when any boiler inspection is made on a Saturday, Sunday or a legal holiday.*

*Boiler reinspection fee:*

*A fee of \$39.00 will be charged for each reinspection of a boiler or other apparatus made at any site during the course of a regular work week.*

11-4-220. [Remittance] Refund Of Fees.

The commissioner shall [remit] *refund* all inspection or examination fees charged against any charitable, religious or educational institution when the furnace or other combustion equipment, device or apparatus inspected is located in or upon premises used and occupied exclusively by such institution; provided, however, that such charitable, religious or educational institution is not used or connected with any institution conducted for private gain or profit. The commissioner may require every application for the [remission] *refund* of such fee to be verified by affidavit of one or more taxpayers of the city.

11-4-260. Certificate Of Operation.

No person shall cause or allow the operation of any new emission source or new air pollution control equipment of a type for which an installation permit is required unless an application for a certificate of operation is secured. Application for a certificate of operation shall be made at such times and contain such information, data, plans, drawings, calculations as specified in the application [in] *for* the construction permit.

No certificate of operation shall be valid for more than one calendar year or until the next periodic inspection.

Violations of any of the conditions of a permit or the failure to comply with any rule or regulation of this chapter shall be grounds for revocation of the permit, as well as for other sanctions provided in the chapter. [Such sanctions shall be sought by filing a complaint with the appeal board.]

The department of [consumer services] *the environment* shall have the owner or operator of any emission source or air pollution control equipment provide, without charge to [inspectional services] *the City*, necessary holes in stacks, ducts and other safe and proper testing facilities, including scaffolding, but excluding instruments and sensing devices as may be.

#### 11-4-300. Permit Issuance Conditions.

Any application pursuant to Sections 11-4-240, 11-4-250, 11-4-260 and 11-4-350 shall be approved or rejected within [15] 90 days after it is filed in the office of the commissioner. A permit for a fuel-burning, combustion or process equipment or device [shall] *may* be issued if (a) the plans and specifications comply with the provisions of this chapter and the rules and regulations promulgated hereunder; (b) applicable permit fees are paid; (c) the operation of the equipment or device will not result in a *release of contaminants or emissions prohibited* by or under this chapter. The issuance of a permit for any fuel-burning, combustion or process equipment or device may be conditioned upon operational requirements including restrictions on type of fuel or emission control devices to be utilized.

#### 11-4-380. Issuance Of Permit -- Sanitary Landfill.

Upon the posting of an indemnification bond with good and sufficient sureties approved by the city comptroller and corporation counsel, in the penal sum of \$100,000.00 so conditioned that the said applicant will comply with the regulations of this code and rules and regulations of the [commissioner of consumer services] *department of the environment* pertaining to the dumping and depositing of the abovementioned substances, the commissioner of [consumer services shall] *the environment may* issue a permit for a sanitary landfill if there is compliance with all other sections of this chapter and any other chapter of the Municipal Code of Chicago applicable thereto. No indemnification bond shall be required of the city of Chicago. Prior to the issuance of said permits, the commissioner may request the approval of such application by any other department of the city of Chicago.

#### 11-4-440. Sanitary Landfill Inspection -- Jurisdiction And Supervision.

Inspection at all sanitary landfill operations shall be under the jurisdiction of the commissioner of [consumer services] *the environment*. Inspections as necessary shall be supervised by an engineer who is qualified by both education and experience.

[11-4-540. Technical Advisory Board.]

[For the purpose of aiding the commissioner in establishing a code of recommended practices and in reaching technically correct decisions on all matters pertaining to the enforcement of the provisions of this chapter, a technical advisory board, to be appointed by the mayor, by and with the consent of the city council, is hereby established. The advisory board shall consist of seven members, one of whom shall be designated by the mayor as chairman and four of whom shall constitute a quorum. They shall be appointed for a term of four years, or until their respective successors are appointed and qualified, except that of the initially appointed board, two members shall serve for one year, two members for two years, two members for three years and one member for four years. Six members shall be scientists or registered engineers acquainted with at least one phase of air pollution and its control as well as with industrial processes and equipment, whose experience and training qualify them to give competent technical advice to the commissioner. They shall not be interested in sale to the public of any fuel-burning, combustion or process equipment or device, water pollution control device or noise abatement device. Members appointed to fill vacancies shall have the same general qualifications required for their predecessors.

It shall be the duty of the advisory board to work with the commissioner in promulgation and adoption of the code of recommended practices. It shall be the further duty of the advisory board to advise the commissioner and the appeal board with respect to the technical points concerned with the enforcement of the provisions of this chapter; but neither the commissioner nor the appeal board shall be required to act on the advice of the advisory board if, in their respective opinions, there is good and sufficient reason to believe that such advice will not serve the best interests of the public.

Meetings of the advisory board shall be held at such times as deemed necessary by the chairman or by the commissioner. The compensation of each member shall be as set forth in the annual appropriation ordinance.]

11-4-560. Environmental Coordinator.

[The department shall establish within the division of energy and environmental protection] *Within the department there shall be an environmental coordinator whose duties shall include, but not be limited to the following:*

- (a) Correlating existing lists of sites handling or storing toxic substances with any list of fires maintained by the Chicago Fire Department;



(b) Assisting the Chicago Fire Department and other local, state and federal agencies in the coordination and dissemination of information to community residents regarding preventive and precautionary measures to avoid or minimize exposure to toxic chemicals, either in case of actual or potential danger;

(c) Nothing herein contained is intended nor shall operate to supersede the authority and responsibility of the Chicago Fire Department and its respective bureaus and divisions in their duties under any current municipal ordinance or state statute, including but not limited to Chapters 2-4, 2-36, 4-120, 15-4, 15-24 and 15-28 of the Municipal Code of the City of Chicago, the Illinois Toxic Substance Act, the Chemical Safety Act or other relevant state or federal statutes.

#### 11-4-570. Abandoned Facilities Inspection Unit.

The department shall [establish an abandoned facilities inspection unit within the division of energy and environmental protection to] identify abandoned industrial facilities, [to] inspect such facilities for the presence of toxic substances, and if such substances are found, [to] notify the appropriate federal, state and local agencies responsible for removal, cleanup and security in order to facilitate safe and timely resolution of the problem.

#### 11-4-670. Demolition Safeguards -- Dust And Asbestos.

(1) No demolition of structure shall be initiated unless all safeguards necessary and practicable to minimize the emissions of airborne dust and asbestos are taken.

(a) Notice of intention to demolish shall be made to the department of [consumer services] *the environment* 10 days prior to the commencement of demolition. Such notice shall include the following information: name of owner or wrecker, address of owner or wrecker, description of the building, structure, facility or installation, schedule starting and completion dates of demolition, method of demolition to be employed, procedures to be employed to meet the requirements of these regulations and extent of asbestos materials described in (b);

(b) Boilers, pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before any demolition or toppling is begun. This procedure shall be followed as to all other asbestos-coated surfaces. Such asbestos waste shall be immediately bagged and placed in fiber or steel drums and provisions made for disposal at a sanitary landfill;

(c) Adequate wetting to suppress the dust shall be employed before and during the demolition or toppling of any section or wall of the structure;

(d) Partial demolition is permitted without complete stripping of asbestos materials from the entire structure, provided the provisions of (a), (b) and (c) are observed for the section to be demolished;

(e) Debris shall be transported through dust-tight chutes or in buckets and shall not be dropped or thrown from any floor. Any debris in chutes or buckets shall be sufficiently wetted to preclude dust dispersion at the point of discharge;

(f) All debris shall be thoroughly wetted before loading into trucks, vehicles or other containers. During transport, such waste shall be enclosed or covered to prevent dust dispersion;

(g) Dust and debris from the demolition operations shall be removed daily from adjacent streets, sidewalks and alleys;

(h) Materials which contain asbestos physically bound to the parent material in such a manner that there will be no emission of airborne dust are exempt from the provisions of this section. Examples of such materials are wall and ceiling tile, shingles and caulking materials;

(i) Any wrecker of a demolition operation who intends to demolish a building, structure, facility or installation to which the provisions of Section 11-4-670(1)(a) would be applicable, but which has been declared by proper state or local authority to be structurally unsound and which is in danger of imminent collapse is exempt from the requirements of this paragraph, other than the handling of debris as specified in (g) and (h).

#### 11-4-700. Carbon Monoxide Emissions.

No person shall cause or allow the emission of carbon monoxide into the atmosphere to exceed 200 pounds per minute, corrected to 50 percent excess air from petroleum and petrochemical processes, sintering plants, blast furnaces and basic oxygen furnaces. This Section 11-4-700 shall not apply to blast furnaces during abnormal movement of the furnace burden when it is necessary to relieve pressure for safety reasons, cupolas with a manufacturers rated melt rate less than five tons per hour, fuel combustion sources with an actual heat input under 10 million BTU's per hour and existing incinerators burning less than 2,000 pounds of refuse per hour. The carbon monoxide concentrations in an effluent stream shall be measured by the nondispersive infrared method or by other methods approved by the department of [consumer services] *the environment*.

**11-4-750. Dilution Or Concealment Of Emissions Prohibited.**

It shall be unlawful for any person to build, erect, install [or], use or alter any article, machine equipment or other contrivance that dilutes, reduces or conceals an emission without reducing the quantity of pollutants released into the atmosphere and which, in its unaltered condition, would constitute a violation of Sections 11-4-600, 11-4-610 and 11-4-630 of this chapter.

**11-4-790. Commissioner -- Jurisdiction And Authority.**

The commissioner shall have jurisdiction and authority over the sources of any matter, material or substance likely to be scattered by the wind or susceptible to becoming airborne or a contributing factor to atmospheric pollution and shall have authority to abate windborne nuisances and to instigate prosecutions for violations of any provision of this chapter or any other chapter of this code relating to the eradication or control of matter susceptible to being windborne. For the purpose of minimizing atmospheric pollution, [he] *the commissioner* shall [, with the advice and consent of the advisory board] prescribe reasonable, specific operating and maintenance practices for buildings, structures, premises, open areas, automobiles and/or truck parking and sales lots, private roadways, rights-of-way, storage piles of materials, yards, vessels, vehicles, construction, sandblasting, alteration, building, demolition or wrecking operations and any other enterprise which has or involves any matter, material or substance susceptible to being windborne and for the handling, transportation, disposition or other operation with respect to any material subject to being windborne, which practices shall be embodied in the code of recommended practices.

**11-4-830. Sandblasting -- Permit Required.**

No person shall sandblast any building, structure or other architectural surface without having first been issued a permit by the commissioner of [consumer services] *the environment* [as provided in Section 17-2-44 of the prior Municipal Code of Chicago].

**11-4-840. Sandblasting Permit -- Application.**

Applications for sandblasting permits shall be in such form as shall be prescribed by the commissioner of [consumer services] *the environment*. Every such application for a permit to sandblast a building, structure or architectural surface four stories in height or less shall be accompanied by a sworn statement that the applicant shall notify at least 48 hours prior to the commencement of any sandblasting all the occupants of every residential building of less than 10 dwelling units and the owners,

managing agent or occupants of every residential building of 10 or more dwelling units and every nonresidential structure located within a 75 [(150)]-foot radius of the surface to be sandblasted. With respect to surfaces more than four stories in height, the radius of the notice shall be determined by the commissioner of consumer services, giving due consideration to the public interest. Said notification shall be in writing and shall be by mail or otherwise and shall include the following information:

- (a) Address of the location to be sandblasted;
- (b) The estimated date(s) of the sandblasting operation; and
- (c) The estimated time period of the entire sandblasting operation.

The commissioner of [consumer services] *the environment* shall assure that the applicant has complied with these requirements before the permit is issued.

#### 11-4-1030. Preliminary Treatment.

Whenever an industrial plant or other establishment discharges or proposes to discharge industrial wastes into any waters, sewer, drain, watercourse or natural outlet in the city of Chicago and it becomes necessary either to:

- (a) Reduce or modify the objectionable characteristics or constituents of such industrial wastes to meet the limits or requirements provided for in Section 11-4-1040 hereof and to prevent pollution; or [to]
- (b) Control the quantities and rates of discharge of such industrial wastes over a 24-hour day and a seven-day week to prevent surge discharges which may place an unreasonable burden upon the sewage works of the Metropolitan [Sanitary District of Greater Chicago] *Water Reclamation District*.

The Commissioner shall require the owner, operator or tenant of such industrial plant, or other establishment, to provide adequate preliminary treatment or handling facilities to accomplish such a result. Before any permit for the construction of preliminary treatment or handling facilities shall be issued, plans, specifications and other pertinent data or information relating to such proposed treatment or handling facilities shall be submitted by the industry for the approval of the Commissioner. No permit shall be issued and no construction of such facilities shall be

commenced without the prior written approval of the Commissioner; and no substantial alteration or addition to or in the sewer or drain or in the preliminary treatment or handling facilities shall be made without the prior written approval of the Commissioner.

#### 11-4-1040. Prohibited Wastes.

Except as otherwise provided herein, no person shall discharge or cause to be discharged any of the following described wastes or waters into any sewer, watercourse, natural outlet or waters within or partially within or adjoining the boundaries of the city of Chicago:

(1) Maximum concentrations acceptable for discharge into the sewage system of the city of Chicago shall be as set forth by the Metropolitan [Sanitary District of Greater Chicago] *Water Reclamation District* ordinance titled the Sewage and Waste Control Ordinance enacted September 18, 1969, and as amended from time to time;

(2) Any discharge of wastes or water into a sewer which terminates in or is a part of the sewage system of the city of Chicago must not contain the following:

(a) Water or wastes containing more than 100 parts per million (833 pounds per million gallons) of fats, oils or greases if such water or wastes are in the opinion of the commissioner sufficient (1) to interfere with the biological processes of a sewage treatment plant, (2) interfere with proper operation of the sewage works, (3) cause obstruction to flow in sewers or (4) cause pollution as herein defined;

(b) Liquids, solids or gases which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any way to the structures making up the sewage works or to the operation of the sewage works;

(c) Noxious or malodorous liquids, gases or substances which whether singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair;

(d) Water or wastes containing toxic substances in quantities which are sufficient to pose a hazard to life or interfere with the biological processes of the sewage treatment works;

(e) Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under

conditions normally prevailing in public sewers with no particle greater than one-half inch in dimension;

(f) Radioactive wastes unless they comply with the Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and Part 20, Subpart D -- Waste Disposal, Section 20.303 of the regulations issued by the Atomic Energy Commission) or amendments thereto;

(g) Solid or viscous wastes which cause obstruction to flow in sewers or other interference with the proper operation of the sewerage system or sewage treatment works, such as grease, uncomminuted garbage, animal guts or tissues, paunch manure, bone, hair hides, fleshings, entrails, feathers, sand, cinders, ashes, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, waste paper, wood, plastic, gas tar, asphalt, residues, residues from refining or processing of fuels or lubricating oil, gasoline, naphtha and similar substances;

(h) Liquids or vapors having a temperature higher than 150 degrees Fahrenheit at the point of entrance into a public sewer;

(i) Waters or waste-containing substances which are not amenable to treatment or reduction by the sewage treatment process employed or are amenable to treatment only to such degree that the water reclamation plants effluent cannot meet the requirement of other agencies having jurisdiction over discharge to the receiving waters;

(j) Excessive discoloration (such as but not limited to dye waste and vegetable tanning solutions);

(k) Mercury as Hg. Concentrations of mercury shall not exceed the standards set forth in the Illinois Pollution Control Board's Mercury Regulation No. R70-5; adopted March 31, 1971.

#### 11-4-1070. Gauging And Sampling.

The commissioner shall have the right to enter and set up, on the owner's property, such devices as may be necessary to conduct a gauging and sampling operation after first giving 10 days' advance notice of his intention so to do. While performing said gauging and sampling, the commissioner, his representative or anyone performing said work in his behalf, shall observe and comply with all safety rules applicable to the premises, established by the said owner or occupant.

The commissioner is hereby authorized to make arrangements for the [Sanitary District] *Metropolitan Water Reclamation District* without incurring any legal or financial obligation upon the city of Chicago, to undertake and conduct such gauging and sampling operations, in its

behalf; and to provide the necessary devices and facilities as well as the personnel and also to make the analyses of samples of such wastes, as hereinafter provided, in its own laboratories and other facilities or equipment; provided, that no such arrangements with the [sanitary district] *District* shall place any personnel of the [sanitary district] *District* under the control of the commissioner or cause such personnel of the [sanitary district] *District* to be treated as employees of the city of Chicago for any purpose whatsoever.

11-4-1080. Sampling Methods.

In order to ascertain whether or not the sewage or waste of any kind discharged by any person into any waters or sewage system conforms to the criteria or water quality standards of the department of [consumer services] *the environment*, city of Chicago, the department will use any appropriate method or device which will lead to such a determination.

11-4-1150. Prohibited Acts.

The following acts and the causing thereof are prohibited:

(a) Sounding or permitting the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle or similar device intended primarily for nonemergency purposes from any place in such a manner as to create a noise disturbance at a residential lot boundary or residential zoning district boundary for more than five minutes in an hourly period;

(b) Intentionally sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device except in the following instances:

(1) For emergency purposes;

(2) For less than four minutes in an hourly period; or

(3) For testing of any stationary emergency signaling device which shall occur at the same time of day each time such a test is performed, shall use only the minimum cycle test time and in no case shall exceed four minutes nor shall it occur before 9:00 A.M. or after 5:00 P.M.;

(c) Creating or causing the creation of any sound within any noise sensitive zone, designated pursuant to [11-4-030(16)] 2-30-030(18) so as to interfere with the functions of any school, library, hospital, nursing

home or other medical facility within the zone. Signs indicating a noise sensitive zone shall be conspicuously posted at the zone's boundaries;

(d) Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans or similar objects between the hours of 10:00 P.M. and 7:00 A.M. the following day in such a manner as to cause a noise disturbance at a residence lot boundary or a residential zoning district boundary or within a noise sensitive zone;

(e) Blowing or causing to be blown any steam whistle as a signal for commencing or suspending work or for any other purpose; provided that this section shall not be construed to prohibit the use of steam whistles as alarm signals in case of fire, collision or other imminent danger;

(f) Using any pile driver, shovel, hammer, derrick, hoist tractor, roller or other mechanical apparatus operated by fuel or electric power in building, construction, repair or demolition operations between the hours of 9:00 P.M. and 8:00 A.M. the following day within 600 feet of any residential building or hospital; provided that this provision shall not apply to any construction, demolition or repair work of an emergency nature or to work on public improvements authorized by a governmental body or agency.

#### 11-4-1330. Test Procedures -- New Motor Vehicles.

Test procedures to determine whether maximum noise emitted by new motor vehicles sold or offered for sale meet the noise limits stated in Section 11-4-1160(b) of this chapter shall be in substantial conformity with current revisions of standard recommended practices established by the Society of Automotive Engineers, Inc., and including S.A.E. Standard J331; S.A.E. Recommended Practice J336; S.A.E. Standard J986; and such other and further standards as may be propounded in the code of recommended practices of the department of [consumer services] *the environment*.

#### 11-4-1350. Test Procedures -- Powered Tools And Equipment.

Test procedures to determine whether maximum noise emitted by engine-powered equipment or powered hand tools, sold or leased, or offered for sale or lease, meet the noise limits stated in this chapter shall be in substantial conformity with current revisions of standards and recommended practices established by the Society of Automotive Engineers, Inc., including S.A.E. Standard J952; S.A.E. Standard J88; S.A.E. Recommended Practices J184; and such other and further standards as may be propounded in the code of recommended practice of the department of [consumer services] *the environment*.



**11-4-1360. Test Procedures -- Precision Instrumentation.**

Test procedures to determine whether maximum noise levels emitted by property uses along property lines and zoning district boundaries meet the noise limits stated in this chapter shall be in substantial conformity with revisions of A.N.S.I. Standard S1.4-1971; I.E.C. Standard 123-1961; A.N.S.I. Standard S1.12-1967; A.N.S.I. Standard S1.11-1166; A.N.S.I. Standard S1.12-1971; I.E.C. Standard 179-1965; I.E.C. Standard 225-1966; S.A.E. Recommended Practice J184; and such other and further standards as may be propounded in the code of recommended practices of the department of [consumer services] *the environment*.

**11-4-1370. Test Procedures -- Recreational And Off-Highway Vehicles.**

Test procedures to determine whether maximum noise emitted by new motor-driven recreational or off-highway vehicles including dune buggies, snowmobiles, all-terrain vehicles, go-carts and minibikes meet the noise limits stated in this chapter shall be in substantial conformity with current revisions of standards and recommended practices established by the Society of Automotive Engineers, Inc., including, S.A.E. Standard J331; S.A.E. Standard J986; S.A.E. Recommended Practice J184; and such other and further standards as may be propounded in the code of recommended practices of the department of [consumer services] *the environment*.

**[11-4-1400. Definitions.]**

[Definitions relating to Article VIII will be found in Article I, Section 11-4-120.]

**11-4-1410. Befouling Public Waters.**

No person shall throw, discharge, dump or deposit, or cause, suffer or procure to be thrown, discharged, dumped or deposited, in the harbor or anywhere in Lake Michigan, within 10 miles of the corporate limits, any clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions [or], refuse, *waste or material of any kind without first obtaining a permit from the United States Army Corps of Engineers and the approval of the Chicago Plan Commission* and unless said material shall be placed inside of a breakwater so arranged as not to permit the escape of such clay, earth, ashes or other heavy substance or substances, filth, logs, floating matter, obstruction or refuse into the body of Lake Michigan.

No tug owner, captain or other person in charge or command of a tug shall tow inside the harbor any dumping scow or like vessel, with or without a collapsible or adjustable bottom, loaded with clay, earth, ashes or other heavy substance, filth, logs, floating matter, obstructions or any refuse, unless there is on board at the time of such towing an inspector from the department of [consumer services] *the environment*.

[11-4-1470. Rules And Regulations By Commissioner.]

[The environment shall have the authority to promulgate rules and regulations necessary to the effective control of harbor pollution.]

[11-4-1510. Commissioner's Duty to Promulgate Rules and Regulations.]

[The commissioner is hereby authorized and directed to promulgate such rules and regulations as are necessary to effectuate the purpose of this chapter.]

11-4-1640. Established -- Membership -- Appointment -- Term.

There is hereby established a solid waste management review committee. The committee shall consist of 21 members, including the commissioner of [consumer services] *the environment*, the commissioner of streets and sanitation, the commissioner of planning and development, [the commissioner of economic development,] and the chairman of the city council committee having jurisdiction over matters concerning environmental issues. The remaining members shall be appointed by the mayor. Members appointed by the mayor shall be selected from among representatives of the following: citizen and civic organizations, industry, trade and professional organizations; private solid waste management industry and local recyclers operating within the City of Chicago; regional planning organizations; and other persons deemed appropriate by the mayor for reviewing solid waste management plans.

Members shall serve for two years, or until the final submission of the city's solid waste management plan to the Illinois Environmental Protection Agency, or until their successors are appointed. A vacancy shall be filled for the remainder of any unexpired term in the same manner as original appointments. The mayor shall appoint one of the members to serve as chairperson of the committee until the final submission of the "City of Chicago's Solid Waste Management Plan" to the Illinois Environmental Protection Agency, or until a successor is appointed. Members of the committee shall serve without compensation.

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 [consumer services] *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. 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 5. Chapter 11-6 of the Municipal Code of Chicago is hereby amended by deleting Sections 11-6-030 and 11-6-100.

SECTION 6. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by adding a new Article XL as follows:

[11-6-010] 11-4-1700. *Findings.*

After due investigation and consideration, the city council finds:

(a) It is in the best interest of the citizens of the City of Chicago to promote recycling as a key part of a comprehensive solid waste management plan, which will ensure that all municipal waste is disposed of in an environmentally sound and cost effective manner.

(b) It is in the interest of the City of Chicago and its taxpayers to maximize the use of source reduction, recycling, and composting methods, thereby reducing the economic expenditures and environmental burdens associated with other waste management options in the long term, even if some short-term increase in the overall cost of solid waste management results.

(c) It is in the best interest of the city of Chicago as a purchaser and consumer of goods to aid in the development of secondary materials markets by purchasing products made with recycled content wherever practicable and to assure a continuous supply of secondary materials sufficient to meet demand for the production of useful commodities and

for the economy by establishing and promoting a program of recycling used and discarded materials.

(d) It is in the best interest of the city of Chicago to create a recycling program that provides opportunities for everyone in the city to recycle to ensure a varied and comprehensive citywide recycling program.

[11-6-020] 11-4-1710. Liberal Construction Of Provisions.

The provisions of this chapter shall be liberally construed in order to implement findings expressed in Section 11-4-1700.

[11-6-040] 11-4-1720. Recycling Coordinator -- Responsibilities.

The commissioner of the [department of streets and sanitation] *environment* shall appoint a recycling coordinator within 45 days of the effective date of this ordinance, who shall be actively involved in the city's solid waste policy development and implementation and report directly to the commissioner. The recycling coordinator shall have the following responsibilities:

(a) To provide information on how, when and where materials may be recycled, including but not limited to an educational and promotional campaign using flyers, print and electronic advertising, public events, promotional activities, public service announcements and other techniques that are deemed useful, to assure the greatest possible level of participation with the provisions of this chapter;

(b) To develop methods of adherence to the goals stated in this ordinance for recycling activities; and to coordinate and supervise implementation of those methods;

(c) To coordinate and monitor the activities of curbside collection of recyclable materials, drop-off network, and buyback facilities dealing in such materials throughout the city and other public and private recycling throughout the city;

(d) To collect and analyze information and data on recycling in the city;

(e) To identify potential markets for recyclable materials, including maintaining an up-to-date list of potential purchasers of recyclable materials both within the city and in other locations;

(f) To coordinate with the purchasing agent in soliciting bids and obtaining statements of interest for the purchase of goods, supplies,

equipment, materials and printing with recycled content and in complying with the requirements for municipal purchase of recycled products, as outlined in Section 11-4-1740;

(g) To develop, in coordination with the [department of consumer services] *commissioner of streets and sanitation*, rules and regulations required to execute provisions of this ordinance;

[(h) To prepare a report in cooperation with the department of consumer services on or before September 1, 1990, which will evaluate the costs, benefits, feasibility, liability, and logistics of managing the disposal of household toxic waste in the city of Chicago. The report shall investigate the feasibility of (1) recycling household toxic waste such as waste paint exchanges and (2) separating household toxic waste from mixed solid waste followed by the collection, storage and disposal of such waster. The report shall include recommendations on the management of such waste. Copies of such report shall be distributed to the mayor and members of the city council and made available to the general public.]

[(i)] (h) To develop and implement a public outreach program in cooperation with the department of [consumer services on or before July 1, 1990,] *streets and sanitation* which will provide information to consumers on how to minimize the use of household products containing toxic materials and how to properly store and dispose of such products that cannot be eliminated. Such information shall, at a minimum, be distributed through the city's recycling and consumer education programs; and

[(j)] (i) To submit, on September 1st of each year, to the mayor and the city council an annual report on recycling activities in the city, with special emphasis on activities performed or sponsored by the city. This report will summarize recycling issues confronting the city in order of priority and make recommendations for improving the efficiency of separating, collecting, processing, marketing and selling materials recycled pursuant to this chapter.

**11-4-1730. Responsibilities Of The Commissioner Of Streets And Sanitation.**

*The commissioner of streets and sanitation shall, for all activities of the department of streets and sanitation which pertain to the provisions of chapter 11-4, assist the commissioner of the environment, as necessary, to execute his or her responsibilities under this chapter and to coordinate the activities of the department of streets and sanitation with the department of the environment.*

[11-6-050] 11-4-1740. Department Of Purchases, Contracts And Supplies --- Adoption Of Policies.

[On or before March 1, 1990,] The department of purchases, contracts and supplies shall adopt the following policies;

(a) the department will annually review and modify its existing procurement procedures and specifications for the purchase of goods, supplies, equipment, materials and printing in order to:

(1) Eliminate procedures and specifications that explicitly discriminate against goods, supplies, equipment, materials and printing with recycled content, and equipment, such as copiers that can utilize recycled materials, provided, however, specifications need not be revised if the department determines that for a particular end use a product containing recycled content would not meet necessary performance standards;

(2) Promote, wherever feasible, the use of goods, supplies, equipment, materials and printing with recycled content and equipment such as copiers that can utilize recycled materials; and

(3) Promote, wherever feasible, the purchase of goods, supplies, equipment, materials and printing that may be recycled or reused when such goods, supplies, equipment, materials and printing are discarded.

When used in this section, "feasible" means capable of being used without violating the following criteria: performance or intended end use; availability within a reasonable period of time; and maintenance of a satisfactory level of competition.

(b) Invitations to bid for the purchase of goods, supplies, equipment, materials and printing covered by this ordinance shall set forth a minimum percentage of recycled content for the goods, supplies, equipment, materials and printing that must be certified by a bidder in order to meet this element of bid award criteria and to qualify for the calculation in bid computation benefit for purposes of determining contract award as provided in subsection (d), herein.

(c) For goods, supplies, equipment, materials and printing for which the U. S. Environmental Protection Agency (U.S. E.P.A.) has adopted procurement guidelines under the Resource Conservation and Recovery Act of 1976 (Public Law 94-580, 42 U.S.C. Section 6901 et seq.), as amended, the minimum percentage recycled content shall not be less than specified in such guidelines. A person may submit a bid that does not certify that such goods, supplies, equipment, materials or printing contain such minimum percentage of recycled content. Nothing in this subsection

may be construed to preclude the department from establishing minimum recycled content specifications or equipment output requirements that exceed or broaden the U. S. E.P.A. guidelines for a specific application.

(d) Each bidder on a city contract for the purchase of goods, supplies, equipment, materials and printing upon certifying that the items to be sold contain the minimum percentage of recycled content established pursuant to subsection (b) herein shall be granted, at the discretion of the purchasing agent, a reduction of up to 10 percent on the amount of the bid for the purpose of computing lowest responsible bidder. Such bid computation benefit shall be predetermined in the invitations to bid. When there is a tie for the lowest responsible bidder, the department shall consider, as one factor in determining to whom to award the contract, which of the bids provides for the greatest weight of recycled content in the goods, supplies, equipment, materials or printing or such other measure of recycled content of equipment output as may be set forth in the invitation for bids, provided, however, the quality of the higher recycled content item is adequate for the purpose intended.

(e) Whenever the department purchases or causes the purchase of printing on recycled paper, the printed material shall include a printed statement or symbol indicating that the document is printed on recycled paper. When purchasing newsprint and newsprint products, at least 40 percent of the secondary material content shall be post-consumer newspaper material.

(f) The department may carry out the provisions and purposes of this section through appropriate contractual provisions and invitations to bid, through the adoption of such regulations as it deems necessary, that may vary from time to time based on economic and market conditions that are in the best overall interest of the city.

(g) The department shall, to the fullest extent feasible when contracting for paper, paper products or equipment utilizing paper output, purchase or approve for purchase only such paper, paper products or equipment that are manufactured, produced or can utilize recycled paper in order to accomplish the goals as specified in subsection (h) herein.

(h) The provisions of subsection (f) herein shall be implemented by the department so that, of the total volume of paper purchased, recycled paper composes [no less than 15 percent of the volume in 1990,] no less than 30 percent of the volume in 1991, and no less than 45 percent of the volume in 1992. Volume to be in weight and not dollars of annual paper purchases.

(i) The department of purchases, contracts and supplies shall submit an annual report to the mayor and the city council concerning its implementation of this section, including the dollar amounts and weights in tons of goods, supplies, equipment, materials and printing that have

been purchased with recycled content. Such report shall be submitted on or before September 1st of each year, starting in 1991.

[11-6-060] 11-4-1750. Regular Recycling Service.

(a) The city council adopts the goal of making regular recycling service available by July 1, 1993, to 100 percent of the households in low-density dwellings served by the city of Chicago. In designing the service, the city shall consider the following: costs; waste reduction potential; recycling capacity of affected residents; quality of materials collected; and ease of access to the service. The regular recycling service goal shall be achieved in stages, as follows:

[(1) By July 1, 1991, no less than one-third of the households in low-density dwellings shall have regular recycling service.]

[2] (1) By July 1, 1992, no less than two-thirds of the households in low-density dwellings shall have regular recycling service.

[3] (2) By July 1, 1993, all households in low-density dwellings shall have regular recycling service.

(b) In implementing regular recycling service, the department shall accord consideration for the collection, processing, marketing and disposition of recyclable materials to persons engaged in the business of recycling at the time of implementation, whether or not the persons are operating for profit. To further the purposes of this chapter, the department may utilize such persons to provide regular recycling service and, where appropriate, provide financial or other assistance to expand such activities to assist in the creation of new recycling facilities and operations.

(c) Post collection separation may be used as an adjunct to regular recycling service to promote further volume reduction and material recovery, or in case of failure of the regular recycling service. However, prior to substituting post-collection separation for regular recycling service in a particular area, the city or its contractors must have implemented at least two source separation and collection methods within a period of no less than 12 months, conducted an extensive recycling promotional campaign in the area, consulted with operators of private for-profit and nonprofit collection services, and provided an opportunity for the public to comment on any proposed substitution at a joint meeting of the city council economic development and energy, environmental protection and public utilities committees. Where the substitution of service occurs, the definition of regular recycling service shall be



expanded to include post-collection separation for the purposes of meeting the above goals.

(d) Where post-collection separation is used as a substitute for regular recycling service in a particular area, such separation facility shall recycle at least four categories of recyclable materials and utilize technology that has been demonstrated to be effective for the expected life of the facility.

(e) The City may modify the individual components or mix of regular recycling service for an area if there are unforeseen or severely adverse market conditions. Primary emphasis shall be placed on alley/curbside collection as the preferred means of providing recycling service to single family residents.

[11-6-070] 11-4-1760. Fee-For-Service Contracts.

Wherever recycling services are not to be directly provided by the department of streets and sanitation to households in low-density dwellings, the department shall [, on or before May 1, 1990,] adopt regulations governing the issuance of fee-for-service contracts to provide for-profit recycling operations. Such regulations shall, at a minimum, include criteria for providing diversion credits, tax credits and any other forms of financial assistance deemed appropriate by the department.

[11-6-080] 11-4-1770. Promotion Of Economic Development -- Markets For Recycled Materials.

In order to promote economic development within the city and to encourage markets for recycled materials, the department of [economic] *planning and development* in coordination with the department of [streets and sanitation] *the environment* and other city departments, as appropriate, shall implement programs to build demand for recycled products among Chicago businesses, residents and local governments; to build markets for recycled materials by attracting to the city manufacturers that use recycled material as raw material; and to assist businesses in developing capacity to use recycled material in place of virgin material.

[11-6-090] 11-4-1780. Promotion Of Recycling.

(a) On or before July 1, 1990, the department of planning and development in cooperation with the *department of the environment and the department of streets and sanitation*, shall develop and implement programs for issuing grants and loans to promote recycling in the city of Chicago.

(b) The department of [economic] *planning and* development shall submit an annual report to the mayor and the city council concerning the implementation of this section, as well as programs to build demand for recycled products among Chicago businesses, residents and local governments, programs for attracting to the city manufacturers that use recycled material as raw material, and programs to assist businesses in developing capacity to use recycled material in place of virgin material. Such report shall be available on September 1st of each year.

SECTION 7. This ordinance shall be in full force and effect from and after January 1, 1992.

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*Title 16, Chapter 4.*

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

SECTION 1. The following sections of Chapter 16-4 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

16-4-110. Commissioner Of The Department Of Planning[, City] And [Community] Development -- Duties And Responsibilities.

The commissioner of the department of planning[, city] and [community] development shall have the following duties and responsibilities:

(a) To forward every proposal or application submitted to the Chicago plan commission under the provisions of this chapter to the department of environmental control and to any other public agency he shall deem appropriate;

(b) To receive from the commissioner of [environmental control] *the environment*, and any other public agency, a report of comments and recommendations;

(c) To make such investigation relative to each application or proposal as he deems necessary;

(d) To prepare and forward to the Chicago plan commission a written report which shall include his findings and recommendations on each

application or proposal no less than five days prior to the scheduled hearing;

(e) To forward within five days to the Chicago plan commission certain applications for a permit, as specified in Section 16-4-150 of this chapter, in any planned development located within the Lake Michigan and Chicago Lakefront Protection District;

(f) To forward within five days to the Chicago plan commission such applications for permit not exempted in Section 16-4-150 of this chapter and not in any planned development located within the Lake Michigan and Chicago Lakefront Protection District, and to return to the commissioner of buildings such applications as are exempted by Section 16-4-150 of this chapter;

(g) To receive the decision of the Chicago plan commission prior to the issuance of any permit and to consider that decision binding;

(h) To approve all applications for permits as specified in Section 16-4-150 of this chapter when said permits conform to the decision of the Chicago plan commission.

#### 16-4-130. Investigation.

The commission of *the environment* may [environmental control shall], upon receipt of any proposal or application as hereinabove provided, conduct an investigation of the ecological and environmental impact of said proposal. *The findings [and forward his] of the commissioner of the environment shall be forwarded to the commissioner of planning and development and to the Plan Commission and shall constitute a part of the record upon which the Plan Commission shall premise its decision regarding the proposal or application [to the commissioner of planning, city and community development in writing within the earliest feasible period of time after receipt thereof].*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1992.

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#### *Title 16, Chapter 6.*

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

SECTION 1. The following sections of Chapter 16-6 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

16-6-030. Review Of Applications.

On receipt of a permit application, an Issuing Department shall ensure that the application has been reviewed by the Zoning Administrator or determine whether the development is in the S.F.H.A.. If the Zoning Administrator or the commissioner of the Issuing Department determines that the proposed site of the development may be within the S.F.H.A., he shall inscribe "Flood Hazard Area" in permanent ink on the face of the application and deliver it to the Commissioner of [Planning] *the Environment* for S.F.H.A. site confirmation and establishment of the F.P.E.. No permit shall be issued for the proposed development until the requirements of this Chapter have been met, and no development in the S.F.H.A. shall commence until the required permits are obtained.

16-6-040. Additional Information Required.

(a) On being advised that a permit application is subject to flood control requirements, the Issuing Department shall require the applicant to submit the following information, which the Issuing Department shall transmit to the Commissioner of [Planning] *the Environment*, to the extent not included in the original application, as an additional condition to issuance of the requested permit:

(i) design drawings of the site, drawn to scale showing property line dimensions;

(ii) existing grade elevations and all changes in grade resulting from excavation or filling in connection with the proposed development;

(iii) the location and dimensions of all buildings, additions to buildings and other structures to be added to the site in connection with the development;

(iv) the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 16-6-060 of this Chapter; and

(v) upon request, certification by a registered professional engineer that the proposed development complies with the requirements of this chapter.

(b) Applicants filing applications for manufactured home parks, annexation agreements, planned developments, subdivisions, and additions to manufactured home parks and subdivisions, which are greater than five acres or five zoning lots, whichever is lesser, shall [also] furnish to the Commissioner of Planning *and Development*:

(i) a signed statement by a registered professional engineer that the plat or plan accounts for changes in the drainage of surface waters in accordance with the Illinois Plat Act, as amended. A copy of the statement shall be provided to the Commissioner of Sewers for review approval.

(ii) base flood elevation data. Where base flood elevation is not available from an existing study filed with the Illinois State Water Survey, the applicant shall be responsible for calculating the base flood elevation and submitting it to the State Water Survey for review and approval as best available elevation data.

#### 16-6-080. Duties Of Issuing Departments.

The head of each Issuing Department shall have the following duties and responsibilities:

(a) Ensure that all developments within the S.F.H.A. meet the requirements of this chapter, and attach to permit(s) evidence that the plans for such projects have been reviewed and approved as to compliance with this chapter.

(b) Inspect and monitor all development projects within the S.F.H.A. for which the department has issued a development permit, to assure compliance with the provisions of this chapter.

(c) Identify any floodplain development application within the S.F.H.A., which has not previously been reviewed by the Zoning Administrator and notify the Commissioner of [Planning] *the Environment*.

(d) Determine, after receipt of comments by the Commissioner of [Planning] *the Environment*, any request for a variance from the requirements of this chapter, pursuant to the authority of the Issuing Department.

(e) Assure that construction authorization has been granted by I.D.O.T./D.W.R. for all development projects subject to this chapter, requiring such authorization and maintain a record thereof.

(f) Provide to the Commissioner of [Planning] *the Environment* copies of all development permits issued by their department for all development or sites within the S.F.H.A., necessary I.D.O.T./D.W.R. permits, and evidence that the plans for such projects have been reviewed and approved as to compliance with this chapter.

(g) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.

#### 16-6-090. Duties Of The Buildings Commissioner.

The Buildings Commissioner shall have the following additional duties and responsibilities:

(a) Maintain records and provide copies to the Commissioner of the Department of Planning *and Development* of all certified registered engineers' certificates and the "as built" flood-proofed elevation of all buildings subject to this chapter.

(b) Maintain records and provide copies to the Commissioner of the Department of Planning *and Development* of all "as built" elevations of the lowest floor (including basement) of all buildings subject to this chapter.

#### 16-6-100. Duties Of The Commissioner Of [Planning] *The Environment*.

The Commissioner of [Planning] *the Environment* shall have the following additional duties and responsibilities:

(a) Review all development applications submitted by the Zoning Administrator and notify other Issuing Departments as to those applications which fall within the S.F.H.A..

(b) Compare the elevation of the site to the base flood elevation for all developments located within the S.F.H.A..

(c) Maintain records of proposed developments within the S.F.H.A..

(d) Receive from the Issuing Departments copies of all development permit applications, permits, and as-built certifications reviewed by the departments for developments that fall within the S.F.H.A., maintain a file of all such copies received, and submit reports of such permits to F.E.M.A..

(e) Coordinate with state and federal agencies to improve base flood and floodway data, and to improve the administration of this chapter.

(f) Notify all Issuing Departments of proposed development projects within the S.F.H.A., and coordinate review by the departments of such projects.

(g) Notify all Issuing Departments of receipt of any revised F.E.M.A. maps or other relevant data, maintain them on file and distribute copies to the Issuing Departments.

(h) Maintain for public inspection base flood data, S.F.H.A. maps, copies of federal and state permit documents and "as built" elevation and floodproofing data for all buildings constructed subject to this chapter.

[(i) Promulgate Planned Development Rules as to the requirements of this chapter.]

(j) Upon notification by the Issuing Department considering a variance request, respond in writing as to the variance in terms of the requirements of this chapter.

#### 16-6-110. Work Performed By City.

Development projects located within the S.F.H.A. and performed by the city shall not commence unless the Commissioner of [Planning] *the Environment* has received notice and a description of the proposed project containing the information described in Section 16-6-040 and has determined that the development complies with all terms of this chapter.

#### 16-6-140. Review Of Elevations.

Upon receipt of proper documentation indicating that land is higher than the base flood elevation as of the date of the site's first Flood Insurance Rate Map identification, the Commissioner of [the Department of Planning] *the Environment* may determine that the site is not subject to the requirements of this chapter.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

AMENDMENT OF TITLE 2, CHAPTERS 40 AND 38 OF MUNICIPAL  
CODE OF CHICAGO TO REDEFINE POWERS AND DUTIES  
OF DEPARTMENT OF GENERAL SERVICES AND  
ESTABLISH DEPARTMENT OF FLEET  
MANAGEMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending Chapters 2-40 and 2-38 of the Municipal Code of Chicago necessary to redefine the powers and duties of the Department of General Services and to establish the Department of Fleet Management, and having been presented with a proposed substitute ordinance by the Department of Law, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 47.

*Nays* -- None.



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

The following is said substitute ordinance as passed:

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

SECTION 1. Section 2-40-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-40-030. Commissioner Of General Services -- Powers And Duties.

The commissioner of general services shall have the following duties and responsibilities:

a. To operate, manage and maintain all public buildings and public grounds owned or occupied by the city, subject to lease provisions, except city airports, fire department facilities, and police department facilities other than the central police station and courts building, and as may otherwise be provided by this code;

b. To coordinate, supervise and inspect the installation, repair and maintenance of all telecommunications equipment in buildings and structures owned or used by the city, except the telecommunications system for the police and fire departments and for all city airports; provided, however, the chairman of the appropriate city council committee may direct the commissioner on the management, operation and maintenance of telephone services for the city council chambers, the city council offices, and the areas adjacent thereto except the access corridors and the press room;

c. To supervise city storerooms and warehouses;

d. Subject to approval of the city council, to negotiate to purchase, sell, lease or let and to purchase, sell, lease or let real estate on behalf of the city; provided that this provision shall not apply to airport developments, to street or public transit improvements or to property within any redevelopment or project area designated by the [department of urban renewal or the commercial district] *community* development commission pursuant to the provisions of [Chapters 2-104 and] *Chapter 2-124* of this code;

e. To appoint appraisers to determine the rent to be paid on renewal of any lease, the fair market value of property to be purchased upon expiration of any lease or the fair market value of any property to be

bought or sold by or on behalf of the city except for street or public transit improvements or property within any redevelopment or project area designated by the [department of urban renewal or the commercial district] *community* development commission pursuant to the provisions of [Chapters 2-104 and] *Chapter 2-124* of this code;

f. To maintain and hold all deeds, mortgages, leases and articles of conveyance for property owned or occupied by the city except for property acquired by the [department of urban renewal or the commercial district] *community* development commission;

g. To permit any department of city government to use any real estate owned or leased by the city;

h. To authorize, subject to city council approval, the leasing of city conduits, tunnels or lateral connections;

i. To determine the rate of compensation for privileges granted in public ways and public places according to rates established therefor and to advise the city council in fixing such rates where none is established;

*j. To have charge of all engineering and architectural services, and all labor, equipment and materials required in the construction, rehabilitation and repair of city buildings;*

k. To collect, audit and remit to the department of revenue all funds received from the operation of city facilities except city parking lots and airports and as may be otherwise provided by ordinance;

l. To receive, review and process all city agency and department requisitions for commodities and inventoried items and equipment except data processing or computer equipment;

[m. To receive, review and process all agency and department requisitions for all nonemergency fuel and gasoline and to provide for its delivery and disbursement;]

[n. To set specifications for vehicle equipment; to receive and review all requisitions for vehicles for all city departments and agencies except as otherwise provided in the annual appropriation ordinance, and to coordinate the purchase of such vehicles;]

[o. To maintain, repair and warehouse all city vehicles except as otherwise provided in the annual appropriation ordinance; to implement a fleet management information system; and to establish a loan pool for city automobiles and light and medium duty trucks;]

[p.] m. Subject to the approval of the corporation counsel as to form and legality, to negotiate and execute on behalf of the city, any lease, right-of-entry agreement, or other document evidencing an agreement for the use and occupancy of real property which is for a term not to exceed 30 days.

SECTION 2. Section 2-40-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

**2-40-050. Permits To Use Public Ways And Grounds.**

The commissioner of general services shall receive and submit to the department of [public works] *transportation* for review all applications for permits to use public ways or public grounds, or any space above or beneath the same. Upon approval by the department of [public works,] *transportation*; the commissioner of general services shall issue permits in accordance with the provisions of this code. The commissioner of general services shall determine the rate of compensation where privileges are granted in public ways and other public places for all purposes, according to fixed and established scales therefor, and shall act in an advisory capacity to the city council in fixing such rates where no scale is established in granting such privileges by special ordinance.

SECTION 3. The Municipal Code of Chicago is hereby amended by adding a new chapter 2-38 entitled "Department of Fleet Management", as follows:

**2-38-010. *Department Of Fleet Management.***

*The following terms wherever used in this chapter shall have the following meanings unless a different meaning appears from the context:*

- (a) *"commissioner" means the commissioner of the department of fleet management;*
- (b) *"city" means the city of Chicago;*
- (c) *"state" means the state of Illinois;*
- (d) *"fleet" means any automobiles, vehicles, light, medium and heavy duty trucks, and related motorized or non-motorized equipment owned or leased by the city for use of any city department or*

*agency, except the departments of police, fire and aviation unless otherwise specifically provided herein;*

- (e) "fleet maintenance system" means an on-line inventory management system to monitor inventory of fleet acquisitions, repairs, maintenance and mileage; and*
- (f) "fuel management system" means an on-line inventory management system to monitor use and expenditure of non-emergency fuel.*

*2-38-020.*

*An executive department of the government of the city, to be known as the department of fleet management, is hereby established. The department shall include a commissioner and such other employees as provided for in the annual appropriation ordinance. All officers and employees of the department shall be under the direction and supervision of the commissioner of fleet management and shall perform the duties required of them by the commissioner or by the provisions of this code.*

*2-38-030.*

*The office of commissioner of fleet management is hereby established. The commissioner shall be appointed by the mayor, subject to the approval of the city council, and shall have management and control of all matters and activities pertaining to the department of fleet management.*

*2-38-040.*

*The commissioner and the department of fleet management shall assume all rights, powers, duties, obligations and responsibilities of the commissioner and the department of general services pertaining to fleet management. All personnel, books, records, property and funds relating to fleet management are transferred to the department of fleet management. The commissioner of fleet management shall succeed the commissioner of general services in the administration of any federal or state grant or loan program pertaining to fleet management. The commissioner of fleet management shall succeed to the rights and duties of the commissioner of general services under existing contracts, agreements, leases, indentures or ordinances relating to fleet management.*

2-38-050.

*All rules and regulations issued by the commissioner of general services pertaining to fleet management and in effect as of the effective date of this ordinance shall remain in effect until amended or repealed by the commissioner of fleet management.*

2-38-060.

*The commissioner shall have the following powers and duties:*

- a. To administer the city's fleet and to hold title to it in the city's name;*
- b. To ensure that the fleet is maintained in good working order and in accordance with all city, state and federal requirements;*
- c. To coordinate, supervise, monitor and inspect the maintenance and repair of the fleet except as otherwise provided in the annual appropriation ordinance;*
- d. To establish and coordinate a loan pool for the fleet;*
- e. To review specifications for purchase and leasing of fleet for all city agencies and departments including the departments of police, fire and aviation;*
- f. To receive and review all requisitions for fleet and to coordinate its purchase and leasing with the purchasing agent, except as otherwise provided in the annual appropriation ordinance;*
- g. Subject to the approval of the corporation counsel as to form and legality, to negotiate and execute fleet leases on behalf of the city;*
- h. To receive, review and process requisitions for non-emergency fuel from all agencies and departments including police, fire and aviation and to provide for its delivery and disbursement; and*
- i. To implement and maintain a fleet maintenance system and a fuel management system.*

**SECTION 4.** This ordinance shall be in full force and effect from and after January 1, 1992.

AMENDMENT OF TITLE 13, CHAPTER 24 OF MUNICIPAL CODE  
OF CHICAGO RELATING TO ADMINISTRATIVE  
FUNCTIONS OF BUILDING BOARD  
OF APPEALS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending Chapter 13-24 of the Municipal Code of Chicago as it relates to the administrative functions of the Building Board of Appeals, and having been presented with a proposed substitute ordinance by the Department of Law, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, 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.** Section 13-24-010 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets as follows:

13-24-010. There is hereby established within the City of Chicago a building board of appeals. The "board" when used in this section shall be construed to mean the building board of appeals. The building board of appeals shall consist of seven members to be appointed by the mayor by and with the consent of the city council. *The administrative functions of the board shall be carried out by the Department of Buildings.*

The mayor shall designate one of the members to serve as chairman and shall designate one of the members to serve as vice-chairman, who will act as chairman in the absence of the chairman or in the event that a vacancy exists in the office of the chairman.

The seven members of the board shall not be employees of the city of Chicago. One of the members shall be an architect, registered with the state of Illinois; one member shall be an engineer licensed by or registered with the state of Illinois; one member shall be a building contractor; one member shall be a labor representative representing the Chicago Building Trades Unions; and three members shall be residents of Chicago who will represent the public interest. Three members shall be appointed to an initial term of one year and four members shall be appointed to an initial term of two years. Thereafter, all members shall be appointed for a term of two years and will hold office until a successor has been appointed. Vacancies on the board shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant. The necessary support staff for the board and the salaries of the members of the board shall be determined and fixed by the city council in the annual appropriation ordinance. In addition to the foregoing, the buildings commissioner and the fire commissioner shall appoint a representative of each of their respective departments to serve as advisory, nonvoting members of the board.

**SECTION 2.** This ordinance shall be in full force and effect from and after January 1, 1992.

AUTHORIZATION FOR SUBMISSION OF 1992 -- 1996  
RECOVERY ACTION PROGRAM TO UNITED  
STATES DEPARTMENT OF INTERIOR FOR  
RECEIPT OF FUNDS UNDER URBAN  
PARK AND RECREATION  
RECOVERY PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the submission of the 1992 -- 1996 Recovery Action Program to the United States Department of the Interior, necessary for the City to receive federal funds on behalf of the Chicago Park District under the Urban Park and Recreation Recovery Program, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.



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

The following is said ordinance as passed:

WHEREAS, The Urban Park and Recreation Recovery Program (the "Program") was established in 1978 as a five-year, \$725 Million effort to provide direct federal assistance grants (the "Grants") to urban localities for rehabilitation of critically needed recreation facilities; and

WHEREAS, In order to qualify for Grants under the Program, the City of Chicago (the "City") must have in place a current Recovery Action Program (the "R.A.P."); and

WHEREAS, A proposed R.A.P. has been completed by the City in conjunction with the Chicago Park District which contains goals, strategies and priorities for improvements to park and recreation facilities for the five-year period ending in 1996, subject to annual update; now, therefore,

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

SECTION 1. The City hereby adopts the R.A.P. attached hereto as Exhibit 1 and incorporated herein by reference and authorizes its submission by the Commissioner of the Department of Planning to the National Park Service of the United States Department of the Interior.

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

[Exhibit 1 -- 1991 Recovery Action Program for Parks  
and Recreation is on file and available for  
public inspection in the Office of  
the City Clerk.]

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AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL  
TAX REVENUE BOND FUNDS FOR NEW  
STREET CONSTRUCTION.  
(Project Number 6974)

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax Bond Funds for New Street Construction, Project Number 6974, in the amount of \$75,500, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Illinois Motor Fuel Tax Law, Ill. Rev. Stat., Ch. 120, Section 417, et seq. (the "Motor Fuel Tax Act"), the City receives from the Department of Revenue of the State of Illinois certain proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law (the "Motor Fuel Tax Revenues"); and

WHEREAS, The City is authorized by Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, Section 7-202, et seq. (the "Use of Motor Fuel Tax Funds Act") to use Motor Fuel Tax Revenue (as defined in this ordinance) for one or more purposes including for the purpose of payment of any municipal indebtedness which may be incurred in connection with the completion of any improvement or maintenance so authorized by that Division, or in the payment or maintenance so authorized by that Division, or in the payment of engineering costs in connection with any such improvement or maintenance ("Project Purposes"); and

WHEREAS, Pursuant to the provisions of the Motor Fuel Tax Revenue Bonds General Ordinance (the "1990 Series Ordinance") and the 1990 Bonds Series Ordinance (the "1990 Series Ordinance"), each adopted by the City Council of the City on November 29, 1990, the City issued its Motor Fuel Tax Revenue Bonds, Series 1990 (the "1990 M.F.T. Bonds") to finance certain costs of improving and maintaining the City's street system as authorized by the Use of Motor Fuel Tax Funds Act, which 1990 M.F.T. Bonds are secured by certain Motor Fuel Tax Revenues; and

WHEREAS, Section 301 of the 1990 Series Ordinance directs that all proceeds of the 1990 M.F.T. Bonds ("1990 M.F.T. Bonds Proceeds") to be used to pay costs of Project Purposes be deposited in a fund to be held by, and disbursed upon the order of, the City Comptroller and designated the "Series 1990 Bonds Project Account" (the 1990 Project Account); and

WHEREAS, It is now desirable that a portion of the available 1990 M.F.T. Bonds Proceeds be used to pay the costs of one or more projects described within the definition of "Project Purposes"; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works (the "Commissioner") to proceed with the project described below and in Exhibit 1 attached hereto (the "Project") using 1990 M.F.T. Bond Proceeds.

Project Description	Estimated Cost
Project Number 6974	\$75,500

For Location Of Project See Exhibit 1

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

*New Street Construction (Engineering Only).  
(Project Number 6974)*

Yates Boulevard, 92nd Street to 91st Street  
Merrill Avenue, 93rd Street to 92nd Street  
91st Street, Colfax Avenue to Anthony Avenue  
91st Street, State Street to Indiana Avenue  
Yates Boulevard, 89th Street to Anthony Avenue  
Paxton Avenue, 93rd Street to 92nd Street  
Yates Avenue, 94th Street to 93rd Street

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**AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL  
TAX REVENUE BOND FUNDS FOR NEW  
STREET CONSTRUCTION.  
(Project Number 6975)**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax Bond Funds for New Street Construction, Project Number 6975, in the

amount of \$34,500, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Illinois Motor Fuel Tax Law, Ill. Rev. Stat., Ch. 120, Section 417, et seq. (the "Motor Fuel Tax Act"), the City receives from the Department of Revenue of the State of Illinois certain proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law (the "Motor Fuel Tax Revenues"); and

WHEREAS, The City is authorized by Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, Section 7-202, et seq. (the "Use of Motor Fuel Tax Funds Act") to use Motor Fuel Tax Revenue (as defined in this ordinance) for one or more purposes including for the purpose of payment of any municipal indebtedness which may be incurred in connection with the completion of any improvement or maintenance so authorized by that Division, or in the payment or maintenance so authorized by that Division, or in the payment of engineering costs in connection with any such improvement or maintenance ("Project Purposes"); and

WHEREAS, Pursuant to the provisions of the Motor Fuel Tax Revenue Bonds General Ordinance (the "1990 Series Ordinance") and the 1990 Bonds Series Ordinance (the "1990 Series Ordinance"), each adopted by the City Council of the City on November 29, 1990, the City issued its Motor Fuel Tax Revenue Bonds, Series 1990 (the "1990 M.F.T. Bonds") to finance certain costs of improving and maintaining the City's street system as authorized by the Use of Motor Fuel Tax Funds Act, which 1990 M.F.T. Bonds are secured by certain Motor Fuel Tax Revenues; and

WHEREAS, Section 301 of the 1990 Series Ordinance directs that all proceeds of the 1990 M.F.T. Bonds ("1990 M.F.T. Bonds Proceeds") to be used to pay costs of Project Purposes be deposited in a fund to be held by, and disbursed upon the order of, the City Comptroller and designated the "Series 1990 Bonds Project Account" (the 1990 Project Account); and

WHEREAS, It is now desirable that a portion of the available 1990 M.F.T. Bonds Proceeds be used to pay the costs of one or more projects described within the definition of "Project Purposes"; now, therefore,

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

**SECTION 1.** Authority is hereby given to the Commissioner of Public Works (the "Commissioner") to proceed with the project described below and in Exhibit 1 attached hereto ( the "Project") using 1990 M.F.T. Bond Proceeds.

Project Description	Estimated Cost
Project Number 6975	\$34,500

For Location of Project See Exhibit 1

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.**New Street Construction (Engineering Only).  
(Project Number 6975)*

Melvina, Milwaukee to Peterson

Thorndale, Austin to Mason

Medina, Milwaukee to Melvina

Melvina, Rosedale to Peterson

Neenah, Raven to Palatine

Peterson, Milwaukee to Elston

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**AUTHORIZATION FOR APPROPRIATION OF INTEREST EARNED  
ON CITY OF CHICAGO GENERAL OBLIGATION TENDER  
NOTES FOR PURCHASE OF EQUIPMENT FOR  
DEPARTMENT OF POLICE.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the appropriation of interest earned on City of Chicago General Obligation Tender Notes, necessary for the purchase of squad cars for the Department of Police, in the amount of \$4,591,278.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The purchase of necessary equipment for its governmental functions and the management of its finances are matters pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The City Council of the City of Chicago enacted ordinances authorizing the sale of certain General Obligation Tender Notes (collectively, the "Notes") for the purpose of providing for the purchase of certain capital equipment, as follows:

City of Chicago General Obligation Tender Notes, Series 1986C, issued pursuant to an Ordinance providing for the issuance of General Obligation Tender Notes, Series 1986A, B and C, of the City of Chicago, Illinois, adopted February 4, 1986;



City of Chicago General Obligation Tender Notes, Series 1987C, issued pursuant to an Ordinance authorizing the issuance and delivery of General Obligation Tender Notes, Series 1987, of the City of Chicago, Illinois, adopted November 24, 1986;

City of Chicago General Obligation Tender Notes, Series 1988C, issued pursuant to an Ordinance providing for the issuance of General Obligation Tender Notes, Series 1988C, of the City of Chicago, Illinois, adopted May 25, 1988;

City of Chicago General Obligation Equipment Tender Notes, Series 1990C and 1990D, issued pursuant to an Ordinance authorizing the issuance and delivery of General Obligation Equipment Tender Notes, Series 1990C and Series 1990D, of the City of Chicago, Illinois, adopted December 6, 1989;

City of Chicago General Obligation Equipment Tender Notes, Series 1991C, issued pursuant to an Ordinance providing for the issuance of General Obligation Equipment Tender Notes, Series 1991C, of the City of Chicago, Illinois, adopted November 28, 1990; and

WHEREAS, The Treasurer was authorized in each case to deposit the proceeds of the Notes in the appropriate funds of the City of Chicago until such purchases were made; and

WHEREAS, The City of Chicago has earned interest in the amount of \$4,591,278 on invested proceeds of the sale of the Notes; and

WHEREAS, The interest earned on invested proceeds of the sale of the Notes as described herein is not needed to pay the principal, interest or purchase price of the respective Notes and the principal and interest, or purchase price of such Notes that are still outstanding will be paid by taxes levied heretofore and other sources; and

WHEREAS, It is necessary for the good and welfare of the City of Chicago to purchase additional police vehicles, funds for which have not heretofore been appropriated and the funds to provide for the purchase of such vehicles are not otherwise available; now, therefore,

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

SECTION 1. The City Council of the City of Chicago makes the findings and determinations as set forth in the preamble to this ordinance.

SECTION 2. The sum of \$4,591,278 has become available to the City of Chicago from interest earned on invested proceeds of the sale of:

City of Chicago General Obligation Tender Notes, Series 1986C:	\$ 116,598	(Fund No. 444)
City of Chicago General Obligation Tender Notes, Series 1987C:	\$ 519,956	(Fund No. 445)
City of Chicago General Obligation Tender Notes, Series 1988C:	\$ 500,000	(Fund No. 446)
City of Chicago General Obligation Equipment Tender Notes, Series 1990 C & D:	\$ 2,501,644	(Fund No. 447)
City of Chicago General Obligation Equipment Tender Notes, Series 1991C:	\$ 953,080	(Fund No. 448)

**SECTION 3.** There is hereby appropriated from Funds No. 444, 445, 446, 447 and 448, the separate respective amounts set forth in Section 2 hereof for the purchase of additional vehicles for the use of the Department of Police, said amounts being in addition to all amounts heretofore appropriated.

**SECTION 4.** For the purpose of expenditure and accounting control, the appropriations made herein are made in accordance with the standard classification of accounts as provided in Section 2-32-110 of the Municipal Code.

**SECTION 5.** The Comptroller and the heads of all departments and other agencies of the City of Chicago shall administer the amounts appropriated by this ordinance by standard accounts as specified by code numbers and letters, designations of which may be amended by the Comptroller to suit the need of proper classification in accordance with the standard classification of accounts and with the official manual of the City of Chicago issued by the Department of Finance in which are specified the details of items chargeable to the respective accounts.

**SECTION 6.** This ordinance is enacted pursuant to the home rule powers of the City of Chicago and is enacted notwithstanding any other provisions of law. Further, to the extent that any ordinance, resolution, rule, order or provision of the ordinances or the Municipal Code of the City 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 or any separate appropriation from any fund shall be held invalid, the invalidity of such portion shall not affect any other provision of this ordinance.

**SECTION 7.** This ordinance shall be in full force and effect ten days after its passage and publication.

*Action Deferred* -- SERIES OF AMENDMENTS TO 1992  
ANNUAL APPROPRIATION ORDINANCE.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Austin and Alderman Burke, *Deferred* and ordered published:

CHICAGO, December 11, 1991.

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

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance concerning a Series of Amendments to the 1992 Annual Appropriation Ordinance, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1992 as amended is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit A.

SECTION 2. This ordinance shall take effect after its passage and publication.

[Exhibit "A" attached to this ordinance printed on pages 11066 through 11101 of this Journal.]

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COMMITTEE ON ECONOMIC AND  
CAPITAL DEVELOPMENT.

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APPROVAL OF DESIGNATION OF WEST 85TH STREET  
AND SOUTH LAFAYETTE AVENUE BLIGHTED  
COMMERCIAL AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by First Deputy Commissioner of Economic Development Nina Klarich, approving the designation of an area at 85th and Lafayette as a Blighted Commercial Area, begs leave to report and recommend that Your Honorable Body *Pass* said ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

(Continued on page 11102)

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	Local Tax Revenue				
	Compensation - Public Utilities: Commonwealth Edison		74,400,000		0
	Interest Income		16,500,000		14,500,000
	Total Revenue - Corporate Fund		1,689,353,000		1,612,953,000

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	OFFICE OF THE MAYOR -01				
	OFFICE OF THE MAYOR -2005				
	ADMINISTRATIVE-3010				
9617	ADMINISTRATIVE SECRETARY	1	32,448		
	OFFICE OF THE PRESS SECRETARY-3015				
0740	PRESS AIDE I	1	30,938		
	OFFICE OF INTERGOVERNMENTAL AFFAIRS-3020				
9637	ADMINISTRATIVE ASSISTANT	1	24,240		

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	OFFICE OF BUDGET AND MANAGEMENT -05				
	OFFICE OF BUDGET AND MANAGEMENT -2005				
	BUDGET PREPARATION AND EXECUTION-3010				
	OFFICE OPERATIONS-4007				
0302	ADMINISTRATIVE ASSISTANT II	1	24,240		
	REVENUE ANALYSIS-4010				
1124	ASSISTANT BUDGET DIRECTOR	1	68,000		
	ENTERPRISE FUND/CAPITAL BUDGET DEVELOPMENT-3015				
1107	PRINCIPAL BUDGET ANALYST	1	41,460		

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11069

Exhibit "A".

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF PLANNING AND DEVELOPMENT -08				
	DEPARTMENT OF PLANNING AND DEVELOPMENT -2005				
	LESS TURNOVER		150,908		290,000



## Exhibit "A".

(Page 5 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	MAYOR'S OFFICE OF INQUIRY AND INFORMATION-11				
	MAYOR'S OFFICE OF INQUIRY AND INFORMATION-2005				
	GENERAL INFORMATION SERVICES-3005				
9239	ASSISTANT DISTRICT COORDINATOR OF BEAT REPRESENTATION PROGRAM	1	26,700		
9239	ASSISTANT DISTRICT COORDINATOR OF BEAT REPRESENTATION PROGRAM	9	24,240		
9239	ASSISTANT DISTRICT COORDINATOR OF BEAT REPRESENTATION PROGRAM	4	20,952		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	1	45,336		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	1	43,380		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	1	41,460		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	11	39,492		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	5	35,808		
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM	3	32,448		

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	CITY COUNCIL -15				
	CITY COUNCIL -2005				
.9001	FOR EMPLOYMENT OF PERSONNEL AS NEEDED BY ALDERMEN TO PERFORM SECRETARIAL, CLERICAL, STENOGRAPHIC, RESEARCH, INVESTIGATIONS OR OTHER FUNCTIONS RELATED TO THE OFFICE OF ALDERMAN, PROVIDED THAT NO EXPENDITURE SHALL BE MADE FROM THIS ACCT FOR THE PURPOSES ENUMERATED UNLESS THE COMPTROLLER SHALL BE SO AUTHORIZED IN WRITING BY THE CHAIRMAN OF THE COMMITTEE ON FINANCE.		1,163,500		663,500

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF HOUSING -21				
	DEPARTMENT OF HOUSING -2005				
.9127	FOR MULTI FAMILY NEW CONSTRUCTION		1,000,000		

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF CULTURAL AFFAIRS -23				
	DEPARTMENT OF CULTURAL AFFAIRS -2005				
	FINE ARTS DIVISION-3010				
0708	COORDINATOR OF ARTS PROGRAMS	2	35,808	1	35,808
3092	PROGRAM DIRECTOR	2	51,696	1	51,696

## Exhibit "A".

(Page 9 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF FINANCE -27				
	CITY COMPTROLLER -2005				
	AUDITING-3030				
	INTERNAL AUDITING-4100				
0015	SCHEDULE SALARY ADJUSTMENTS.		3,756		
0104	ACCOUNTANT IV	1	43,380		
0149	SUPERVISOR OF AUDITING	1	45,338		
0183	ASSISTANT TO THE COMPTROLLER- FINANCIAL AUDITING	1	51,696		
0192	AUDITOR II	2	39,492		
0192	AUDITOR II	1	29,448		
0193	AUDITOR III	1	43,380		
0193	AUDITOR III	1	32,448		
0184	AUDITOR IV	1	51,696		
0184	AUDITOR IV	1	39,492		
	LESS TURNOVER		288,738		344,840

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF LAW -31				
	DEPARTMENT OF LAW -2005				
	ADMINISTRATION-3005				
1672	LEGAL MANAGEMENT SERVICES ADMINISTRATOR	1	61,668		
	LITIGATION-3010				
1643	ASSISTANT CORPORATION COUNSEL	1	32,448		
	TORTS-3020				
1643	ASSISTANT CORPORATION COUNSEL	2	32,448	1	32,448
	REVENUE AND TAX-3025				
1643	ASSISTANT CORPORATION COUNSEL	1	34,428		
	TRANSACTIONS-3030				
1643	ASSISTANT CORPORATION COUNSEL	2	32,448	1	32,448

## Exhibit "A".

(Page 11 Of 36)

## CORRECTIONS AND REVISIONS OF 1982 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF PERSONNEL -33				
	DEPARTMENT OF PERSONNEL -2005				
	CONSULTING AND TRAINING SVCS SERVICES-3040				
0015	SCHEDULE SALARY ADJUSTMENTS.		5,423		
0302	ADMINISTRATIVE ASSISTANT II	1	19,944		
0430	CLERK III	1	21,972		
0805	SECRETARY	1	18,084		
1341	PERSONNEL ASSISTANT II	1	24,240		
1375	DEPUTY COMMISSIONER OF PERSONNEL	1	60,180		
1382	PERSONNEL ANALYST II	1	54,024		
1392	PERSONNEL ANALYST II	1	39,492		
1393	PERSONNEL ANALYST III	2	47,384		
1393	PERSONNEL ANALYST III	1	45,336		
1393	PERSONNEL ANALYST III	1	41,460		
3534	CLINICAL THERAPIST III	1	37,580		
3534	CLINICAL THERAPIST III	1	34,116		

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF GENERAL SERVICES -38				
	BUREAU OF FACILITIES MANAGEMENT -2015				
.0140	PROFESSIONAL AND TECHNICAL SERVICES		4,973,977		4,000,000
	FACILITIES MANAGEMENT-3035				
	BUILDING MAINTENANCE-4035				
4223	CUSTODIAL WORKER	30	1,783.00M	15	1,783.00 M



## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF GENERAL SERVICES -38				
	BUREAU OF PUBLIC ENGINEERING -2040				
.0160	REPAIR OR MAINTENANCE OF PROPERTY		536,600		400,000
.0340	MATERIAL AND SUPPLIES		580,000		400,000

## Exhibit "A".

(Page 14 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF FLEET MANAGEMENT -40				
	DEPARTMENT OF FLEET MANAGEMENT -2035				
	LESS TURNOVER		517,262		900,000

## Exhibit "A".

(Page 15 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF HEALTH -41				
	DEPARTMENT OF HEALTH -1005				
.0020	OVERTIME		48,904		40,000
.0342	DRUGS, MEDICAL AND CHEMICAL MATERIALS AND SUPPLIES		2,898,035		2,500,000
	LESS TURNOVER		1,715,115		6,300,000

## Exhibit "A".

(Page 16 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
.0021	HOLIDAY PREMIUM PAY		5,000,000		4,750,000
.0022	CONTRACT COSTS		18,200,000		17,300,000
.0088	FURLOUGH BUY-BACK AND HOLIDAY PREMIUM PAY FOR SERGEANTS, LIEUTENANTS AND CAPTAINS		3,020,000		2,800,000
.0091	UNIFORM ALLOWANCE		11,700,000		11,200,000
	ADMINISTRATION DEPARTMENTAL-3005				
0805	SECRETARY	1	18,084		
0823	SENIOR STENOGRAPHER	1	14,964		
9171	SERGEANT	3	48,164		
	OFFICE OF PROFESSIONAL STANDARDS-3010				
0430	CLERK III	3	16,404	2	16,404
9182	INVESTIGATOR-OPS II	1	32,448		
9183	INVESTIGATOR-OPS I	1	29,448		
	ADMINISTRATION SERVICES-3015				
0302	ADMINISTRATIVE ASSISTANT II	1	19,944		
	TRAINING SECTION-3021				
0429	CLERK II	1	14,964		
	FINANCE DIVISION-3025				
0103	ACCOUNTANT III	1	28,032		
	PERSONNEL DIVISION-3030				
0430	CLERK III	1	16,404		

## Exhibit "A".

(Page 17 Of 36)

## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
0664	DATA ENTRY OPERATOR	2	16,404		
0826	PRINCIPAL TYPIST	1	16,404		
1382	PERSONNEL TECHNICIAN II	1	23,028		
3134	MEDICAL TECHNOLOGIST II	2	25,416		
3603	OCCUPATIONAL HEALTH NURSE	8	29,316		
9173	LIEUTENANT	2	55,428		
	DATA SYSTEMS-3040				
	POLICE OPERATIONS-4015				
0669	REMOTE TERMINAL OPERATOR	3	16,404		
	TELECOMMUNICATION/SOFTWARE-4020				
1122	TELECOMMUNICATIONS SPECIALIST	2	26,700		
1168	SYSTEMS ENGINEER	1	28,032		
	RESEARCH AND DEVELOPMENT-3047				
0832	WORD PROCESSING OPERATOR II	1	18,084		
	RECORDS SECTION-3051				
	RECORDS INQUIRY SECTION-4203				
0429	CLERK II	11	14,964		
	RECORDS PROCESSING SECTION-4204				
0669	REMOTE TERMINAL OPERATOR	3	16,404		
0836	SENIOR TYPIST	3	14,984		
9010	ASSISTANT SUPERVISOR OF POLICE RECORDS PROCESSING	1	26,700		

## Exhibit "A".

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
	FIELD INQUIRY SECTION-4205				
0429	CLERK II	1	14,964		
0669	REMOTE TERMINAL OPERATOR	2	16,404		
9187	WARRANT AND EXTRADITION AIDE	7	21,972	1	21,972
	POLICE IDENTIFICATION SECTION-4206				
0303	ADMINISTRATIVE ASSISTANT III	1	24,240		
0429	CLERK II	8	14,964		
0669	REMOTE TERMINAL OPERATOR	5	16,404	2	16,404
0838	SENIOR TYPIST	2	14,964		
9173	LIEUTENANT	1	53,772		
9214	FINGERPRINT TECHNICIAN I	8	16,404	2	16,404
9225	FINGERPRINT TECHNICIAN III	2	24,240		
9228	LATENT FINGER PRINT EXAMINER	2	19,944		
	PROFESSIONAL COUNSELING SERV SERVICE-3055				
3533	CLINICAL THERAPIST II	1	25,416		
	SPECIAL POLICE SERVICES-3125				
0430	CLERK III	1	16,404		
	MOTOR MAINTENANCE DIVISION-3210				
0301	ADMINISTRATIVE ASSISTANT I	1	16,404		
0429	CLERK II	1	14,964		
0430	CLERK III	1	16,404		
	ELECTRONICS MAINTENANCE-3215				
0828	PRINCIPAL TYPIST	1	16,404		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
1819	CHIEF STOREKEEPER	1	29,448		
4238	PROPERTY CUSTODIAN	5	18,084		
	COMMUNICATION-3220				
	ADMINISTRATION COMMUNICATION-4050				
0664	DATA ENTRY OPERATOR	4	16,404		
1734	STATISTICIAN	1	21,972		
	COMMUNICATION OPERATIONS SECTION-4055				
9171	SERGEANT	5	36,174		
	CRIME LABORATORY DIVISION-3225				
0429	CLERK II	3	14,964	2	14,964
0915	SUPERVISOR OF POLICE PHOTO LABORATORY	1	29,448		
9244	CRIMINALIST I	6	23,028		
9245	CRIMINALIST II	5	28,032	1	28,032
	DETECTIVE DIVISION-3245				
	ADMINISTRATION DETECTIVE DIVISION-4060				
0430	CLERK III	1	16,404		
0805	SECRETARY	1	18,084		
	AREA CRIMINAL INVESTIGATION-4065				
0429	CLERK II	1	14,964		
0430	CLERK III	2	16,404		
0669	REMOTE TERMINAL OPERATOR	10	16,404		
9185	POLICE OFFICER (ASSIGNED AS DETECTIVE)	87	31,308		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
	SPECIAL ACTIVITY GROUP-4070				
0430	CLERK III	1	16,404		
0826	PRINCIPAL TYPIST	1	16,404		
9161	POLICE OFFICER	1	29,496		
	ADMINISTRATION YOUTH DIVISION-3251				
	ADMINISTRATION YOUTH DIVISION-4210				
0414	INQUIRY AIDE II	18	16,404		
0430	CLERK III	2	16,404		
0664	DATA ENTRY OPERATOR	6	16,404		
	AREA YOUTH-4215				
0669	REMOTE TERMINAL OPERATOR	3	16,404		
9187	POLICE OFFICER (ASSIGNED AS YOUTH OFFICER)	88	43,140	63	43,140
9171	SERGEANT	3	46,164		
	ORGANIZED CRIME-3255				
	ADMINISTRATION ORGANIZED CRIME-4075				
0101	ACCOUNTANT I	1	23,028		
0179	ACCOUNTING CLERK	1	18,084		
0430	CLERK III	8	16,404		
0431	CLERK IV	5	19,944		
0669	REMOTE TERMINAL OPERATOR	2	16,404		
	NARCOTICS-4080				
0430	CLERK III	2	16,404		



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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
0664	DATA ENTRY OPERATOR	2	16,404		
0669	REMOTE TERMINAL OPERATOR	1	16,404		
9161	POLICE OFFICER	62	29,496		
	INTELLIGENCE DIVISION-4090				
0429	CLERK II	1	14,964		
0430	CLERK III	1	16,404		
	PATROL DIVISION ADMINISTRATION-3260				
	MAJOR ACCIDENT INVESTIGATION-4036				
0429	CLERK II	5	14,964		
	TRAFFIC COURT-4041				
0429	CLERK II	5	14,964		
	TRAFFIC ENFORCEMENT-4046				
0429	CLERK II	1	14,964		
	ADMINISTRATION-PATROL DIVISION-4095				
0429	CLERK II	4	14,964		
	DISTRICT LAW ENFORCEMENT-4100				
0302	ADMINISTRATIVE ASSISTANT II	81	19,944		
0303	ADMINISTRATIVE ASSISTANT III	25	24,240		
0429	CLERK II	22	14,964	2	14,964
0430	CLERK III	8	16,404	3	16,404
0838	SENIOR TYPIST	15	14,964	5	14,964
0838	SENIOR TYPIST	5	20,952	4	20,952
0838	SENIOR TYPIST	2	23,028	1	23,028
9161	POLICE OFFICER	134	29,496		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
9164	POLICE OFFICER (ASSIGNED AS PATROL SPECIALIST)	95	43,140	36	43,140
9171	SERGEANT	34	46,164		
9173	LIEUTENANT	27	55,428		
9175	CAPTAIN	10	62,484		
9175	CAPTAIN	1	60,792		
	PREVENTIVE SERVICES-4102				
0836	SENIOR TYPIST	2	14,964		
	LOOP INTERSECTION CONTROL-4126				
0429	CLERK II	2	14,964		
0430	CLERK III	1	16,404		
9112	TRAFFIC CONTROL AIDE	28	19,944		
	TRAFFIC SAFETY & TRAINING-4134				
0684	DATA ENTRY OPERATOR	1	16,404		
	GENERAL SUPPORT-3270				
	AUTOMOTIVE POUNDS-4145				
0431	CLERK IV	4	19,944		
0664	DATA ENTRY OPERATOR	3	16,404		
0836	SENIOR TYPIST	6	14,964		
	POLICE DOCUMENT SERVICES-4150				
4238	PROPERTY CUSTODIAN	2	18,084		
4239	SUPERVISING PROPERTY CUSTODIAN	2	19,944		
	CENTRAL DETENTION-4155				
9122	DETENTION AIDE	2	21,972		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF POLICE -57				
	DEPARTMENT OF POLICE -1005				
	EQUIPMENT AND SUPPLIES-4160				
4238	PROPERTY CUSTODIAN	2	18,084		
	REPRODUCTION AND GRAPHIC ARTS-4165				
0430	CLERK III	1	16,404		
0914	SUPERVISOR OF POLICE AUDIO AND VISUAL SERVICES	1	29,448		
	SPECIAL FUNCTIONS DIVISION-3280				
	SPECIAL FUNCTIONS DIVISION-4106				
0430	CLERK III	2	16,404		
0836	SENIOR TYPIST	1	14,964		
	GANG CRIMES SECTION-4111				
0430	CLERK III	1	16,404		
0823	SENIOR STENOGRAPHER	1	14,964		
0836	SENIOR TYPIST	1	14,964		
9161	POLICE OFFICER	103	29,486		
9171	SERGEANT	2	46,164		
9173	LIEUTENANT	2	55,428		
	PUBLIC HOUSING SECTION-4116				
9161	POLICE OFFICER	9	29,486		
	PUBLIC TRANSPORTATION-4121				
9161	POLICE OFFICER	12	29,486		
	LESS TURNOVER		16,900,000		18,900,000

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	FIRE DEPARTMENT -59				
	FIRE DEPARTMENT -2005				
	FIRE SUPPRESSION AND RESCUE-3010				
	FIELD OPERATIONS-4025				
8731	FIREFIGHTER	115	31,308	93	31,308
8731	FIREFIGHTER	222	33,108	177	33,108
8733	FIRE ENGINEER	37	41,562	14	41,562
8735	LIEUTENANT	23	46,164	10	46,164
8735	LIEUTENANT	182	47,688	170	47,688
8737	CAPTAIN	17	53,772	14	53,772
	FIRE PREVENTION-3015				
8731	FIREFIGHTER	15	29,498		
	LESS TURNOVER		6,593,787		7,957,739

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF BUILDINGS -67				
	DEPARTMENT OF BUILDINGS -2005				
.0528	DEMOLITION		250,000		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF CONSUMER SERVICES -71				
	DEPARTMENT OF CONSUMER SERVICES -2005				
	LESS TURNOVER		177,828		340,000

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF ENVIRONMENT -72				
	DEPARTMENT OF ENVIRONMENT -2005				
	LESS TURNOVER		48,954		250,000

12/11/91

REPORTS OF COMMITTEES

11093

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	COMMISSIONER'S OFFICE -2005				
	LESS TURNOVER		68,000.		150,000



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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	ADMINISTRATIVE SERVICES DIVISION -2006				
	LESS TURNOVER		151,530		201,530

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF SANITATION -2020				
.0019	MTD CHARGES		21,800,000		20,800,000
.0020	OVERTIME		4,442,276		4,100,000
.0157	RENTAL OF EQUIPMENT AND SERVICES		3,264,570		2,300,000
	SOLID WASTE COLLECTION-3050				
	BULK COLLECTION-4026				
6324	LABORER	50	14.62H		
	TIRE COLLECTION-4029				
6324	LABORER	7	14.62H		
	LOT CLEANING-3061				
6324	LABORER	6	14.62H		
	LESS TURNOVER		2,104,848		2,254,848

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF RODENT CONTROL -2025				
	VECTOR CONTROL-3072				
	VECTOR SERVICES-4173				
0015	SCHEDULE SALARY ADJUSTMENTS.		4,761		
0302	ADMINISTRATIVE ASSISTANT II	1	21,972		
0430	CLERK III	1	20,952		
0430	CLERK III	3	17,208		
3523	COMMUNITY AIDE I	1	19,944		
3525	COMMUNITY AIDE III	4	28,032		
3525	COMMUNITY AIDE III	2	26,700		
6324	LABORER	36	14,624		
8101	ASSISTANT DIRECTOR OF RODENT CONTROL SERVICES	1	37,560		
8165	DISTRICT SUPERVISOR OF RODENT CONTROL	1	45,336		
8165	DISTRICT SUPERVISOR OF RODENT CONTROL	2	41,460		
8165	DISTRICT SUPERVISOR OF RODENT CONTROL	1	39,492		
8166	ASSISTANT DISTRICT SUPERVISOR OF RODENT CONTROL	1	37,560		
8166	ASSISTANT DISTRICT SUPERVISOR OF RODENT CONTROL	1	32,448		
8166	ASSISTANT DISTRICT SUPERVISOR OF RODENT CONTROL	2	26,700		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF FORESTRY -2060				
.0019	MTD CHARGES		3,206,676		1,600,000
	FORESTRY SUPPORT-3128				
	OPERATIONAL SUPPORT-4047				
7915	ASSISTANT FORESTRY SUPERVISOR	1	34,116		
7915	ASSISTANT FORESTRY SUPERVISOR	1	32,448		
7916	FORESTRY SUPERVISOR	1	34,116		
7924	ASSISTANT GENERAL SUPERINTENDENT OF FORESTRY AND PARKWAYS	2	49,440		
7945	CITY FORESTER	3	23,028	1	23,028
7947	PRINCIPAL CITY FORESTER	2	45,336	1	45,336
7972	TREE TRIMMER I	25	13.46H	10	13.46 H
7973	TREE TRIMMER II	11	14.19H	5	14.19 H
	FORESTRY OPERATIONS-3136				
	TREE TRIMMING-4063				
7972	TREE TRIMMER I	32	13.46H	16	13.46 H
7973	TREE TRIMMER II	34	14.19H	17	14.19 H
	BEAUTIFICATION-3141				
	BOULEVARD MAINTENANCE-4073				
0015	SCHEDULE SALARY ADJUSTMENTS.		3,449		
7916	FORESTRY SUPERVISOR	1	43,380		
7972	TREE TRIMMER I	19	13.46H		
7975	DISTRICT TREE FOREMAN	1	30,936		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF FORESTRY -2060				
7975	DISTRICT TREE FOREMAN	2	29,448		
7975	DISTRICT TREE FOREMAN	1	28,032		
	MTD ALLOCATION-3406				
7183	MOTOR TRUCK DRIVER	11	18.50H	6	18.50 H
7183	MOTOR TRUCK DRIVER	72	18.05H	36	18.05 H
7185	FOREMAN OF MOTOR TRUCK DRIVERS	3	18.70H	2	18.70 H

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	CHICAGO DEPARTMENT OF TRANSPORTATION -84				
	OFFICE OF HIGHWAYS AND BRIDGES -2035				
	BUREAU OF BRIDGES-3095				
	REPAIRS AND MAINTENANCE-4245				
4301	CARPENTER	5	21.65H		
4302	CARPENTER APPRENTICE	2	21.65H		
4401	BRICKLAYER	7	22.16H		
4465	TUCK POINTER	3	21.85H		
4526	GENERAL FOREMAN OF GENERAL TRADES	2	4,662.66M		
4545	MAINTENANCE INSPECTOR	1	29,448		
4566	GENERAL FOREMAN OF CONSTRUCTION LABORERS	1	22.14H		
4634	PAINTER	4	20.70H		
4834	BRIDGE AND STRUCTURAL IRON WORKER	19	20.59H		
4836	FOREMAN OF BRIDGE AND STRUCTURAL IRONWORKERS	2	22.09H		
4838	GENERAL FOREMAN OF BRIDGE AND STRUCTURAL IRONWORKERS	1	4,088.93M		
5040	FOREMAN OF ELECTRICAL MECHANICS	1	24.15H		
6674	MACHINIST	8	21.80H		
6676	FOREMAN OF MACHINISTS	2	22.80H		
6677	MACHINIST SUB-FOREMAN	2	22.80H		
7183	MOTOR TRUCK DRIVER	4	18.05H		
7633	HOISTING ENGINEER	3	20.95H		
7635	FOREMAN OF HOISTING ENGINEERS	1	24.65H		
8246	FOREMAN OF CONSTRUCTION LABORERS	3	18.85H		
9411	CONSTRUCTION LABORER	12	18.00H		

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	NUMBER	STRIKE	ADD
			AMOUNT	NUMBER
	CHICAGO DEPARTMENT OF TRANSPORTATION -84			
	OFFICE OF MASS TRANSIT -2045			
	PLANNING AND PROJECT DEVELOPMENT-3245			
0015	SCHEDULE SALARY ADJUSTMENTS.		7,303	
0190	ACCOUNTING TECHNICIAN II	1	34,118	
0832	WORD PROCESSING OPERATOR II	1	26,700	
1401	CITY PLANNER I	1	24,240	
1402	CITY PLANNER II	1	29,448	
1403	CITY PLANNER III	1	29,448	
1404	CITY PLANNER IV	1	43,380	
1404	CITY PLANNER IV	1	30,936	
1405	CITY PLANNER V	1	37,560	
1408	PLANNING ASSISTANT	1	25,418	
1413	SUPERVISING TRANSPORTATION PLANNER	1	38,492	
1444	COORDINATOR OF CAPITAL IMPROVEMENTS	1	49,440	
5613	CIVIL ENGINEER III	1	37,560	

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## CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

## 100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	FINANCE GENERAL -99				
	OTHER OPERATING EXPENSES -2005				
.0029	FOR HEALTH MAINTENANCE ORGANIZATION PREMIUMS (HMO) PROVIDED TO ELIGIBLE EMPLOYEES AND THEIR FAMILIES		26,437,000		24,100,000
.0042	COSTS OF CLAIMS AND ADMINISTRATION FOR HOSPITAL AND MEDICAL CARE PROVIDED TO ELIGIBLE EMPLOYEES		95,096,000		88,981,023
.0043	FOR THE HMO PREMIUMS OR COST OF CLAIMS AND ADMINISTRATION FOR HOSPITAL AND MEDICAL CARE PROVIDED TO POLICE AND FIRE DEPARTMENT SWORN PERSONNEL ON DUTY OR OCCUPATIONAL DISEASE (FIRE DEPARTMENT) DISABILITY PENSION AND THEIR DEPENDENTS; AND FOR THE SPOUSES AND DEPENDENTS OF POLICE AND FIRE DEPT. SWORN PERSONNEL KILLED OR FATALLY INJURED IN THE PERFORMANCE OF THEIR DUTIES.		4,000,000		3,800,000
.0051	CLAIMS UNDER UNEMPLOYMENT INSURANCE ACT		4,891,431		6,800,000
.0056	FOR THE COST OF CLAIMS AND ADMINISTRATION OR PREMIUMS FOR A COINSURED DENTAL PLAN FOR EMPLOYEES		8,946,000		8,500,000
.0140	PROFESSIONAL AND TECHNICAL SERVICES		3,019,000		2,200,000
.0939	FOR THE REIMBURSEMENT AND COST OF ADMINISTRATION OF CONDOMINIUM AND COOPERATIVE GARBAGE FEES TO BE PAID PURSUANT TO CLAIMS MADE FOR REIMBURSEMENT PRESENTED TO THE CITY COUNCIL (ALL CLAIMS SHALL BE PAID PURSUANT TO ORDER OF THE CITY COUNCIL).....		3,000,000		
.9078	CITY'S CONTRIBUTION TO MEDICARE TAX		4,937,000		4,600,000
.9093	FOR DEVELOPMENT OF A CITYWIDE INFRA-STRUCTURE INVENTORY SYSTEM: TO BE EXPENDED UNDER THE DIRECTION OF THE BUDGET DIRECTOR		950,000		



(Continued from page 11065)

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission of the City of Chicago, hereinafter referred to as the "Commission", is authorized by Chapter 2-124-010 of the Municipal Code of the City of Chicago to designate Blighted Commercial Areas; and

WHEREAS, The Commission approved Resolution No. 91-CDDC-25 on December 3, 1991, designating the 85th-Lafayette Blighted Commercial Area; and

WHEREAS, The Chairman of the Commission has transmitted a certified copy of said resolution to this body which is attached hereto and incorporated herein by this reference; now, therefore,

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

SECTION 1. The designation of the 85th-Lafayette Blighted Commercial Area is hereby approved.

The legal description of the 85th-Lafayette Blighted Commercial Area is as follows:

beginning at the intersection of the north line extended of Lot 13 in State Sub. of the north 5 acres of 5.50 acres of the east half of the southeast quarter of Section 33, Township 38, Range 14, and the center line of South Lafayette Avenue; thence southerly along said center line

to its intersection with the center line of West 85th Street; thence westerly along said center line to its intersection with the former center line of the vacated 16-foot alley parallel to and first east of South LaSalle Street; thence northerly along said former center line to its intersection with the north line extended of Lot 25 in State Sub. of the north 5 acres of 5.50 acres of the east half of the southeast quarter of Section 33, Township 38, Range 14; thence easterly along said north line extended eastward to the point of beginning, all in the City of Chicago, County of Cook and State of Illinois.

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

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APPROVAL OF CLASS 7 TAX ABATEMENT STATUS FOR  
COMMERCIAL DEVELOPMENT PROJECT AT  
WEST 85TH STREET AND SOUTH  
LAFAYETTE AVENUE.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by First Deputy Commissioner of Economic Development Nina Klarich, recommending the submission of an application for Class 7 tax abatement status for a commercial development to be undertaken by Humana Health Plans, Inc., begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit authorized by the Illinois Constitution of 1970 to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare, the power to incur debt, and the power to tax; and

WHEREAS, The City Council of the City of Chicago has declared the existence of commercial and residential areas which are presently blighted, where a major portion of the area is detrimental to the health, safety and welfare of the occupants and the municipal community, and which necessitate a disproportionate expenditure of public funds for crime prevention, public health and safety, fire and accident prevention and other public services and facilities, and which fail to produce a proper share of taxes or provide local employment commensurate with the capacity of said areas; and

WHEREAS, The Commercial District Development Commission was created on May 8, 1975, by Ordinance of the City Council of the City of Chicago, to provide for the eradication and elimination of blighted commercial areas and the rehabilitation and redevelopment of said areas for commercial purposes; and

WHEREAS, The Commercial District Development Commission pursuant to Resolution No. 91-CDDC-25, adopted on December 3, 1991, designated Blighted Commercial Area 85th-Lafayette and determined said area to be in need of rehabilitation and redevelopment; and

WHEREAS, The City Council of the City of Chicago by ordinance adopted on December 11, 1991, approved said Resolution of the Commercial District

Development Commission which designated and determined said area a blighted area in need of rehabilitation and redevelopment; and

WHEREAS, Lack of viable commercial buildings within the 85th-Lafayette area contributes to substantial unemployment in said area; and

WHEREAS, The development of new structures within the 85th-Lafayette area would improve the economic well-being of the County of Cook and the City of Chicago by increasing the level of economic activities, employment opportunities and the real property tax base; and

WHEREAS, As a result of the blighted or depressed condition of the 85th-Lafayette area, the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development, and public assistance and encouragement of such private enterprises are needed; and

WHEREAS, The Cook County Board of Commissioners on May 19, 1986 adopted "An Ordinance Amending the Real Property Assessment Classification Ordinance, as Amended" for the purpose, in pertinent part, of encouraging and assisting new development of commercial structures in areas that are depressed or blighted; and

WHEREAS, Humana Health Plans, Inc. requests the support of the City of Chicago for its application for Class 7 certification for its 85th-Lafayette Medical Center project (the "commercial development project") within the 85th-Lafayette area pursuant to the Cook County Assessment Ordinance; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby finds as follows:

A. The commercial development project is located within the 85th-Lafayette Blighted Commercial Area, which had been duly designated and determined a blighted area in need of rehabilitation and redevelopment by the Commercial District Development Commission pursuant to Resolution No. 91-CDDC-25 adopted on December 3, 1991, which Resolution was approved by the City Council of the City of Chicago on December 11, 1991; and

B. Real estate taxes within the 85th-Lafayette area have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; and

C. There is a reasonable expectation that the redevelopment of the commercial development project is viable and likely to go forward on a

reasonably timely basis if Class 7 designation is granted pursuant to the provisions of the Cook County Assessment Ordinance and will therefore result in the economic enhancement of the 85th-Lafayette area; and

D. Certification of the commercial development project for Class 7 designation will materially assist development of the 85th-Lafayette area and such commercial development would not go forward without the full incentive offered under such certification; and

E. Certification of the commercial development project for Class 7 designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the 85th-Lafayette area.

SECTION 2. Based upon the findings contained in Section 1. hereof the City Council of the City of Chicago recommends to the Cook County Assessor that the 85th-Lafayette area constitutes an area in need of commercial development and that the City Council of the City of Chicago further supports and consents to the Class 7 application of Humana Health Plans, Inc. to the Cook County Assessor pursuant to the Cook County Assessment Ordinance.

SECTION 3. The Commissioner of the Department of Planning is hereby authorized and directed to deliver a certified copy of this ordinance to the Cook County Assessor and to furnish such additional information as may be required in connection with the application of the Humana Health Plans, Inc. for certification of the 85th-Lafayette Medical Center project for Class 7 designation, as an "area in need of commercial development".

SECTION 4. This ordinance shall be in full force and effect immediately upon the passage hereof.

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**BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED  
TO ENTER NON-CASH BIDS ON BEHALF OF CITY FOR  
ACQUISITION OF CERTAIN TAX DELINQUENT  
PROPERTIES FOR IMPLEMENTATION OF  
MADISON-CICERO REDEVELOPMENT  
PLAN.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by First Deputy Commissioner of Economic Development Nina Klarich, authorizing the City to request that the County of Cook enter non-cash bids in tax scavenger proceedings on properties located at 4632 -- 4636, 4638 -- 4642, 4644 -- 4650, 4656, 4658, 4660, 4635 -- 4637, 4722, 4724, 4730 -- 4740, and 4742 West Madison Street, and 19 -- 33 North Cicero Avenue to facilitate the implementation of the Madison-Cicero Redevelopment Plan, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute toward the decline of commercial and industrial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health, prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Illinois Revenue Act provides that the County may enter non-cash bids on tax delinquent properties on the behalf of the City of Chicago; and

WHEREAS, The Board of Commissioners of Cook County has established a process for making non-cash bids at the request of the City and then transferring the County's interest in the properties so acquired to the City for the purpose of redevelopment; and

WHEREAS, The City seeks to acquire the tax delinquent properties described on the attached Exhibit A in accordance with the provisions of the Illinois Revenue Act, and to assemble them with other properties for commercial and industrial redevelopment; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter non-cash bids on those parcels identified on Exhibit A and to assign its interest in those parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development of the City of Chicago, or his successor, is authorized to provide the Board with all necessary and required information to assure the entering of the non-cash bids and the assignment of the County's interest in the parcels to the City. The Commissioner may delete from Exhibit A those parcels which, in the discretion of the Commissioner, are no longer appropriate or advantageous for acquisition by the City.

SECTION 3. No parcel identified on Exhibit A shall be conveyed by the City until the City Council has approved the terms and conditions of the conveyance.

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

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

*Exhibit "A".*

Permanent Index Number	Address
	Madison-Cicero
16-10-329-020	4632 -- 4636 West Madison Street
16-10-329-019	4638 -- 4642 West Madison Street
16-10-329-018	4644 -- 4650 West Madison Street
16-10-329-015	4656 West Madison Street
16-10-329-014	4658 West Madison Street
16-10-329-013	4660 West Madison Street
16-10-329-012	4635 -- 4637 West Madison Street
16-10-329-008	4722 West Madison Street
16-10-328-024	4724 West Madison Street
16-10-328-023	4730 -- 4740 West Madison Street
16-10-328-020	4742 West Madison Street
16-10-328-019	19 -- 33 North Cicero Avenue
16-10-328-030	



BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED  
TO ENTER NON-CASH BIDS ON BEHALF OF CITY FOR  
ACQUISITION OF CERTAIN TAX DELINQUENT  
PROPERTIES UNDER CHICAGO TAX  
REACTIVATION PROGRAM FOR  
PROJECT DEVELOPMENT BY  
BACK OF THE YARDS  
NEIGHBORHOOD  
COUNCIL.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by First Deputy Commissioner of Economic Development Nina Klarich, authorizing the city to request that the County of Cook enter non-cash bids in tax scavenger proceedings on properties located at 4500, 4504 and 4506 South McDowell Avenue and at 1408 and 1410 West 45th Street to facilitate a project to be developed by the Back of the Yards Neighborhood Council, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute to the decline of commercial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health, prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Illinois Revenue Act provides that the County may enter non-cash bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating new industry and jobs for its residents; and

WHEREAS, The Department of Economic Development has found the developer identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring those parcels of property identified on Exhibit A for conveyance to the qualified developer in furtherance of the Program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter non-cash bids on those parcels identified on Exhibit A ("Parcels") and to assign its interest in the Parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is authorized to provide the Board with all necessary and

required information to assure the entering of the non-cash bids and the assignment of the County's interest in the Parcels to the City. The Commissioner may delete from Exhibit A those Parcels which, in the discretion of the Commissioner, are no longer appropriate or advantageous for acquisition by the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute a redevelopment agreement and all other documents which may be required or necessary to implement the intent and objectives of the Program with the developer listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Department of Economic Development is directed to provide annual status reports to the Cook County Department of Economic Development for a period of five years on each Parcel for which a non-cash bid was successfully entered.

SECTION 5. The Corporation Counsel or his designee is authorized to take all necessary steps to obtain tax deeds for the Parcels. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcels. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's No Cash Bid Program, including petitioning the Circuit Court to declare a sale in error for those Parcels which should not have been offered for sale.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Parcels to the approved developer, subject to the approval of the Corporation Counsel.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

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

*Exhibit "A".*

Developer	Permanent Index Number	Address
Back of the Yards Neighborhood Council	20-05-305-030	4500 South McDowell Avenue
	20-05-305-031	4504 South McDowell Avenue

Developer	Permanent Index Number	Address
	20-05-305-032	4506 South McDowell Avenue
	20-05-305-033	1408 West 45th Street
	20-05-305-034	1410 West 45th Street

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COMMITTEE ON HEALTH.

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CHICAGO-AREA CONGRESSIONAL DELEGATION URGED TO  
DRAFT AND ENACT LEGISLATION TO IMPROVE QUALITY  
OF LIFE FOR RESIDENTS OF CHICAGO  
AND ALL AMERICAN CITIES.

The Committee on Health submitted the following report:

CHICAGO, December 9, 1991.

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

Your Committee on Health, having had under consideration a resolution introduced by Alderman Ed H. Smith (28th Ward) memorializing the Chicago-area Congressional delegation to join their colleagues in the work of the Urban Caucus to draft and enact legislation to preserve the future of Chicago and all American Cities and the health and well-being of their residents, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution, which is transmitted herewith.

This recommendation was approved in committee by all members present with no dissenting votes.

Respectfully submitted,

(Signed) ED H. SMITH,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The urban areas of the United States are citadels of civilization, worthy of preservation and support; and

WHEREAS, The City of Chicago and its surrounding suburban neighbors exemplify a world-class metropolis seeking to provide an excellent quality of life and outstanding services to its residents; and

WHEREAS, The social problems confronting Chicago include a census undercount, A.I.D.S., homelessness, an aging infrastructure, infant mortality, domestic violence, substance abuse, crime and forced hospital closings; and

WHEREAS, These problems are escalating in intensity in Chicago and in cities across the nation, with decreased attention and commitment from the federal government; and

WHEREAS, The newly formed United States Congressional Caucus is devoted to addressing the concerns of the nation's large and small cities and their suburban counterparts in a comprehensive and concerted fashion; and

WHEREAS, The Congressional Urban Caucus is determined to build federal support to buttress the heroic efforts of United States cities to survive; now, therefore,

*Be It Resolved*, That we, the Chicago City Council, hereby memorialize the members of the Chicago-area Congressional delegation to join their colleagues in the work of the Urban Caucus to draft and enact legislation to preserve the future of Chicago and all American cities and the health and well-being of their residents.

**COMMITTEE ON PARKS AND RECREATION.**

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CHICAGO PARK DISTRICT BOARD OF COMMISSIONERS  
REQUESTED TO PREPARE REPORT ON RECREATIONAL  
AND CULTURAL PROGRAMS PLANNED FOR CHICAGO  
SCHOOL CHILDREN DURING SCHOOL  
HOLIDAY RECESSES.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Parks and Recreation, having had under consideration a resolution referred November 14, 1991 (amended in Committee December 6, 1991), by Alderman Eugene Schuler (47th Ward) and Alderman Mary Ann Smith (48th Ward) calling on the Board of Commissioners of the Chicago Park District to prepare and present an annual report on recreation and cultural programming planned for Chicago's children during school holiday recesses, begs leave to recommend that Your Honorable Body *Adopt* the proposed amended resolution transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

**WHEREAS**, The children of Chicago are its most precious resource; and

**WHEREAS**, These children are often at risk of violence from or recruitment by gangs, particularly when they are not in school, and when there are no safe alternatives available; and

**WHEREAS**, It is a fact that in many households throughout Chicago, both parents must work during the day, or if the household is headed by a single parent, then that single parent must work, and therefore must depend heavily upon the schools to take care of their children during the daytime; and

**WHEREAS**, During the holiday school recesses, the schools are closed and do not provide this alternative; and

**WHEREAS**, It is essential for the welfare of Chicago's children that during such times as the schools are closed there be meaningful recreational and arts programming available at secure locations such as park fieldhouses, so that these children may be provided with alternatives; and

**WHEREAS**, Chicago's parks are often understaffed during holidays, when the reverse should obtain; now, therefore,

*Be It Resolved*, That the Board of Commissioners of the Chicago Park District is hereby requested to prepare and present a report to the Chicago City Council Committee on Parks and Recreation, said report to detail the Park District's plan for providing recreational and cultural programming during the upcoming holidays, and for all holidays thereafter until the next scheduled report, for the hours of 9:00 A.M. to 5:30 P.M. each day, said report to be presented to this body annually no later than 1 November of each year; and

*Be It Further Resolved*, That this report shall detail any and all locations where continuous recreational and cultural programming will be available to children during the hours of 9:00 A.M. to 5:30 P.M., and the type of staff supervision that will be provided; and

*Be It Further Resolved*, That this report shall detail the number of children that will be served at each site, and for what periods of time, and shall provide any other information which is deemed relevant; and

*Be It Further Resolved*, That such activities, a report of which is herein requested of the Board of Commissioners of the Chicago Park District, are entirely consistent with the historical mission of the Chicago Park District, namely, to provide to the families and children of Chicago a variety of opportunities for recreation, and to do so especially during such times as those families and children may find them most useful and convenient; and

*Be It Further Resolved*, That this resolution take effect immediately.

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CHICAGO PARK DISTRICT BOARD OF COMMISSIONERS  
REQUESTED TO PROVIDE COPY OF ITS ANNUAL  
BUDGET TO CITY COUNCIL COMMITTEE  
ON PARKS AND RECREATION.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Parks and Recreation, having had under consideration a resolution introduced at the meeting of the Committee on Parks and Recreation, December 6, 1991, by Alderman Mary Ann Smith (48th Ward) calling on the Board of Commissioners of the Chicago Park District to provide a copy of its annual budget to each member of the Chicago City Council Committee on Parks and Recreation, at the time the Budget is released to the public, 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) MARY ANN SMITH,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

*Be It Resolved*, That the Board of Commissioners of the Chicago Park District is called upon to provide a copy of its annual budget to each member of the Chicago City Council Committee on Parks and Recreation, at the time the Budget is released to the public.

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**COMMITTEE ON TRAFFIC CONTROL  
AND SAFETY.**

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**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES  
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (July 24, September 11, October 2 and October 23, 1991) 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 Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*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:

Public Way	Distance And Hours
South Ashland Avenue (West side)	From a point 96 feet south of West 17th Street, to a point 25 feet south thereof -- 8:00 A.M. to 4:00 P.M. and 6:00 P.M. to 10:00 P.M. -- Sunday through Saturday (91-1161);
West Belmont Avenue (North side)	From a point 25 feet west of North Kenmore Avenue, to a point 65 feet west thereof -- at all times (private benefit) (91-1104);
West Chicago Avenue (North side)	From a point 128 feet west of South May Street, to a point 35 feet west thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1044);
North Clark Street (East side)	From a point 215 feet north of West North Avenue, to a point 25 feet north thereof -- 6:00 A.M. to 12:00 Midnight (91-1296);
North Clark Street (West side)	From a point 200 feet north of West Belden Avenue, to a point 25 feet north thereof -- 6:00 P.M. to 12:00 Midnight -- no exceptions (91-1295);
North Clark Street (East side)	From a point 70 feet south of West Buckingham Place, to a point 25 feet south thereof -- 9:00 A.M. to 9:00 P.M. -- no exceptions (private benefit) (91-1209);
West Diversey Avenue (South side)	From a point 102 feet east of North Monitor Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1059);

Public Way	Distance And Hours
South Exchange Avenue (East side)	From a point 165 feet south of East 91st Street, to a point 25 feet south thereof -- handicapped loading zone (91-1235);
South Federal Street (East side)	From a point 275 feet south of West Harrison Street, to a point 50 feet south thereof -- at all times (91-1122);
West Fulton Street (North side)	From a point 20 feet west of North Union Avenue, to a point 70 feet west thereof -- 4:00 A.M. to 5:00 P.M. -- Monday through Friday (91-0802);
North Halsted Street (West side)	From a point 282 feet south of West Willow Street, to a point 65 feet south thereof -- 6:00 P.M. to 12:00 Midnight for valet parking (private benefit) (91-1205);
North Halsted Street (West side)	From a point 20 feet south of West Willow Street, to a point 25 feet south thereof -- 6:00 P.M. to 12:00 Midnight (private benefit) (91-1202);
North Halsted Street (West side)	From a point 27 feet south of West Armitage Avenue, to a point 23 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1101);
North Halsted Street (West side)	From a point 130 feet south of West Dickens Avenue, to a point 25 feet south thereof -- 6:00 P.M. to 12:00 Midnight (91-1293);
West Howard Street (South side)	From a point 133 feet west of North Washtenaw Avenue, to a point 51 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (91-1309);

Public Way	Distance And Hours
West Lake Street (South side)	From a point 20 feet west of North Franklin Street, to a point 25 feet west thereof -- at all times (91-1119);
North Lincoln Avenue (East side)	From a point 105 feet south of of North Southport Avenue, to a point 25 feet south thereof -- 6:00 P.M. to 12:00 Midnight (91-1103);
North Milwaukee Avenue (West side)	From a point 192 feet west of West Moffat Street, to a point 40 feet west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (91-1164);
West Montrose Avenue (South side)	From a point 80 feet west of North Albany Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 7:30 P.M. -- Monday through Saturday (91-1189);
West Montrose Avenue (South side)	From a point 180 feet east of North Lavergne Avenue, to a point 25 feet east thereof -- handicapped loading zone (91-1108);
West Montrose Avenue (North side)	From a point 90 feet west of North Lawndale Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1072);
South Paulina Avenue (West side)	From a point 20 feet south of West 19th Street, to a point 25 feet south thereof -- at all times (91-1163);
West Pershing Road (South side)	From a point 40 feet east of South Wood Street, to a point 60 feet east thereof -- at all times (91-0963);
West Pershing Road (South side)	From a point 56 feet east of South Wolcott Avenue, to a point 60 feet east thereof -- at all times (91-0962);

Public Way	Distance And Hours
West Pershing Road (South side)	From a point 104 feet west of South Wood Street, to a point 60 feet west thereof -- at all times (91-0964);
South Plymouth Court (East side)	From a point 300 feet south of West Harrison Street, to a point 25 feet south thereof -- at all times (91-1123);
North Pulaski Road (West side)	From a point 85 feet north of West Armitage Avenue, to a point 40 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (91-1039);
West Randolph Street (South side)	From a point 58 feet east of North Green Street, to a point 25 feet east thereof -- at all times (91-1125);
North St. Louis Avenue (East side)	From a point 30 feet south of West North Avenue, to a point 25 feet south thereof -- handicapped loading zone -- 8:00 A.M. to 3:30 P.M. -- Monday through Friday (91-1174);
North Sheridan Road (East side)	From a point 65 feet south of West Ainslie Street, to a point 25 feet south thereof -- at all times (91-1306);
North Union Avenue (West side)	Form a point 30 feet north of West Fulton Street, to a point 50 feet north thereof -- 4:00 A.M. to 5:00 P.M. -- Monday through Friday (91-0802);
North Western Avenue (East side)	From a point 141 feet south of West Palmer Street, to a point 22 feet south thereof -- at all times (91-1261);

Public Way	Distance And Hours
West Wrightwood Avenue (South side)	From a point 30 feet west of North Orchard Street, to a point 25 feet west thereof -- 15 minute -- 9:00 A.M. to 5:00 A.M. -- Monday through Friday (91-1199);
West 21st Street (South side)	From a point 50 feet east of South Wood Street, to a point 25 feet west thereof -- 10:00 A.M. to 8:00 P.M. (91-0856);
East 93rd Street (South side)	From a point 96 feet east of South Marquette Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- at all times -- no exceptions (91-1229).

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

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*Amendment Of Loading Zones.*

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

SECTION 1. Repeal ordinance passed September 12, 1990, page 21041 which reads: "West Barry Avenue (north side) from a point 40 feet west of North Broadway Street, to a point 25 feet west thereof -- loading zone" (91-1208).

SECTION 2. Repeal ordinance passed September 13, 1989, page 4845, which reads: "South Christiana Avenue (east side) from a point 30 feet north of West 26th Street, to a point 25 feet north thereof" (91-1018).

SECTION 3. Amend ordinance passed June 12, 1981, page 6461 which reads: "North Hampden Court (east side) from a point 30 feet south of West Diversey Parkway -- no parking loading zone -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday" by inserting: "tow-away zone" (91-1100).

SECTION 4. Amend ordinance passed September 18, 1952, page 3103 which reads: "West Lithuanian Place Court (north side) from a point 134 feet west of South Western Avenue, to a point 218 feet west thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday", by striking: "218 feet west" and inserting in lieu thereof "176 feet west" (91-1147).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

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RESTRICTION AND AMENDMENT OF VEHICULAR TRAFFIC  
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (September 11 and October 2, 1991) proposed ordinances to restrict 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 votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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



*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*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 020, 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:

Public Way	Limits And Direction
South Artesian Avenue	From West 73rd Street to West 74th Street-- southerly (91-1149);
North Parkside Avenue	From West Bryn Mawr Avenue to North Elston Avenue -- southerly (91-1219);
First north/southbound alley	West of South Pulaski Road from West 27th Street to West 29th Street -- northerly (91-1017);
First north/southbound alley	West of South Pulaski Road from West 30th Street to West 31st Street -- northerly (91-1019);

Public Way	Limits And Direction
North Springfield Avenue	From West North Avenue to West Armitage Avenue -- northerly (91-1173);
First alley north of	West 47th Street, between South Richmond Street and South Sacramento Avenue -- westerly (91-0958).

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 August 30, 1972, page 3624 which reads: "South Bishop Street between West 47th Street and West 49th Street -- southerly", by striking the above and inserting in lieu thereof: "South Bishop Street, from the first alley south of West 47th Street to West 49th Street -- southerly" (91-1146).

SECTION 2. Amend ordinances passed May 9, 1979, page 123 and September 26, 1979, page 969 which reads: "North Nottingham Avenue, from West Wellington Avenue to West Belmont Avenue -- northerly", by striking: "West Belmont Avenue" and inserting in lieu thereof: "first alley south of West Belmont Avenue" (91-1057).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

**REMOVAL OF PARKING METERS ON PORTION OF  
NORTH CLARK STREET.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1991) a proposed ordinance to amend parking meters on a portion of North Clark Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Removal of two parking meters in front of 3315 -- 3317 North Clark Street (for establishment of loading zone).

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

ESTABLISHMENT AND AMENDMENT OF PARKING  
RESTRICTIONS ON PORTIONS OF  
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (November 28, 1990, June 12, June 28, September 11, October 2, October 23, and November 6, 1991) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*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 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way in the area indicated:

Public Way	Area
North Lorel Avenue (West side)	From West Bloomingdale Avenue to the first alley north thereof.

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

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*Prohibition Of Parking At All Times.  
(Except For Handicapped)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Public Way	Area
North Aberdeen Street	At 458 -- Handicapped Permit 6052;
South Aberdeen Street	At 7322 -- Handicapped Permit 6068;

Public Way	Area
South Aberdeen Street	At 8018 -- Handicapped Permit 5960;
South Ada Street	At 6327 -- Handicapped Permit 6067;
North Albany Avenue	At 3020 -- Handicapped Permit 6012;
North Albany Avenue	At 4242 -- Handicapped Permit 6035;
South Albany Avenue	At 7343 -- Handicapped Permit 6120;
West Argyle Street	At 2569 -- Handicapped Permit 6094;
South Artesian Avenue	At 5247 -- Handicapped Permit 5942;
South Avenue F	At 10729 -- Handicapped Permit 6061;
West Belden Avenue	At 500 -- Handicapped Permit 6096;
South Bell Avenue	At 3325 -- Handicapped Permit 6111;
West Berenice Avenue	At 5438 -- Handicapped Permit 6031;
North Bingham Street	At 2049 -- Handicapped Permit 6087;
South Bishop Street	At 4716 -- Handicapped Permit 6119;
North Bosworth Avenue	At 3546 -- Handicapped Permit 6043;
West Byron Street	At 4914 -- Handicapped Permit 6142;

Public Way	Area
West Charleston Street	At 2305 -- Handicapped Permit 6084;
South Clyde Avenue	At 6807 -- Handicapped Permit 6049;
South Colfax Avenue	At 7704 -- Handicapped Permit 5929;
West Cornelia Avenue	At 546 -- Handicapped Permit 6046;
West Cornelia Avenue	At 1215 -- Handicapped Permit 6041;
South Cregier Avenue	At 8947 -- Handicapped Permit 6059;
West Crystal Street	At 5236 -- Handicapped Permit 6133;
South Dante Avenue	At 7620 -- Handicapped Permit 5925;
South Forest Avenue	At 10756 -- Handicapped Permit 6109;
South Greenwood Avenue	At 6122 -- Handicapped Permit 6123;
South Greenwood Avenue	At 6621 -- Handicapped Permit 5970;
North Hamlin Avenue	At 3549 -- Handicapped Permit 6019;
West Henderson Street	At 1432 -- Handicapped Permit 6042;
North Hermitage Avenue	At 4105 -- Handicapped Permit 6099;
North Hudson Avenue	At 1731 -- Handicapped Permit 6040;

Public Way	Area
West Huron Street	At 1955 -- Handicapped Permit 6000;
South Kedzie Avenue	At 10801 -- Handicapped Permit 5969;
North Keeler Avenue	At 1133 -- Handicapped Permit 6131;
North Keeler Avenue	At 2023 -- Handicapped Permit 6007;
North Keeler Avenue	At 4843 -- Handicapped Permit 6050;
South Keeler Avenue	At 2505 -- Handicapped Permit 5983;
North Kenneth Avenue	At 2835 -- Handicapped Permit 6128;
South Kimbark Avenue	At 7730 -- Handicapped Permit 5927;
South Kostner Avenue	At 1525 -- Handicapped Permit 5993;
South Laramie Avenue	At 4621 -- Handicapped Permit 6116;
North Lawler Avenue	At 1013 -- Handicapped Permit 6027;
West Lawrence Avenue	At 6030 -- Handicapped Permit 6028;
North Leamington Avenue	At 840 -- Handicapped Permit 6134;
West Lexington Street	At 2421 -- Handicapped Permit 6001;
North Linder Avenue	At 1409 -- Handicapped Permit 6082;



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	Area
Public Way	
North Luna Avenue	At 1505 -- Handicapped Permit 6083;
South Maplewood Avenue	At 4133 -- Handicapped Permit 6118;
South Marquette Avenue	At 9826 -- Handicapped Permit 5936;
South Marshfield Avenue	At 7329 -- Handicapped Permit 6066;
South Massasoit Avenue	At 5241 -- Handicapped Permit 6073;
South May Street	At 1813 -- Handicapped Permit 5998;
South Millard Avenue	At 11021 -- Handicapped Permit 5968;
North Monitor Avenue	At 3101 -- Handicapped Permit 6020 (to be located on West Barry Avenue between North Menard and North Monitor Avenues);
West Montrose Avenue	At 6217 -- Handicapped Permit 6029;
North Mozart Street	At 1840 -- Handicapped Permit 6080;
North Mozart Street	At 2069 -- Handicapped Permit 6076;
North Nordica Avenue	At 1840 -- Handicapped Permit 6026
West Ohio Street	At 1932 -- Handicapped Permit 6003;
South Paulina Street	At 3628 -- Handicapped Permit 6064;
South Paulina Street	At 4339 -- Handicapped Permit 6112;

Public Way	Area
West Pensacola Avenue	At 5420 -- Handicapped Permit 6098;
South Peoria Street	At 6838 -- Handicapped Permit 5959;
South Peoria Street	At 8138 -- Handicapped Permit 5963;
West Pershing Road	At 3024 -- Handicapped Permit 6117;
West Polk Street	At 2720 -- Handicapped Permit 6081;
West Potomac Avenue	At 2141 -- Handicapped Permit 6078;
South Princeton Avenue	At 3011 -- Handicapped Permit 6053;
South Princeton Avenue	At 5641 -- Handicapped Permit 6056;
South Princeton Avenue	At 8050 -- Handicapped Permit 5962;
South Racine Avenue	At 8824 -- Handicapped Permit 5976;
North Reserve Avenue	At 5236 -- Handicapped Permit 6095;
West Roscoe Street	At 2835 -- Handicapped Permit 6086;
South Sacramento Avenue	At 6656 -- Handicapped Permit 5956;
South St. Lawrence Avenue	At 6321 -- Handicapped;
North St. Louis Avenue	At 5047 -- Handicapped Permit 6139;
South St. Louis Avenue	At 1954 -- Handicapped Permit 5991;

Public Way	Area
South Saginaw Avenue	At 9326 -- Handicapped Permit 6108;
West Schubert Avenue	At 5129 -- Handicapped Permit 6129;
North Seeley Avenue	At 6703 -- Handicapped Permit 6103;
South Springfield Avenue	At 1302 -- Handicapped Permit 5990;
South Springfield Avenue	At 3019 -- Handicapped Permit 5984;
North Stave Street	At 2105 -- Handicapped Permit 6013;
North Stave Street	At 2107 -- Handicapped Permit 6014;
West Superior Street	At 2433 -- Handicapped Permit 6004;
South Stewart Street	At 7431 -- Handicapped Permit 6069;
North Talman Avenue	At 1844 -- Handicapped Permit 6077;
West Thomas Street	At 2546 -- Handicapped Permit 6075;
South Throop Street	At 3217 -- Handicapped Permit 6062;
South Union Avenue	At 9517 -- Handicapped Permit 5979;
South Vernon Avenue	At 6216 -- Handicapped Permit 6125;
West Walton Street	At 5912 -- Handicapped Permit 6005;

Public Way	Area
West Warren Boulevard	At 2837 -- Handicapped Permit 6002;
South Washtenaw Avenue	At 6122 -- Handicapped Permit 5955;
West Waveland Avenue	At 6149 -- Handicapped Permit 6135;
West Wellington Avenue	At 519 -- Handicapped Permit 6097;
SouthWestern Boulevard	At 3325 -- Handicapped Permit 5948;
South Winchester Avenue	At 3653 -- Handicapped Permit 6114;
North Wood Street	At 1718 -- Handicapped Permit 6085;
West 19th Street	At 1748 -- Handicapped Permit 6074;
West 21st Street	At 4240 -- Handicapped Permit 5994;
West 24th Place	At 2648 -- Handicapped Permit 5997;
West 24th Street	At 329 -- Handicapped Permit 6054;
West 24th Street	At 2232 -- Handicapped Permit 5996;
West 25th Place	At 4358 -- Handicapped Permit 5980;
West 41st Place	At 3011 -- Handicapped Permit 6113;
West 83rd Place	At 3708 -- Handicapped Permit 6072;

Public Way	Area
East 84th Place	At 1529 -- Handicapped Permit 6058;
East 86th Street	At 1501 -- Handicapped Permit 5933 (signs to be located on South Blackstone Avenue between East 86th Place and East 86th Street);
East 88th Street	At 610 -- Handicapped Permit 6057;
East 93rd Street	At 1620 -- Handicapped Permit 6060;
West 94th Place	At 366 -- Handicapped Permit 5974;
West 97th Street	At 1229 -- Handicapped Permit 6070;
West 98th Place	At 1333 -- Handicapped Permit 5978.

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

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*Amendment Of Parking Prohibition At All Times.*

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

SECTION 1. Removal of handicapped permit 4789 signs located at 4949 North Bernard Avenue.

SECTION 2. Repeal ordinance passed December 28, 1983, page 4438 which reads: "North Dayton Street (both sides) from a point 130 feet south of North Bissell Street, to a point 70 feet south thereof" by striking the above and inserting in lieu thereof: "North Dayton Street (both sides) from the south line of C.T.A. 'L' track north of West North Avenue to the cul-de-sac -- parking prohibited tow-away zone (public benefit)" (19-1200).

SECTION 3. Removal of handicapped permit signs located at 2932 South Loomis Avenue.

SECTION 4. Removal of handicapped permit signs located at 3524 South Marshfield Avenue.

SECTION 5. Amend ordinance passed February 6, 1991, page 30523, which reads: "South Mayfield Avenue (both sides) from West 64th Place to the first alley south thereof -- parking prohibited at all times -- no exceptions" by striking: "no exceptions" and inserting in lieu thereof: "7:00 A.M. to 11:00 A.M. -- Monday through Friday" (91-0799).

SECTION 6. Removal of handicapped permit 3780 signs located at 5909 South New England Avenue.

SECTION 7. Repeal handicapped permit 974 signs located at 2738 North Rutherford Avenue.

SECTION 8. Removal of handicapped permit signs located at 4424 -- 4426 North Seeley Avenue.

SECTION 9. Amend handicapped permit 4708 signs as follows: remove signs from 4951 West Sunnyside Avenue and install at 5951 West Patterson Avenue.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and publication.

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*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 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits And Time

South Melvina Avenue  
(West side)

From West 63rd Street to the first alley north thereof -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (91-1022);

Public Way	Limits And Time
South Moody Avenue (West side)	From West 63rd Street to the first alley north thereof -- 10:00 P.M. to 7:00 A.M. -- Monday through Saturday (91-1157);
West 53rd Street (South side)	From South Keating Avenue to the first alley west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1027);
West 56th Place	From a point 20 feet east of South Pulaski Road, to a point 49 feet east thereof -- 5:00 A.M. to 7:00 A.M. -- Monday through Saturday (91-1155);
East 96th Street (Both sides)	From South Indiana Avenue to South Michigan Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (91-1129).

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

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*Amendment Of Parking Prohibition During  
Specified Hours.*

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

SECTION 1. Striking: "West 32nd Place (north side) between South May Street and South Aberdeen Street -- 8:00 A.M. to 4:00 P.M. on all school days" and inserting in lieu thereof: "West 32nd Place between South May Street and South Aberdeen Street -- 7:00 A.M. to 4:00 P.M. on all school days" (91-1138).

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

*Limitation Of Parking During Specified Hours.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080, of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
South Kolmar Avenue (West side)	From South Archer Avenue to the first alley north thereof -- one-hour parking -- at all times -- no exceptions (91-1026);
South Pulaski Road (East side)	From West 56th Place to West 57th Street -- two-hour parking -- Monday to Saturday (91-1159).

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:

Street	Limits
South Federal Street (West side)	Between West Roosevelt Road and West 15th Street -- at all times;
North Hamlin Avenue	5100 through 5111 -- at all times;



Street	Limits
North Harding Avenue	From first alley south of West Montrose Avenue to east side of West Cullom Avenue and west side to the first alley northeast of North Elston Avenue -- extension to Zone 114;
South Hermitage Avenue (West side)	From West 61st Street to West 62nd Street -- at all times -- extension to Zone 282;
West Hurlbut Street (Southeast side)	From North Avondale Avenue to North Northcott Avenue -- extension to Zone 49 -- at all times;
North Kasson Avenue (Both sides)	From North Lowell Avenue to North Kiona Avenue -- Zone 116 -- at all times;
North Keating Avenue (Both sides)	In the 3200 block -- extension to Zone 55 -- at all times;
North Keating Avenue (Both sides)	In the 3300 block -- extension to Zone 55 -- at all times;
North Keeler Avenue (West side)	In the 3400 block -- extension to Zone 94 -- at all times;
North Knox Avenue (Both sides)	In the 4700 block -- extension to Zone 60 -- at all times;
North Kostner Avenue (East side)	In the 1500 block -- extension to Zone 111 -- at all times;
North Lamont Avenue (Both sides)	From West School Street to the first alley north thereof -- extension to Zone 431 -- at all times;
North Mason Avenue (Both sides)	In the 1400 and 1500 blocks -- extension to Zone 19 -- at all times;
South May Street (Both sides)	From West 78th Street to the first alley north of West 79th Street -- extension to Zone 77 -- at all times;

Street	Limits
North McVicker Avenue (West side)	In the 4000 block -- extension to Zone 341 -- at all times;
North Mont Clare Avenue (Both sides)	In the 2800 block -- extension to Zone 162 -- at all times;
North Monticello Avenue (Both sides)	In the 2300 block -- extension to Zone 11 -- at all times;
North Navarre Avenue (Both sides)	In the 5800 block -- extension to Zone 49 -- at all times;
North Neva Avenue (Both sides)	In the 3900 block -- Zone 262 -- at all times;
North Newland Avenue (West side)	In the 4800 block -- extension to Zone 178 -- at all times;
North Nottingham Avenue (Both sides)	In the 3900 block -- Zone 262 -- at all times;
South Plymouth Court (West side)	Between West Roosevelt Road and West 15th Street -- at all times;
North Rockwell Avenue (Both sides)	From the first alley north of West Diversey Avenue to West George Street -- Zone 346 -- at all times;
North St. Louis Avenue	In the 4500 block -- Zone 326 -- at all times;
West St. Paul Avenue (Both sides)	In the 4800 block -- Zone 362 -- at all times;
West School Street (Both sides)	In the 4900 block -- extension to Zone 341 -- at all times;
West Wabansia Avenue (Both sides)	In the 1900 block -- Zone 89 -- at all times;
West 13th Street (North side)	Between South Plymouth Court and South Federal Street -- at all times;

Street	Limits
West 14th Street (Both sides)	Between South Plymouth Court and South Federal Street -- at all times;
West 39th Place (Both sides)	Between South Albany Avenue and the first alley east of South Kedzie Avenue -- Zone 185 -- at all times;
West 41st Place (Both sides)	From South Sacramento Avenue to the first alley west thereof -- extension to Zone 203 -- at all times;
West 77th Street (South side)	From South Whipple Street to the first alley east of South Kedzie Avenue -- extension to Zone 42;
East 89th Street (Both sides)	Between South Chappel Avenue and the first alley west thereof -- Zone 356 -- at all times;
East 89th Street (South side)	Between South Jeffery and South Clyde Avenues -- at all times.

**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.** Striking: "residential permit parking from the 8900 block of South Chappel Avenue".

**SECTION 2.** Amend residential permit parking on Zone 4 on South Keating Avenue (both sides) from West 53rd Street to the railroad tracks south thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday, by striking: "(both sides)" and inserting: "(west side only)".

SECTION 3. Repeal residential permit parking Zone 354, from the following locations: "North Major Avenue 2100 block, from West Dickens Avenue to the first alley south of West Grand Avenue (east side) and from the first alley north of West Grand Avenue to West Palmer Street (both sides) at all times, and North Mango Avenue 2100 block, from West Dickens Avenue to the first alley south of West Grand Avenue and from the first alley north of West Grand Avenue to West Palmer Street (both sides) -- at all times".

SECTION 4. Amend residential permit parking zone on the (east side) of the 6200 block of South Merrimac Avenue -- 3:00 P.M. to 10:00 P.M. -- daily, by striking: "3:00 P.M. to 10:00 P.M. -- daily" and inserting in lieu thereof: "at all times".

SECTION 5. Repeal residential permit parking Zone 29 by striking: "South Moody Avenue (both sides) from West 53rd Street to West 54th Street -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday".

SECTION 6. Amend residential permit parking Zone 231, as follows: "North Ottawa Avenue 5700 block -- at all times" by striking: "at all times" and inserting in lieu thereof: "8:00 A.M. to 4:00 P.M. -- Monday through Friday".

SECTION 7. Repeal residential permit parking Zone 351, at the following location: South Rutherford Avenue (both sides) from West 62nd Street to West 63rd Street -- at all times.

SECTION 8. Amend residential permit parking on South Waller Avenue from the first alley south of West Madison Street to West Adams Street -- 24-hours by striking: "24 hours" and inserting in lieu thereof: "3:00 P.M. to 7:00 A.M.".

SECTION 9. Repeal residential permit parking Zone 29, by striking: "West 57th Street (north side) between South Narragansett Avenue and the first alley west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday".

SECTION 10. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Designation Of Service Drive/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:

Street	Limits
West Belden Avenue (North side excluding driveways)	From North Pulaski Road to North Keystone Avenue, also North Keystone Avenue (east side) from West Belden Avenue, to a point 100 feet north thereof -- service drive/diagonal parking (91-1179);
North Cicero Avenue (East side)	From a point 24 feet north of West North Avenue, to a point 200 feet north thereof -- service drive/diagonal parking (91-1172);
West Hurlbut Street (South side)	Alongside 5656 North Newcastle Avenue from the light pole just west of North Newcastle Avenue to North New Hampshire Avenue -- service drive/diagonal parking (91-1082);
North Lotus Avenue (East side)	From North Avenue to the first alley south thereof -- service drive/diagonal parking (91-1167);
South McVicker Avenue (East side)	From West 63rd Street to the first alley north thereof -- service drive/diagonal parking (91-1225);
North Sawyer Avenue	At 3150 -- service drive/diagonal parking (91-1264);
West Wrightwood Avenue (North side)	From North Cicero Avenue, to a point 125 feet west thereof -- service drive/diagonal parking (91-1038).

**SECTION 2.** This ordinance shall take effect and be in force from and after its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC  
LANE TOW-AWAY ZONES ON PORTIONS  
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (July 24, September 11, October 2, October 23, November 6 and November 14, 1991) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Establishment Of Traffic Lane Tow-Away Zones.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Public Way	Limits And Times
North Cannon Drive (West side)	From North Lake Shore Drive to West Fullerton Avenue -- 7:00 A.M. to 9:00 A.M. -- no exceptions (91-1297);
North Clark Street (West side)	From West Diversey Avenue to West Armitage Avenue -- 7:00 A.M. to 9:00 A.M. -- no exceptions (91-1300);
North Clark Street (West side)	From a point 170 feet south of West Kinzie Street, to a point 18 feet south thereof -- 6:00 P.M. to 12:00 Midnight -- all days (private benefit) (91-1195);
North Dearborn Street (East side)	From West Grand Avenue to West Ohio Street -- at all times (private benefit) (91-1286);
North Dearborn Street (West side)	From a point 297 feet south of West Kinzie Street, to a point 75 feet south thereof -- at all times (91-1194);

## Public Way

## Limits And Times

East Delaware Place  
(South side)

From a point 20 feet east of North State Street, to a point 30 feet east thereof and East Delaware Place (south side) from a point 102 feet east of North State Street, to a point 58 feet east thereof -- at all times (91-1087);

West Diversey Parkway  
(North side)

From a point 78 feet west of North Clark Street, to a point 55 feet west thereof -- loading zone tow-away zone (91-1206);

East Erie Street  
(South side)

From a point 20 feet east of North State Street, to a point 87 feet east thereof -- at all times (91-1198);

West Ferdinand Street  
(North side)

From North Harding Avenue to North Pulaski Road -- at all times (public benefit) (91-1184);

North Franklin Street  
(West side)

From a point 20 feet south of West Erie Street, to a point 46 feet south thereof -- loading zone tow-away zone -- at all times (91-1371);

South Halsted Street  
(Both sides)

From the north property line of South Archer Avenue, to a point 355 feet north thereof -- at all times (91-1239);

East Huron Street  
(South side)

From a point 144 feet west of North Lake Shore Drive (inner) to a point 65 feet west thereof -- at all times (91-1093);

West Kinzie Street  
(South side)

From North Wells Street, to a point 75 feet west thereof -- at all times (91-1359);

Inner Lake Shore Drive  
(Both sides)

From East Goethe Street to East North Avenue -- at all times (91-1301);



## Public Way

## Limits And Times

North Long Avenue  
(West side)

From West Belmont Avenue to the first alley south thereof -- at all times (91-1058);

North Oak Park Avenue  
(East side)

From a point 30 feet south of West Diversey Avenue, to a point 65 feet south thereof -- loading zone/tow-away zone -- 9:00 A.M. to 12:00 Midnight -- Friday through Sunday (91-1180);

West Ohio Street  
(South side)

From a point 108 feet east of North Dearborn Street, to a point 55 feet east thereof -- at all times (private benefit) (91-1287);

East Ontario Street  
(North side)

From a point 166 feet west of North Fairbanks Court, to a point 44 feet west thereof -- loading zone/tow-away zone -- 6:00 P.M. to 4:00 A.M.(91-0901);

North Ravenswood Avenue  
(West side)

West roadway, from a point 10 feet south of West Newport Avenue to a point 110 feet south thereof -- at all times (91-1112);

North Rush Street  
(East side)

From a point 20 feet north of West Ontario Street, to a point 46 feet north thereof -- tow-zone except for horse carriage -- 7:00 P.M. to 2:00 A.M. -- Monday through Friday and 7:00 P.M. to 3:00 A.M. -- Saturday, Sunday and holidays (91-1096);

North State Street  
(West side)

From a point 75 feet north of West Elm Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- at all times (91-1285);

East Streeter Drive

At the intersection of North Streeter Drive across the entrance to the locks -- at all times (91-1094);

## Public Way

## Limits And Times

East Walton Street  
(North side)

From a point 175 feet west of North Michigan Avenue, to a point 18 feet west thereof -- loading zone/tow zone -- at all times (91-0904).

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

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*Amendment of Traffic Lane Tow-Away Zones.*

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

SECTION 1. Amend ordinance passed April 20, 1988, page 12491, which reads: "West Diversey Parkway (north side) from a point 83 feet west of North Clark Street, to a point 117 feet west thereof -- tow-zone" by striking the above and inserting in lieu thereof: "West Diversey Parkway (north side) from a point 133 feet west of North Clark Street, to a point 94 feet west thereof -- no parking/tow-away zone" (91-1206).

SECTION 2. Amend ordinance passed September 22, 1988, page 17833, Tow-Away Zone -- 8:00 A.M. to 4:30 P.M. on all school days by striking: "8:00 A.M. to 4:30 P.M." and inserting in lieu thereof: "7:00 A.M. to 2:30 P.M. on West Willow Street (north side) from North Orchard Street to North Burling Street (public benefit)" (91-1204).

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

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**AUTHORIZATION FOR ERECTION AND AMENDMENT  
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, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (February 6, May 22, June 28, July 24, September 11, October 2 and October 23, 1991) proposed orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order and proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Erection Of Traffic Warning Signs And  
Traffic Control Signals.*

*Ordered,* That the Commissioner of Public Works be and the same is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
North Artesian Avenue and West Thorndale Avenue	"All-Way Stop" signs (91-1077);
Stopping West Belle Plaine Avenue for North Parkside Avenue	"Two-Way Stop" signs (91-1067);
Stopping northbound traffic on South Bennett Avenue for East 78th Street	"One-Way Stop" sign;
North Bosworth Avenue and West Albion Avenue	"All-Way Stop" signs (91-1308);
North Bosworth Avenue and West North Shore Avenue	"All-Way Stop" signs (91-1307);
West Byron Street and North Nordica Avenue (one-way street/northerly)	"Three-Way Stop" signs (91-1070);
Stopping North Campbell Avenue for West Pensacola Avenue	"Two-Way Stop" signs (91-1305);
Stopping South Campbell Avenue for West 66th Street	"Stop" signs ;
South Crandon Avenue and East 70th Street	"All-Way Stop" signs (91-1126);
Stopping South Eberhart Avenue for East 94th Street	"Stop" signs (91-1130)
South Ellis Avenue and East 56th Street	"All-Way Stop" signs (91-0928);

Street	Type Of Sign
In the alley behind 3442 South Emerald Avenue	"No Left Turn" sign;
Stopping South Escanaba Avenue for East 84th Street	"Stop" signs (91-1132);
North Greenview Avenue and West Wolfram Street	"All-Way Stop" signs (91-1212);
South Hamlin Avenue and West 81st Place	"All-Way Stop" signs (91-0731);
West Henderson Street and North Drake Avenue	"All-Way Stop" signs (91-1051);
Stopping South Hermitage Avenue for West 68th Street	"Stop" signs (91-0985);
North Karlov Avenue and West Wabansia Avenue	"All-Way Stop" signs (91-1175);
Stopping South Kilpatrick Avenue for West 86th Street	"Two-Way Stop" signs (91-1002);
North Kingsbury Street and West Huron Street	"All-Way Stop" signs (91-1284);
Stopping North Lamon Avenue for West Crystal Street	"One-Way Stop" signs (91-1064);
North Lockwood Avenue and West Belle Plaine Avenue	"All-Way Stop" signs (91-1273);
North Long Avenue and West Carmen Avenue	"All-Way Stop" signs (91-1215);
North Long Avenue and West Catalpa Avenue	"All-Way Stop" signs (91-1214);
North Long Avenue and West George Street	"All-Way Stop" signs (91-1061);
North Luna Avenue and West Barry Avenue	"All-Way Stop" signs (91-1053);

Street	Type Of Sign
North Major Avenue and West Cullom Avenue	"All-Way Stop" signs (91-1185);
Stopping South Maplewood Avenue for West 66th Street	"Stop" signs (91-0976);
Stopping South Maplewood Avenue for West 80th Place	"Two-Way Stop" signs (91-0730);
North Massasoit Avenue and West Potomac Avenue	"All-Way Stop" signs (91-1170);
Stopping North Medina Avenue for North Austin Avenue	"One-Way Stop" signs (91-1216);
North Menard Avenue and West Henderson Street	"All-Way Stop" signs (91-1186);
North Menard Avenue and West Hirsch Street	"All-Way Stop" signs (91-1169);
Stopping South Merrimac Avenue for West 58th Street	"Stop" signs (91-1028);
For southbound traffic on	North Milwaukee Avenue at the intersection of West Lawrence Avenue -- "No Left Turn except C.T.A. buses" (91-1218);
North Mobile Avenue and West George Street	"All-Way Stop" signs (91-1181);
South Mozart Street and West 46th Street	"All-Way Stop" signs (91-0966);
North Mulligan Avenue and West Berteau Avenue	"All-Way Stop" signs (91-1065);
South Muskegon Avenue and East 98th Street	"All-Way Stop" signs (91-1135);
North Neva Avenue and West Hood Avenue	"All-Way Stop" signs (91-1282);

Street	Type Of Sign
North Noble Street and West Potomac Avenue	"All-Way Stop" signs (91-1045);
In front of North Northwest Highway (U. S. Post Office)	"U-Turn Prohibited" signs (91-1191);
Stopping West Oakdale Avenue for North Karlov Avenue	"One-Way Stop" signs (91-1050);
North Odell Avenue and West Ardmore Avenue	"All-Way Stop" signs (91-1280);
North Panama Avenue and West Roscoe Street	"All-Way Stop" signs (91-1182);
South Paulina Street and West 52nd Street	"All-Way Stop" signs (91-0979);
Stopping South Paulina Street for West 66th Street	"All-Way Stop" signs (91-0995);
South Racine Avenue and West 88th Street	"All-Way Stop" signs (91-1012);
Stopping South Rhodes Avenue for East 106th Street	"Stop" sign (91-0940);
Stopping West Roscoe Avenue for North Avers Avenue	"One-Way Stop" sign (91-1048);
North Rush Street and East North Water Street	"All-Way Stop" signs (91-1283);
Stopping West St. Paul Avenue for North Lamon Avenue	"One-Way Stop" sign (91-1171);
North St. Louis Avenue and West Palmer Street	"All-Way Stop" signs (91-1176);
South Springfield Avenue and West 81st Place	"All-Way Stop" signs (91-0729);

Street	Type Of Sign
South Talman Avenue and West 66th Street	"All-Way Stop" signs (91-0978);
Stopping South Union Avenue for West 98th Street	"Stop" sign (91-1009);
South Union Avenue and West 123rd Street	"All-Way Stop" signs (91-0939);
Stopping South Washtenaw Avenue for West 66th Street	"Stop" signs (91-1145);
South Winchester Avenue and West 81st Street	"All-Way Stop" signs (91-0842);
Stopping South Wood Street for West 89th Street	"Stop" sign (91-1010);
Stopping West 53rd Street for South Marshfield Avenue	"Stop" signs (91-0973);
West 53rd Street and South Paulina Street	"All-Way Stop" signs (91-0977);
West 64th Street and South Meade Avenue	"All-Way Stop" signs (91-1029);
West 64th Street and South Wolcott Avenue	"All-Way Stop" signs (91-0994);
West 65th Street and South Oakley Avenue	"All-Way Stop" signs (91-0984);
Stopping East 74th Place for South East End Avenue	"Two-Way Stop" signs (91-1127);
Stopping East 80th Street for South Oglesby Avenue	"Stop" signs (91-0934);
Stopping East 81st Street for South Woodlawn Avenue	"Two-Way Stop" signs (91-0933);
Stopping East 86th Street for South Burnham Avenue	"Stop" signs (91-0932);



Street	Type Of Sign
Stopping East 97th Street for South Manistee Avenue	"Two-Way Stop" signs (91-1143);
Stopping East 107th Street for South Avenue "F"	"Two-Way Stop" signs (91-1133);
West 115th Street and South Morgan Street	"All-Way Stop" signs;
Stopping West 124th Street for South Perry Avenue	"Two-Way Stop" signs (91-0947);

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*Amendment Of Traffic Warning Signs.*

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

**SECTION 1.** Repeal ordinance passed February 6, 1991 on page 30548, which reads: "South Kolmar Avenue and West 68th Street -- stopping South Kolmar Avenue for West 68th Street (91-0530)".

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

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**CONSIDERATION FOR TRAFFIC CLOSURE ON  
PORTION OF WEST LEXINGTON STREET.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (September 11, 1991) a proposed ordinance to close to vehicular traffic

portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to close to traffic signs at the following location:

Street	Limits
West Lexington Street	1218 -- 1224 -- close to traffic -- 8:00 A.M. to 8:20 A.M., 11:30 A.M. to 12:20 P.M. and 2:30 P.M. to 2:45 P.M. -- on all school days -- August 1991 through June 1992 (91-0926).

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

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ESTABLISHMENT OF WEIGHT LIMITATION ON  
PORTION OF NORTH KNOX AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 11, 1991.

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

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1991) a proposed ordinance to establish the allowable weight limit of trucks and commercial vehicles on a portion of North Knox Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of the City of Chicago, limit the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limit And Maximum Load
North Knox Avenue	From West Wilson Avenue to West Lawrence Avenue -- 5 tons (91-1220).

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

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***Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,  
TRAFFIC SIGNS, ET CETERA.***

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order

thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

*Yeas* -- None.

*Nays* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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, December 11, 1991.

*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 (May 22, June 12, 28, July 24, September 11, October 2, 23 and November 6, 1991) concerning traffic regulations and traffic signs, et cetera, as follows:

*Parking Prohibited At All Times:*

South Blue Island Avenue

At 2230 (91-1036);

West Bryn Mawr Avenue  
(South side)

From North Harlem Avenue to  
North Oketo Avenue (91-1080);

West Cermak Road  
(South side)

At 1635 (91-1035);

West Cortland Street  
(North side)

At 6400 -- 6500 (91-1060);

North Damen Avenue	At 4739 (91-1304);
South Langley Avenue	At 7525;
South Neenah Avenue	At 5515 (91-1021);
South Princeton Avenue	At 3011;
South South Chicago Avenue	At 6927;
South Wells Street	At 3028;
South Yale Avenue	At 7928;
West 73rd Street	At 1241;
West 74th Street	At 1401 -- 1459 (91-0579);
East 103rd Street (South side)	From South Michigan Avenue to the alley west thereof (91-0936).

*Parking Prohibited During Specified Hours:*

South Keating Avenue (West side)	From West 53rd Street to a point 50 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-1024).
South Melvina Avenue (West side)	From West 63rd Street to the first alley north thereof -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (91-1160);
West 30th Street (North side)	From South Lowe Avenue to the first alley east thereof -- 8:00 A.M. to 4:30 P.M. (91-0952).

*Parking Limited During Specified Hours:*

North Central Avenue	At 4800 alongside on West Lawrence Avenue from North Central Avenue to the first alley west thereof -- one hour -- 6:00 A.M. to 9:00 P.M. -- no exceptions (91-1106).
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*Loading Zones:*

North Broadway	At 6044 -- at all times (91-1116);
West Diversey Parkway	At 638 -- 644 at all times (91-1207) and (91-0363);
North Laramie Avenue	From 1101 to 1109 -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (91-0668);
West Montrose Avenue	At 5001 -- 6:00 A.M. to 6:00 P.M. (91-1108);
West North Avenue	At 2011 -- 11:00 A.M. to 7:00 P.M. (91-1177);
North State Street	At 1239 -- 7:00 A.M. to 6:30 P.M. (91-1197).

*Residential Permit Parking Zones:*

South Chappel Avenue (Both sides)	Between East 89th Street and East 90th Street -- at all times;
South Harding Avenue (East side)	Between West 51st Street and West 52nd Street -- at all times;
North Lamon Avenue (Both sides)	From West School Street to the first alley north thereof -- at all times;
North Mason Avenue (Both sides)	At 1200 -- at all times;
North Oriole Avenue (West side)	Between West Talcott Avenue and West Everall Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
North Oriole Avenue (Both sides)	At 6800 -- at all times;
South Prospect Avenue	At 9500 -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;

South Seeley Avenue  
(Both sides)

At 6300 -- at all times;

West Warwick Avenue  
(Both sides)

At 5500 -- at all times;

West 123rd Street  
(Both sides)

Between South State Street and  
South Michigan Avenue -- at all  
times.

*Single Direction:*

North Central Park Avenue

From West Carmen Avenue to  
West Foster Avenue -- northerly  
(91-1187);

North Neenah Avenue

From West Palatine Avenue to  
West Devon Avenue -- northerly  
(91-1079).

*Weight Limitation:*

West Vermont Street

From South Halsted Street to  
South Morgan Street -- 5 tons (91-  
0937).

*Traffic Lane Tow-Away Zones:*

East Erie Street

At 1, from a point 85 feet east of  
North State Street, to a point 70  
feet east thereof -- at all times (91-  
1087);

North Sheffield Avenue

From 3301 through 3305 -- at all  
times (91-1210);

West Roscoe Street

At North Ravenswood Avenue -- at  
all times (91-1113);

North Western Avenue

At 823 -- at all times (91-1226).



*Traffic Warning Signs:*

(October 2, 1991) "All-Way Stop" signs -- West Berteau Avenue and North Parkside Avenue (91-1188);

(October 23, 1991) "Stop" sign -- North Drake Avenue and West Carmen Avenue (91-1278);

(September 11, 1991) "Stop" sign -- South Emerald Avenue at West 98th Street (91-1015);

(October 2, 1991) "Stop" signs -- for north and southbound traffic on South Dr. Martin Luther King, Jr. Drive at East 97th Street (91-1131);

(September 11, 1991) "Stop" sign -- West Oakdale Avenue at North Karlov Avenue (91-1054);

(September 11, 1991) "Stop" signs -- for north and southbound traffic on South Torrence Avenue at East 105th Street (91-0951);

(September 11, 1991) "Three-Way Stop" signs -- West Waveland Avenue and North Page Avenue (91-1055);

(June 12, 1991) "Stop" signs -- for east and westbound traffic on West 71st Street at South Oakley Avenue (91-0621);

(September 11, 1991) "Stop" signs -- for east and westbound traffic on West 83rd Street at South Kilpatrick Avenue (91-0998);

(September 11, 1991) "Stop" signs -- West 93rd Street and South Peoria Street (91-1013);

(September 11, 1991) "Stop" signs -- for east and westbound traffic at West 94th Street and South Union Avenue (91-1011).

*Miscellaneous Signs:*

East 73rd Street

Between South Wabash Avenue and South State Street -- "Close To Traffic" -- 8:30 A.M. to 9:30 A.M. and 2:00 P.M. to 3:00 P.M. -- on all school days (91-0929);

Entrance of alleyway  
between

South Kedzie Avenue and South  
Spaulding Avenue, at 8100 and  
3200 west -- "Slow" signs (91-  
0844);

South Hamlin Avenue

At West Adams Street -- "U-Turn  
Prohibited" signs (91-0679);

Entrances to the north/south  
alley bounded by

West Diversey Avenue, West  
Schubert Avenue, North Merrimac  
Avenue and North Mobile Avenue  
-- "Through Traffic Prohibited"  
signs (91-1063);

North Nashville Avenue

At 1600 block -- "Caution --  
Children At Play" signs (91-1052);

West Henderson Street

And North Austin Avenue --  
"Traffic Safety Study" (91-1066).

*Service Drives/Diagonal Parking:*

South Artesian Avenue

At 6244 -- 6258 (91-1247);

West Division Street

Alongside of 1815 -- 1825 West  
Division Street to the first street  
west thereof (91-1165);

West Hurlbut Street  
(South side)

At 6811, from the light pole just  
west of North Newcastle Avenue  
to the first alley east thereof (91-  
1193).

*Amend -- Parking Prohibited At All Times:*

Amend ordinance by striking: "North Fairview Avenue (both sides) from  
the south property line of 5651 north to West Seminole Avenue and north  
(west side) from 5634 north to West Seminole Avenue" (91-1192).

*Amend -- Loading Zone:*

Amend ordinance by striking: "North Mayfield Avenue (east side) from West  
Fulton Street to a point 90 feet north thereof" (91-0745).

*Traffic Warning Signs:*

Repeal ordinance for West Cortland Avenue and North Springfield Avenue -- "Three-Way Stop" sign (91-1042);

Repeal ordinance for West 55th Street and South Austin Avenue -- "No Turn On Red" signs (91-1025).

SECTION 2. These *Do Not Pass* recommendations were concurred in by all members present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

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**COMMITTEE ON TRANSPORTATION AND  
PUBLIC WAY.**

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**AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 November 6, 14 and 22, 1991) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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

*Chicago Place Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Place Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use thirty (30) caissons in the public right-of-way adjacent to its premises located at 700 North Michigan Avenue and described as follows:

Under North Michigan Avenue.

Three (3) caissons shall project approximately two point seven five feet (2.75') into the public right-of-way and shall have a diameter of nine point five six feet (9.56') for a total of fifty-two (52) square feet. Two (2) caissons shall project approximately two feet (2') into the public right-of-

way and shall have a diameter of seven point eight eight feet (7.88') for a total of twenty-one (21) square feet. One (1) caisson shall project approximately one point five feet (1.5') into the public right-of-way and shall have a diameter of six point five feet (6.5') for a total of six (6) square feet. Also included a foundation wall grade beam into the public right-of-way for a total of one hundred twelve (112) square feet.

#### Under East Superior Street.

Four (4) caissons shall project approximately one point two five feet (1.25') and shall have a diameter of six feet (6') for a total of twenty (20) square feet. One (1) caisson shall project approximately two point two five feet (2.25') into the public right-of-way and shall have a diameter of four point five feet (4.5') for a total of four (4) square feet. Also included a foundation wall grade beam into the public right-of-way for a total of seven (7) square feet.

#### Under North Rush Street.

Two (2) caissons shall project approximately point eight feet (.8') into the public right-of-way and shall have a diameter of four point five feet (4.5') for a total of five (5) square feet. Four (4) caissons shall project approximately one point five nine feet (1.59') into the public right-of-way and shall have a diameter of nine feet (9') for a total of thirty-eight (38) square feet. Two (2) caissons shall project approximately two point five one feet (2.51') into the public right-of-way and shall have a diameter of ten feet (10') for a total of thirty-three (33) square feet. Two (2) caissons shall project approximately two point seven six feet (2.76') into the public right-of-way and shall have a diameter of ten point seven five feet (10.75') for a total of thirty-nine (39) square feet. Also included a foundation wall grade beam into the public right-of-way for a total of one hundred seven (107) square feet.

#### Under East Huron Street.

Four (4) caissons shall project approximately point eight two feet (.82') into the public right-of-way and shall have a diameter of five feet (5') for a total of eleven (11) square feet. One (1) caisson shall project approximately one point seven five feet (1.75') into the public right-of-way and shall have a diameter of seven point five feet (7.5') for a total of nine (9) square feet. Two (2) caissons shall project approximately point seven five feet (.75') for a total of nine (9) square feet. Two (2) caissons shall project approximately point seven five feet (.75') into the public right-of-way and shall have a diameter of three point seven five feet (3.75') for a total of four (4) square feet. One (1) caisson shall project approximately one point five feet (1.5') into the public right-of-way and

shall have a diameter of five point eight two feet (5.82') for a total of six (6) square feet. Also included a foundation wall beam into the public right-of-way for a total of eleven (11) square feet.

Total square feet of the above named caissons and foundation wall grade beams in the public right-of-way shall be four hundred ninety-six (496) square feet.

Authority is herein granted for a period of five (5) years from and after October 27, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Thirty-five and no/100 Dollars (\$3,035.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on  
page 11174 of this Journal.]

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*Columbus Cabrini Medical Center.*

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

**SECTION 1.** Permission and authority are hereby given and granted to Columbus-Cabrini Medical Center, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sample basin adjacent to its property located at 811 South Lytle Street. Said sample basin shall be located in the public way of South Racine Avenue approximately fifty (50) feet north of West Cabrini Street. Dimensions of said basin shall be six (6) feet in depth and four (4) feet in diameter. Authority for the use of the above privilege is granted for a period of five (5) years from and after July 29, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep

(Continued on page 11175)



Ordinance associated with this drawing printed on pages 11169 through 11173 of this Journal.

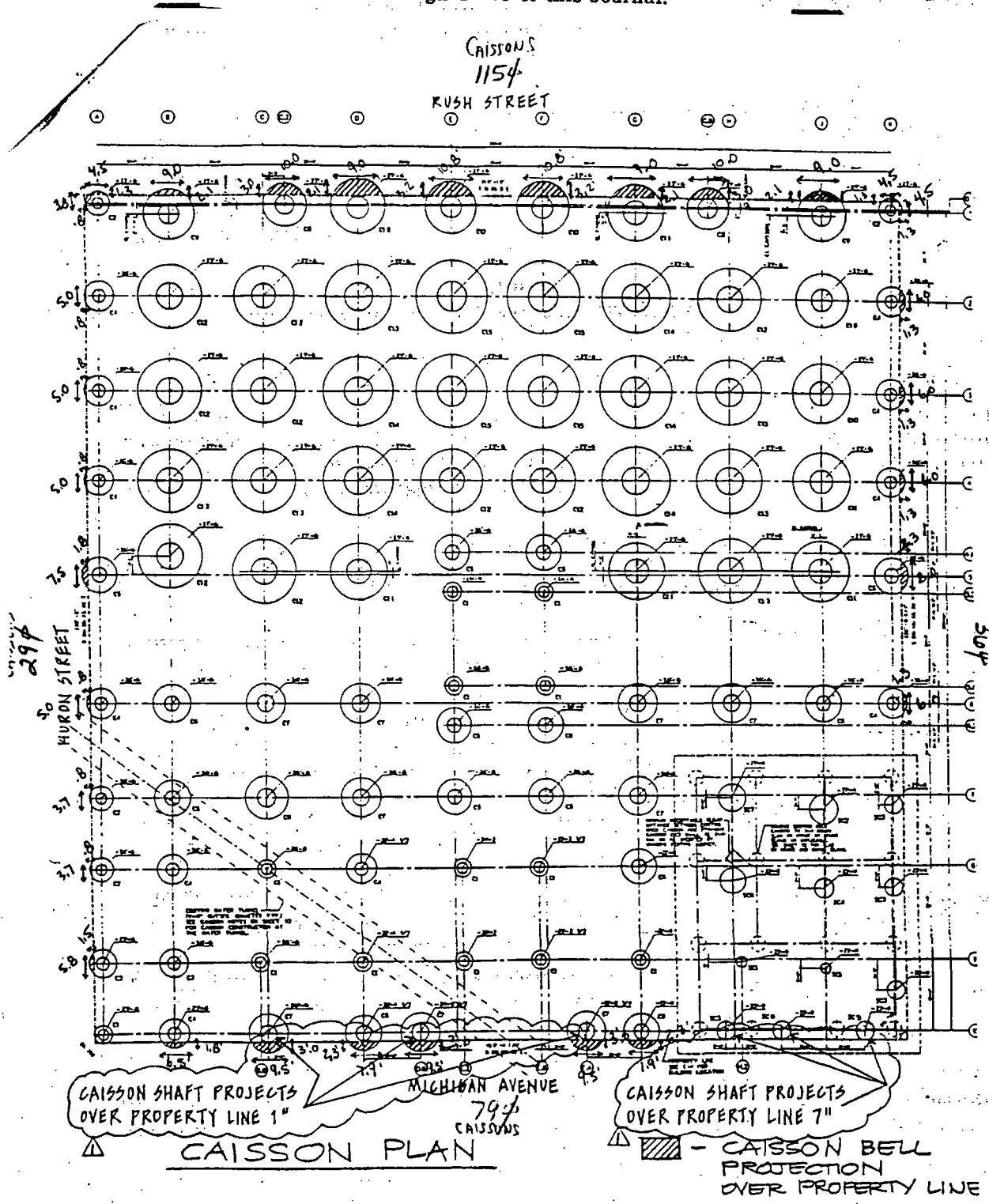


EXHIBIT 'A'  
 700 N. MICHIGAN  
 JULY 28, 1986

(Continued from page 11173)

that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 11178 of this Journal.]

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*Comfort Inn Hotel.*

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

SECTION 1. Permission and authority are hereby given and granted to the Comfort Inn Hotel, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) round planters along the public way adjacent to its premises located at 601 West Diversey Parkway. Said planters shall be four (4) feet in length and four (4) feet in width for a total of thirty-two (32) square feet. Authority is herein given and granted 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

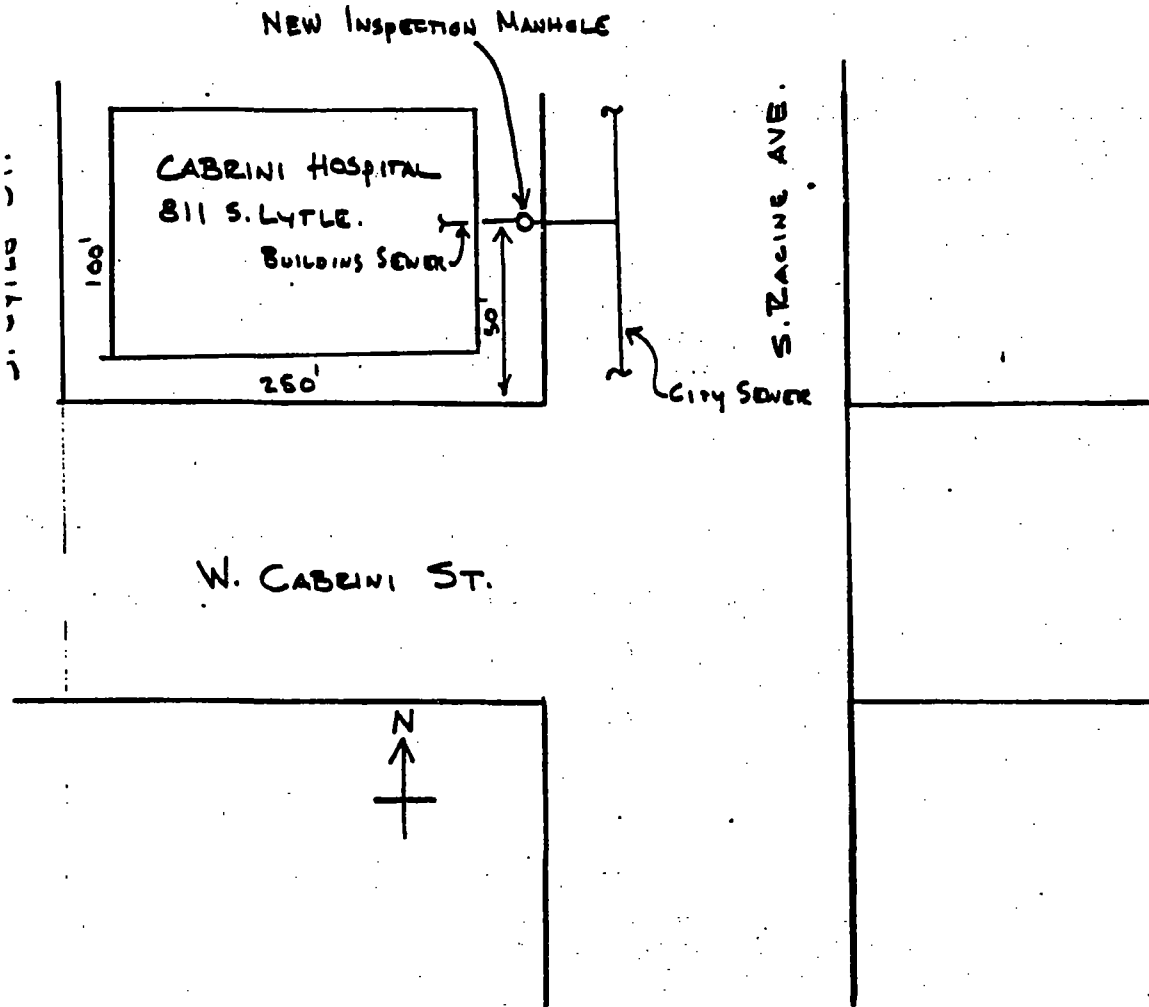
SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eighty-eight and no/100 Dollars (\$88.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued on page 11179)

Ordinance associated with this drawing printed on pages 11173 through 11177 of this Journal.

Page 2.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining publi



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

Name of applicant \_\_\_\_\_

Name of corporation as per corporation book \_\_\_\_\_

Date

(Continued from page 11177)

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances

described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on  
page 11181 of this Journal.]

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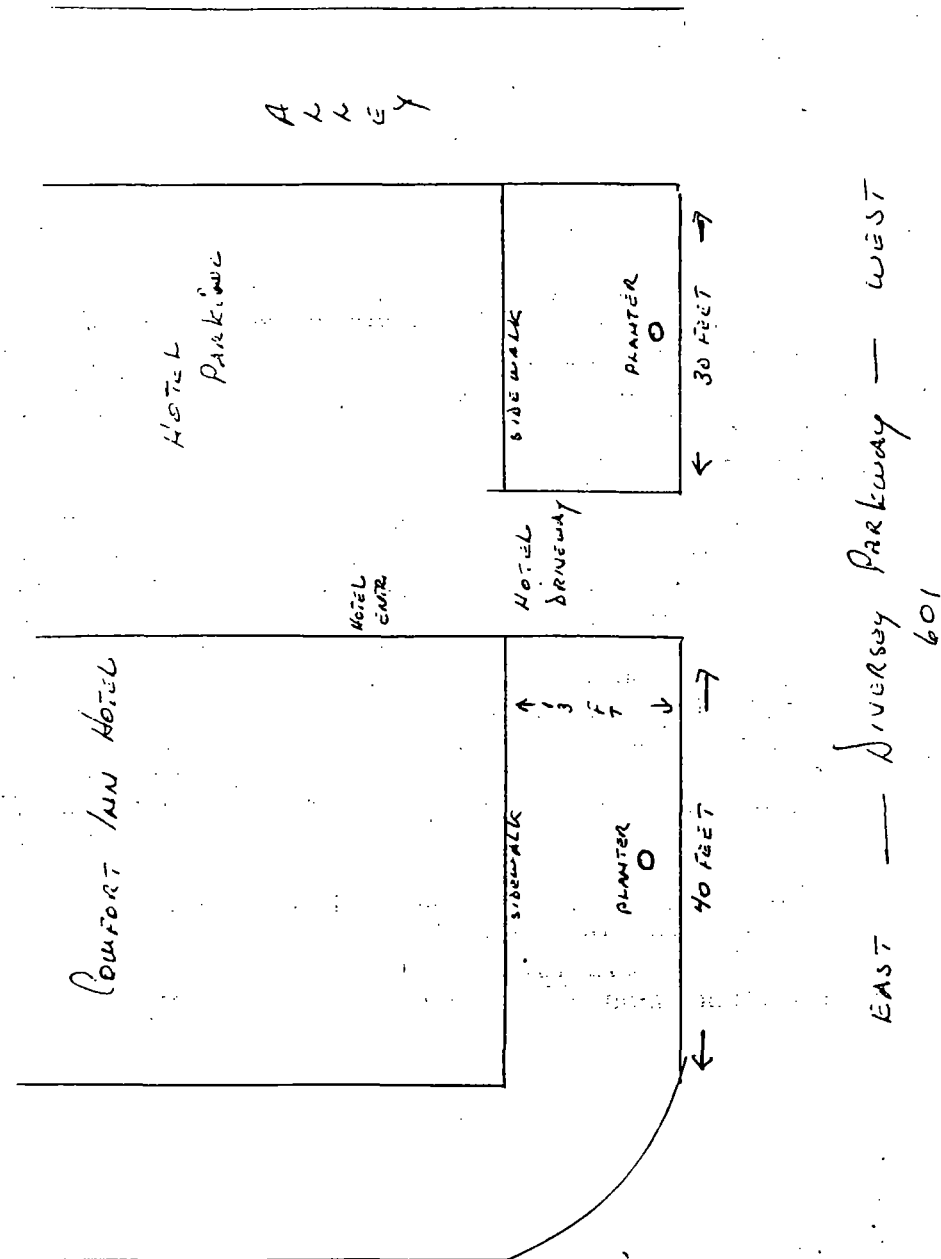
*Days Inn River North.*

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

(Continued on page 11182)

Ordinance associated with this drawing printed on pages 11177 through 11180 of this Journal.

Planters will be concrete 36" high exterior, 32" interior, 42 round they will be set back 3 feet from curb line and 1 1/2 feet from building. 2 planters one approx. in the center at the front of hotel 601 Diversey and one in the center at the front of the parking lot as shown in sketch below. The hotel will be responsible for maintaining & cleaning planters





(Continued from page 11180)

**SECTION 1.** Permission and authority are hereby given and granted to Days Inn River North, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use three (3) planters on the public way adjacent to its premises located at 644 West Diversey Parkway. Said planters shall be four (4) feet in length and (4) feet in width each for a total of forty-eight (48) square feet. 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eighty-eight and no/100 Dollars (\$88.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said

structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 11185 of this Journal.]

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*Executive House Hotel.*

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

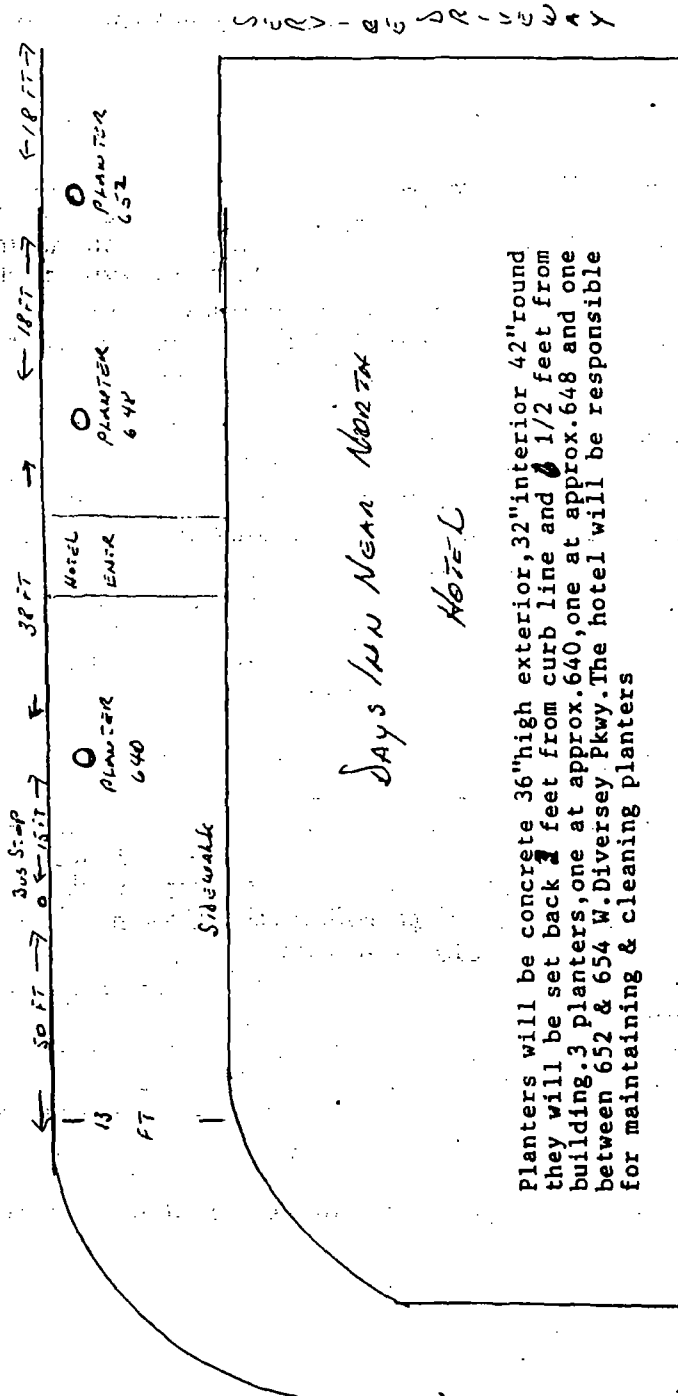
SECTION 1. Permission and authority are hereby given and granted to the Executive House Hotel, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use three (3) planters on the public way adjacent to its premises located at 71 East Wacker Drive. One (1) planter shall extend eight (8) feet in length and two feet one inch (2' 1") in width for a total of sixteen and sixty-six hundredths (16.66) square feet. Two planters shall be two feet one inch (2' 1") in length and two feet one inch (2' 1") in width for a total of eight and sixty-eight hundredths (8.68) square feet. 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep

(Continued on page 11186)

Ordinance associated with this drawing printed on pages 11180 through 11184 of this Journal.

644  
EAST — DIVERSEY PARKWAY — WEST



Planters will be concrete 36" high exterior, 32" interior, 42" round they will be set back 2 feet from curb line and 1/2 feet from building. 3 planters, one at approx. 640, one at approx. 648 and one between 652 & 654 W. Diversey Pkwy. The hotel will be responsible for maintaining & cleaning planters

CHALK NORTH

(Continued from page 11184)

that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Thirty-one and no/100 Dollars (\$331.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 11189 of this Journal.]

*LaSalle National Bank, Under Trust Number 109111.*

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

**SECTION 1.** Permission and authority are hereby given and granted to LaSalle National Bank, under Trust Number 109111, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, one (1) elevated roadway over the public way adjacent to its premises located at 165 North Canal Street. Said roadway shall be three hundred eighty-two (382) feet in length and eighteen (18) feet in width for a total of six thousand nine hundred seventy-six (6,976) square feet. Authority hereby 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Forty-five Thousand Two Hundred Five and no/100 Dollars (\$45,205.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued on page 11190)





(Continued from page 11188)

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on  
page 11192 of this Journal.]

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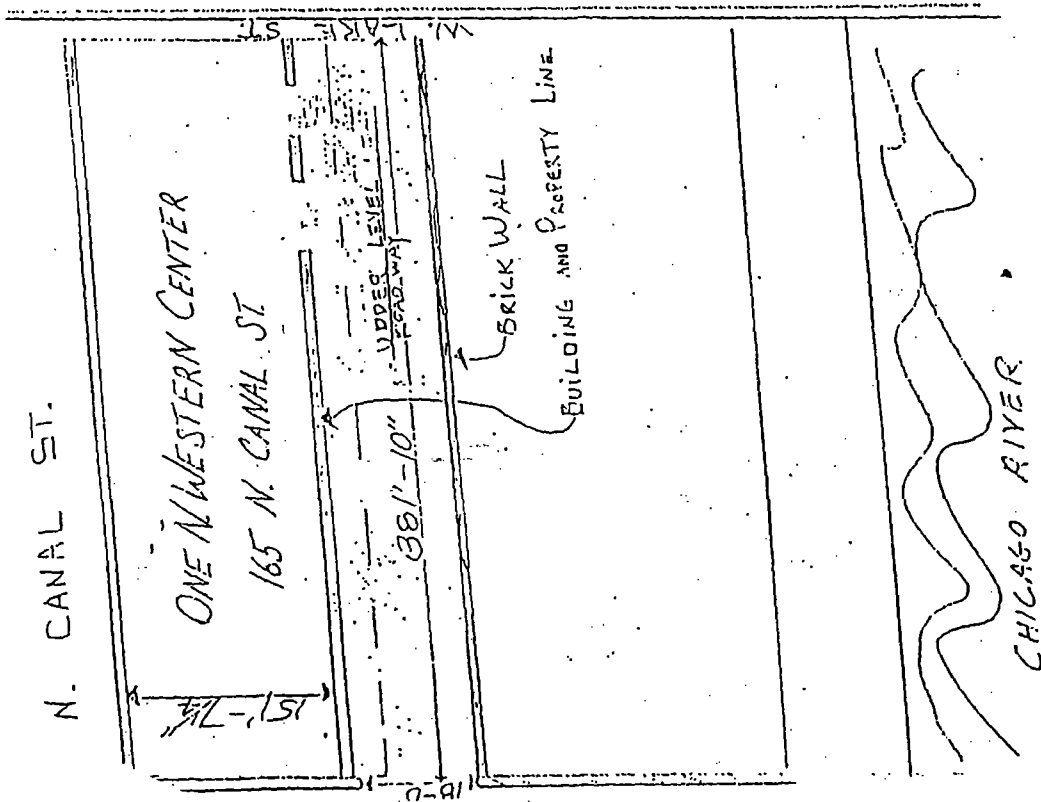
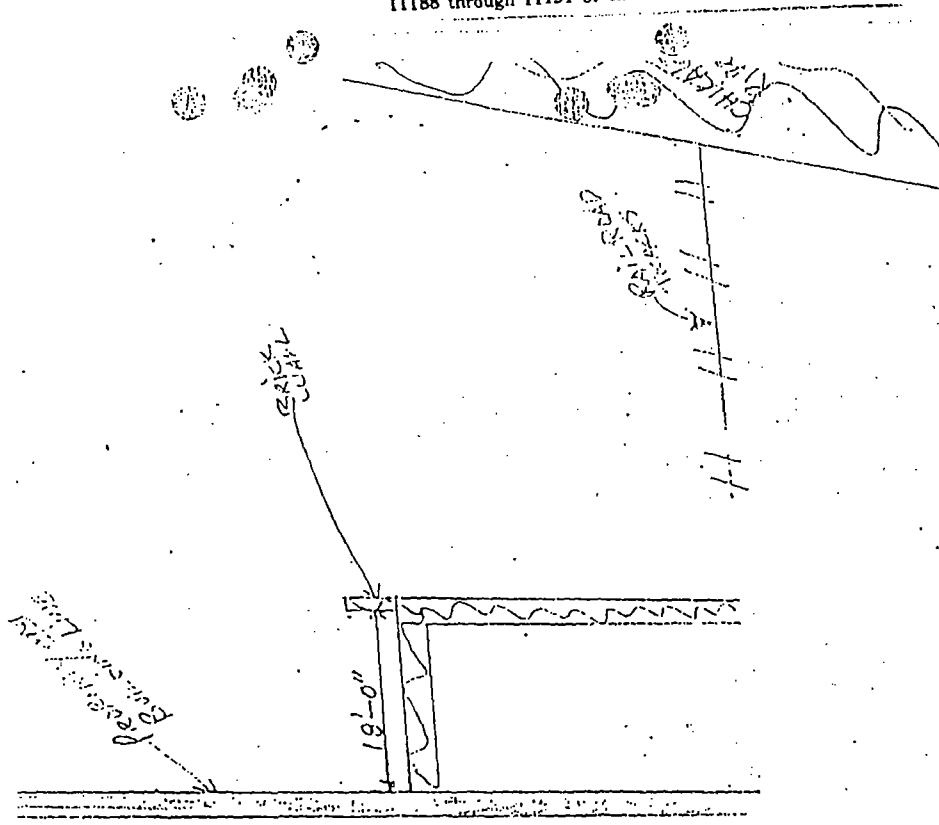
*LaSalle Partners Asset Management Limited.*

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

**SECTION 1.** Permission and authority are hereby given and granted to LaSalle Partners Asset Management Limited, upon the terms and subject to

(Continued on page 11193)

Ordinance associated with this drawing printed on pages 11188 through 11191 of this Journal.



(Continued from page 11191)

the conditions of this ordinance to maintain and use subsurface space, to be used for the installation of steel sheet-piling for building foundation support. The dimensions of and locations of the sheet-piling are as follows:

**Under West Division Street.**

The sheet-piling shall be thirty (30) feet in height and approximately twelve (12) inches thick, with the lowest portion being installed at a depth of approximately thirty-three (33) feet below grade, and the apex being approximately three (3) feet below grade. Said piling shall run under and along the south line of West Division Street, in an easterly direction approximately two and one half inches ( $2\frac{1}{2}$ " ) from the grantee's property line, from a point adjacent to the east line of North Clark Street to a point adjacent to the west line of the first north/south public alley a total distance of approximately one hundred fifty (150) feet.

**Under The North/South Public Alley.**

The sheet-piling under the north/south public alley located at a point one hundred fifty (150) feet east of the east line of North Clark Street, shall be approximately thirty (30) feet in height and approximately twelve (12) inches thick. The sheet-piling at this location shall be approximately thirty-three (33) feet below grade at the lowest point and approximately three (3) feet below grade at the highest point, said piling shall run under and along the westerly side of the north/south public alley, approximately eight (8) inches from the grantee's property line, in a southerly direction a distance of approximately one hundred four feet eight and one-half inches ( $104' 8\frac{1}{2}$ " ).

**Under North Clark Street.**

The dimensions of the sheet-piling shall be approximately twenty-seven (27) feet in height and approximately twelve (12) inches thick. The lowest portion of the piling shall be at a depth of approximately thirty-three (33) feet below grade and the apex shall be approximately six (6) feet below grade. Said piling shall be located under and along the east side of North Clark Street in a southerly direction from the south line of West Division Street a total distance of approximately one hundred thirty-nine (139) feet, and will vary from one foot five inches ( $1' 5$ " ) to five feet eleven inches ( $5' 11$ " ) from the grantee's property line. All horizontal and diagonal bracing members are to be of a temporary nature and will eventually be completely removed. All steel sheet-

piling shall be adjacent to the building located at the southeast corner of North Clark Street and West Division Street; for a period of five (5) years from and after November 14, 1983.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 11197 of this Journal.]

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*Romanek Properties Limited.*

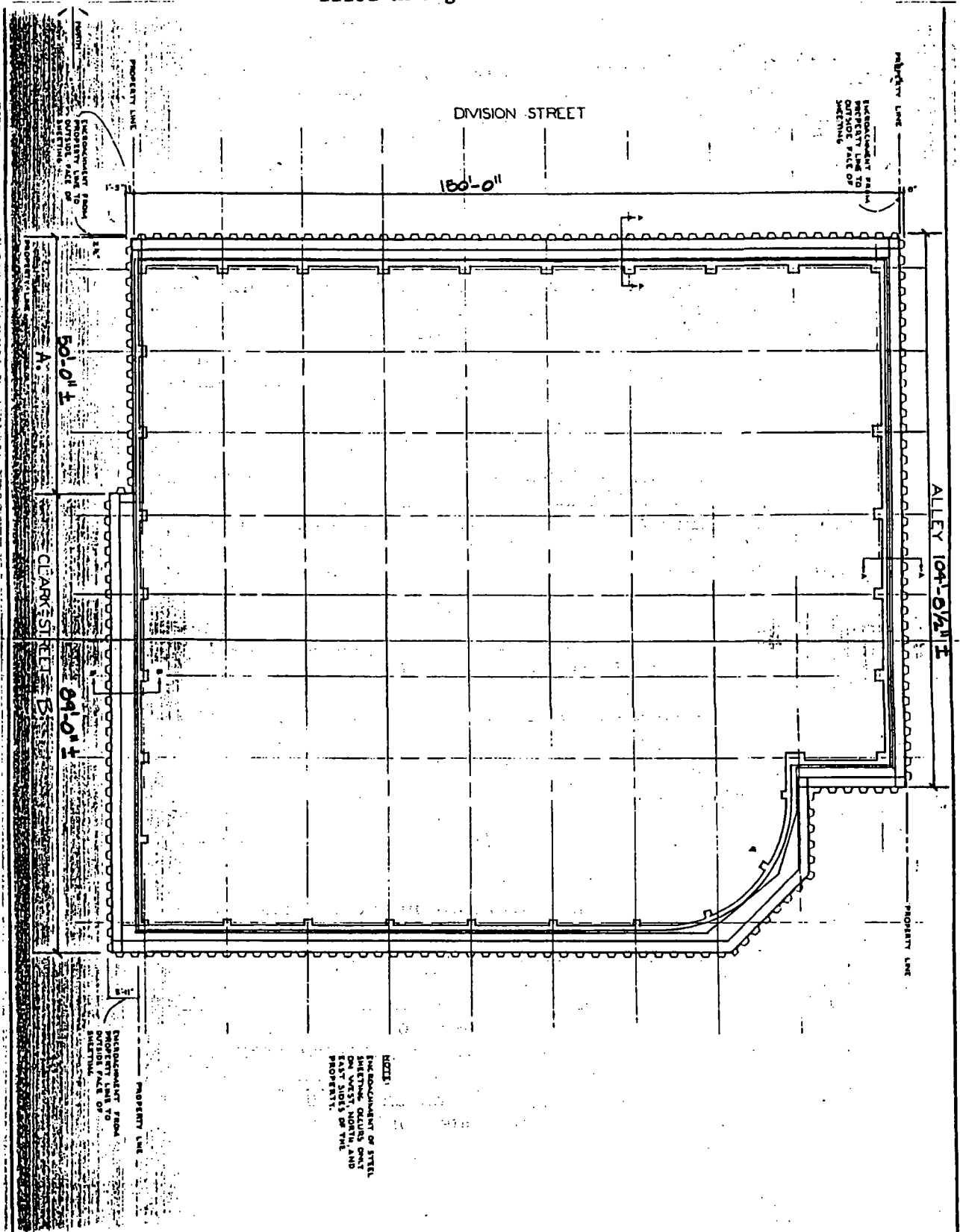
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Romanek Properties Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a grease separator and seven (7) tree planters in the public way adjacent to its premises located at 633 North St. Clair Street. Said grease separator shall extend ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. Said tree planters shall occupy a total of five hundred seventy-nine (579) square feet of space as follows: two (2) planters shall occupy thirty-one (31) feet in length and three (3) feet in width along North St. Clair Street; one (1) planter shall occupy twenty-six (26) feet in length and three (3) feet in width along North St. Clair Street; one (1) planter shall occupy thirty-one (31) feet in length and three (3) feet in width along East Erie Street; one (1) planter shall occupy twenty-six (26) feet in length and three (3) feet in width along East Erie Street; one (1) planter shall extend twelve (12) feet in length and three (3) feet in width along East Ontario Street; one (1) planter shall extend thirty-six (36) feet in length and three (3) feet in width along East Ontario Street. 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation,

(Continued on page 11198)

Ordinance associated with this drawing printed on pages 11191 through 11196 of this Journal.



NOTES:  
 ENCROACHMENT OF STEEL SHEETING, GUTTERS, SMYTH EAVS SIDES ON THE PROPERTY.

DATE	12/11/91
BY	
CHECKED	
APPROVED	
TITLE	
PROJECT	
OWNER	
ARCHITECT	
ENGINEER	
PLUMBER	
ELECTRICIAN	
Mechanical	
Plumbing	
Electrical	
Other	

NEAR NORTH BANKING CENTER

REVISIONS	
NO.	DESCRIPTION

**CONTINENTAL BANK**  
 100 NORTH LA SALLE STREET CHICAGO, ILLINOIS 60601  
 PROPERTIES DIVISION





(Continued from page 11196)

the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Twenty-nine Dollars (\$1,529.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 11201 of this Journal.]

*168 North Clinton Partners.*

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

**SECTION 1.** Permission and authority are hereby given and granted to 168 North Clinton Partners to install, maintain and use a full handicap access ramp across the front of the building known as 168 North Clinton Street. Said ramp shall be thirty-five (35) feet in length, three (3) feet six (6) inches in width with the highest end of ramp no more than two (2) feet eight (8) inches above sidewalk grade. Authority is herein granted for a period of five (5) years from and after December 23, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

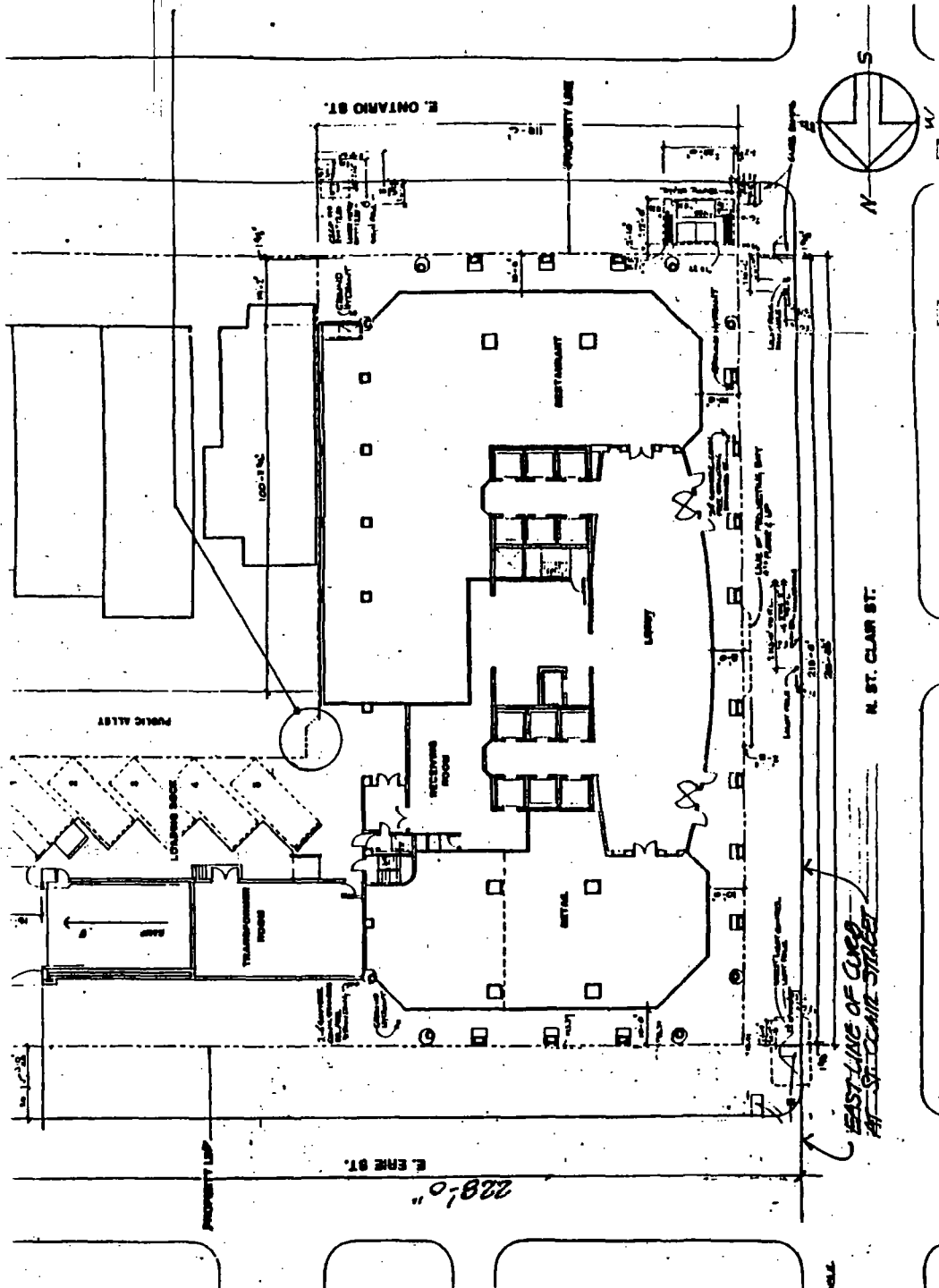
(Continued on page 11202)

Ordinance associated with this drawing printed on pages 11196 through 11200 of this Journal.

633 St. Clair Of:  
Chicago, Illinois:  
Romanek Propert:

4 March 1991

LOCATION OF UNDERG  
GREASE SEPARATOR -  
DETAIL SKETCH.



(Continued from page 11200)

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on  
page 11204 of this Journal.]

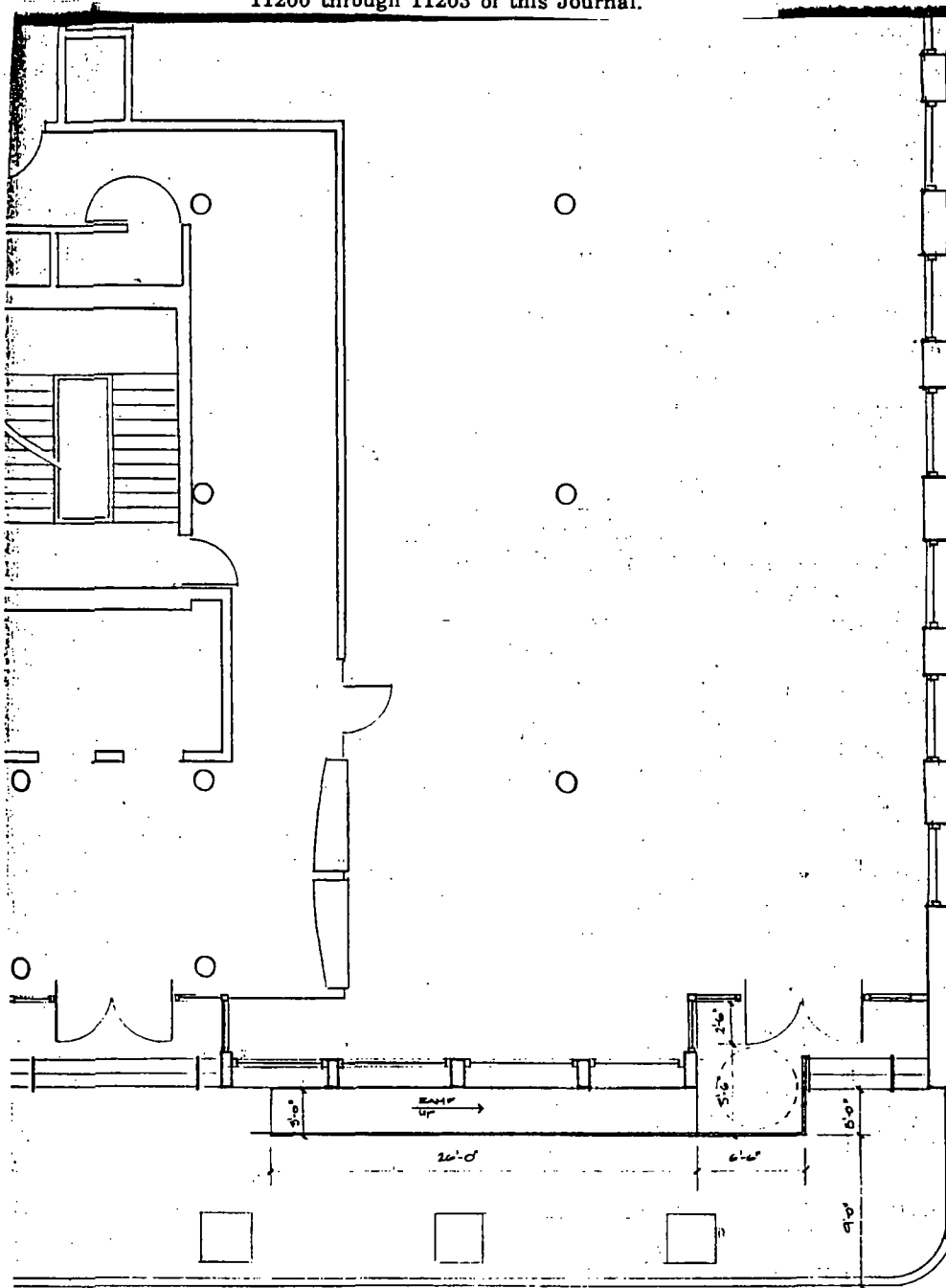
*425 West North Avenue Limited Partnership.*

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

**SECTION 1.** Permission and authority are hereby given and granted to 425 West North Avenue Limited Partnership, upon the terms and subject to

(Continued on page 11205)

Ordinance associated with this drawing printed on pages  
11200 through 11203 of this Journal.



FIRST FLOOR PLAN



1/8" = 1'-0"

(Continued from page 11203)

the conditions of this ordinance to construct, maintain and use one (1) vaulted sub-surface sidewalk space adjacent to its premises located at 425 West North Avenue. Said vaulted sidewalk shall extend along West North Avenue an area of nine feet three inches (9' 3") in length and six (6) feet in width and along North Hudson Street twenty-three feet (23') in length and thirteen and five tenths (13.5) feet in width for a total of three hundred sixty-seven (367) square feet. 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 made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the Commissioner of General Services at their discretion, at any time 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 to the City Municipal Code. In the event of the 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 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 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on  
page 11208 of this Journal.]

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AUTHORIZATION FOR GRANT OF PRIVILEGE IN PUBLIC WAY  
TO DE PAUL UNIVERSITY AT 2300 -- 2400 NORTH  
SEMINARY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

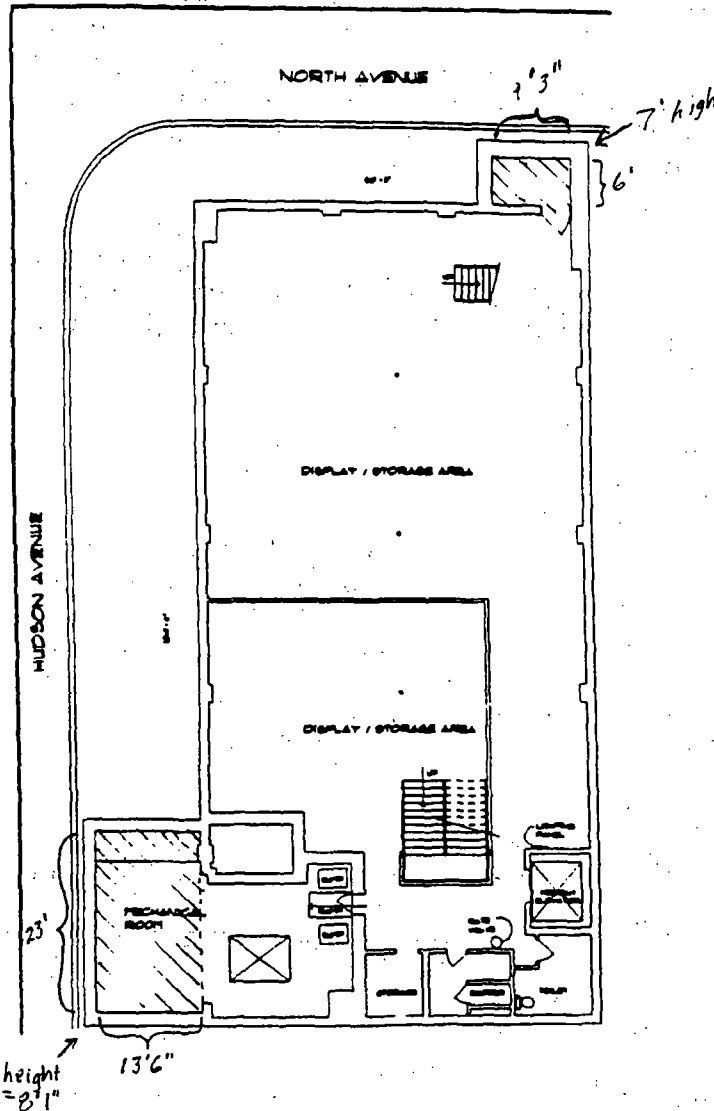
*To the President and Members of the City Council:*

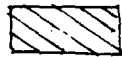
Your Committee on Transportation and Public Way, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith (referred on December 5, 1991) for a grant of privilege to DePaul University of Chicago to occupy that portion of the public right-of-way, located at 2300 to 2400 North Seminary Avenue, for the provision of a Pedestrian Mall for students, faculty and general pedestrian traffic.

(Continued on page 11209)

Ordinance associated with this drawing printed on pages  
11203 through 11207 of this Journal.

425 W. NORTH AVE  
CHICAGO  
SIDEWALK VAULTS



 = shaded area indicates vault

(Continued from page 11207)

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** Permission and authority are hereby given and granted to DePaul University of Chicago ("Grantee"), upon the terms and subject to the conditions of this ordinance to occupy a portion of public right-of-way located at 2300 to 2400 North Seminary Avenue, which is between West Fullerton Avenue and West Belden Avenue. Said occupation of space shall be used for the provision of a Pedestrian Mall for students, faculty and general pedestrian traffic ("Facilities") and shall occupy the entire length and width of the right-of-way for an approximate total of thirty-nine thousand two hundred four (39,204) square feet. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of the Facilities shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. The Facilities shall be

maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Public Works (or his successor) and the Commissioner of General Services (or his successor). The Grantee shall keep that portion of the public way over or under the Facilities 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 Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00) per annum, in advance, the first payment to be made as of date stated in Section 6, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the Grantee transfers title or vacates the premises, the Grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provision hereof, until the Facilities 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. The amounts paid by Grantee pursuant to this Section 2 shall apply as a credit against amounts payable by Grantee to the City in the event the public right-of-way described in Section 1, above, is vacated subsequent to the passage 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 and the Commissioner of General Services (or his successor) at their discretion, at any time 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 Facilities herein authorized and restore the public way where disturbed by the Facilities or by the removal thereof, to proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the Municipal Code of Chicago. 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 Grantee shall indemnify and hold and save its agents and employees harmless from any and all claims, liability, cost and expense, including actual attorneys' fees, judgments, costs and damages, arising out of the construction, installation, use, operation, maintenance, repair, replacement, removal or alteration of the Facilities or the Grantee's use of the Public Way including any claim for damage or destruction of property or for personal injuries to or deaths of persons.

**SECTION 5.** The Grantee shall obtain and keep in full force and effect, at Grantee's sole cost and expense, the following insurance:

**A. Worker's Compensation And Occupational Disease Insurance.**

Worker's Compensation and Occupational Disease Insurance, in statutory amounts covering all employees who are to provide a service in connection with this ordinance. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

**B. Commercial Liability Insurance (Primary And Umbrella).**

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

**C. Railroad Protective Liability Insurance.**

In addition to the above, when any work is to be done adjacent to or on transit property, the Grantee shall provide, with respect to the operations that the Grantee, its contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of transit 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.

**D. Automobile Liability Insurance.**

When any motor vehicles are used in connection with the Facilities or the Public Way, the Grantee 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 additional insured.

**E. Professional Liability.**

When any architects, engineers, or consulting firms perform work in connection with the Facilities or the Public way Professional Liability insurance shall be maintained with limits of \$500,000. The policy shall include Prior Acts coverage and/or Extended Reporting Period.

**F. Valuable Papers Insurance.**

When any plans, designs, drawings, specifications and documents are produced or used in connection with the Facilities or the Public Way, valuable papers insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

The Grantee will furnish the City of Chicago, Department of General Services (or its successor) with original Certificates of Insurance evidencing the required coverage to be in force on the date of the permit described in Section 6 and Renewal Certificate of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this ordinance.

The Insurance hereinbefore specified shall be carried until the Facilities are removed and the public way restored as herein required.

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

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services (or his successor) subject to the faithful observance and performance of all and singular the conditions and provisions of this ordinance, including without limitation the indemnity obligation set forth in Section 4, above and the insurance obligation set forth above in Section 5; provided that Grantee has filed a written acceptance of this ordinance with the City Clerk, and that Grantee has provided proof of insurance for the City of Chicago as herein required, and proof of payment of the first year's compensation to the Department of General Services (or its successor)

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 11214 of this Journal.]

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AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAYS (CANOPIES).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 November 6, 14 and 22, 1991) to maintain and use sundry canopies at various locations.

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.*

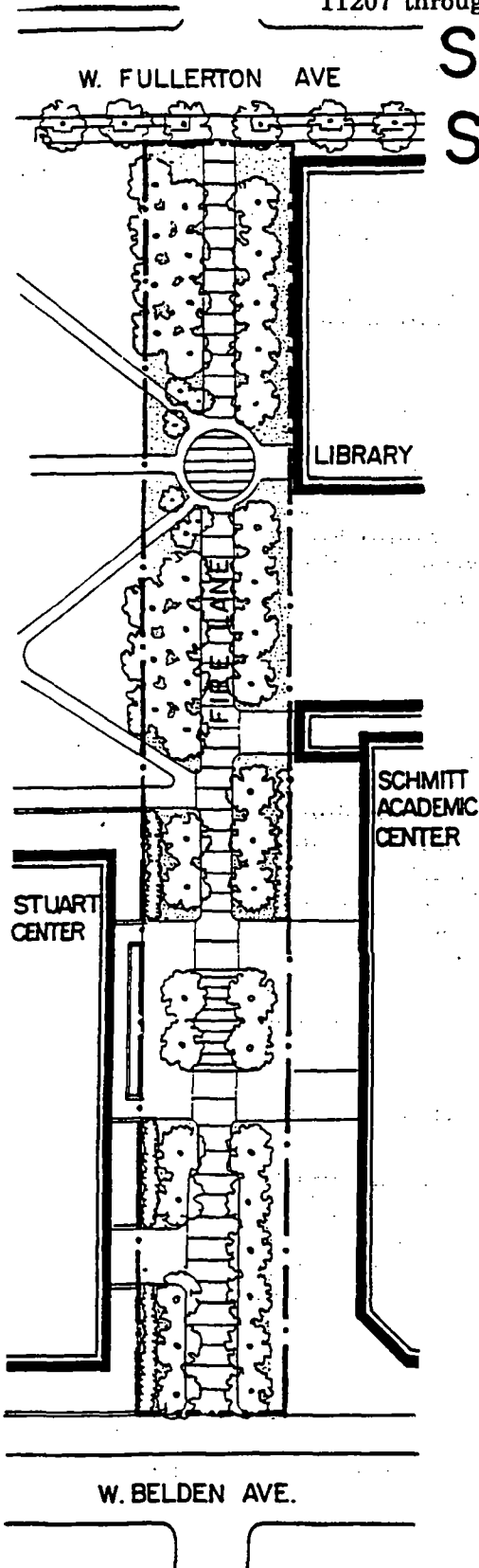
On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

(Continued on page 11215)



Ordinance associated with this drawing printed on pages 11207 through 11213 of this Journal.

# SEMINARY AVENUE SITE IMPROVEMENTS



PAVEMENT

FIRE LANE:

12 FT. WIDTH 8" REINFORCED CONCRETE PAVEMENT. PROVIDE WEST BELDEN TO WEST FULLERTON AVENUE WITH ROLLED CURBS

DECORATE PAVEMENT:

BUILDING ENTRY AREAS TO BE INTERLOCKING CONCRETE UNITS

WALKS:

STANDARD 5" CONCRETE SLAB

LANDSCAPING

SHADE TREES:

46 TREES MINIMUM 5" CALIPER

ORNAMENTAL TREES:

6 TREES MINIMUM 10 to 12 FT. HIGH

SHRUBS:

82 SHRUBS MINIMUM 3 TO 4 FT. HIGH

GROUND COVER:

SOD ON 6" TOP SOIL

STREET FURNITURE

FENCE:

6 FT. MATCHING STEEL FENCE ON WEST FULLERTON AVENUE MAINTAIN MINIMUM CLEAR 12 FT. WIDE FIRE LANE

TREE GRATES:

4 STANDARD 5 FT. W.I. TREE GRATES

PEDESTRIAN LIGHTS:

10 FT. HIGH 40 FT. ON CENTER

SEATING:

12 BENCHES 6 FT. IN LENGTH

(Continued from page 11213)

**Yeas** -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

**Nays** -- None.

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

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

*Acme Sporting Goods Manufacturing, Inc.: Canopy.*

**Ordered**, That the Commissioner of General Services is hereby authorized to issue a permit to Acme Sporting Goods Manufacturing, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Leavitt Street attached to the building or structure located at 1666 North Leavitt Street for a period of three (3) years from and after August 3, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*All American Nursing Home: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to All American Nursing Home ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Broadway attached to the building or structure located at 5448 North Broadway for a period of three (3) years from and after July 29, 1991 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 50 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*Altman Shoes: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Altman Shoes ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Monroe Street attached to the building or structure located at 118 West Monroe Street for a period of three (3) years from and after November 18, 1990 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 18 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*American National Bank & Trust Co. Under  
Trust Number 47955: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank & Trust Co., under Trust Number 47955 ("Permittee") to maintain and use ten (10) canopies over the public right-of-way in North Broadway attached to the building or structure

located at 3300 -- 3332 North Broadway for a period of three (3) years from and after December 30, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 7 at 13 feet, 2 at 16 feet and 1 at 6 feet, respectively, in length, nor 10 at 2 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Attitude Adjustment, Inc.: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Attitude Adjustment, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Armitage Avenue attached to the building or structure located at 322 West Armitage 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 36 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars (\$61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Belle Shore Partnership: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Belle Shore Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Bryn Mawr Avenue attached to the building or structure located at 1062 West Bryn Mawr Avenue for a period of three (3) years from and after February 25, 1991 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 8 feet in length, nor 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Bryn Mawr Apartment Partnership: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Bryn Mawr Apartment Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Kenmore Avenue attached to the building or structure located at 5500 North Kenmore Avenue for a period of three (3) years from and after May 4, 1989 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 18 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Chicago Odgen Building Corporation: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Odgen Building Corporation ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 1030 West Chicago Avenue for a period of three (3) years from and after August 3, 1991 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 10 feet in length, nor 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.



*Chicago Premium Yogurt, Inc.: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Premium Yogurt, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2542 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 13 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Chicago Title & Trust Co., Under Trust  
Number 1082784: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Title & Trust Co., under Trust Number 1082784

("Permittee") to maintain and use three (3) canopies over the public right-of-way in East 53rd Street attached to the building or structure located at 1600 -- 1610 East 53rd Street for a period of three (3) years from and after December 23, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 16 feet, 1 at 28 feet and 1 at 30 feet, respectively, in length, nor 3 at 2 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Chicago Title & Trust Co., Under Trust  
Number 1082784: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Title & Trust Co., under Trust Number 1082784 ("Permittee") to maintain and use three (3) canopies over the public right-of-way in East 53rd Street attached to the building or structure located at 1600 -- 1610 East 53rd Street for a period of three (3) years from and after December 23, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public

Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 16 feet, 1 at 28 feet and 1 at 30 feet respectively, in length, nor 3 at 2 feet respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Cole Haan Company Store: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Cole Haan Company Store ("Permittee") to maintain and use three (3) canopies over the public right-of-way in North Michigan Avenue attached to the building or structure located at 669 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 10 feet, 1 at 12 feet and 1 at 17 feet respectively, in length, nor 2 at 3 feet and 1 at 7 feet respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Eliberto A. Mendia, Mendia Ornamental Iron: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Eliberto A. Mendia, Mendia Ornamental Iron ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Cermak Road attached to the building or structure located at 3105 West Cermak Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Estelle Beauty Salon: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Estelle Beauty Salon ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2746 North Clark Street for a period of three (3) years from and after June 21, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Evergreen Plaza Associates: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Evergreen Plaza Associates ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West 95th Street attached to the building or structure located at 2301 West 95th Street for a period of three (3) years from and after December 30, 1991 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 26 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*Executive House Hotel: Canopy.*

**Ordered,** That the Commissioner of General Services is hereby authorized to issue a permit to Executive House Hotel ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Wacker Drive attached to the building or structure located at 71 East Wacker Drive 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 19 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Fashion Enterprises, Inc.: Canopy.*

**Ordered,** That the Commissioner of General Services is hereby authorized to issue a permit to Fashion Enterprises, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at 4834 West Irving Park 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 100 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*GB Trattoria, L.P.: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to G B Trattoria, L.P. ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Clybourn Avenue attached to the building or structure located at 1960 North Clybourn 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 12 feet in length, nor 8 feet in width.



The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*General Parking Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to General Parking Corporation ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at 400 North Wabash Avenue for a period of three (3) years from and after December 22, 1991 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 70 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-five and no/100 Dollars (\$95.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Golden Apple Restaurant, Inc.: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Golden Apple Restaurant, Inc. ("Permittee") to maintain and use two (2) canopies over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 2971 North Lincoln Avenue for a period of three (3) years from and after September 1, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 65 feet and 61 feet, respectively, in length, nor 6 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Seventy-six and no/100 Dollars (\$176.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*J. A. Friedman & Associates: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to J. A. Friedman & Associates ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Hubbard Street attached to the building or structure located at 54 West Hubbard Street for a period of three (3) years from and after July 13, 1991 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 48 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Lincoln Park Villas Condominium Association: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Lincoln Park Villas Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Canal Street attached to the building or structure located at 1920 North Clark Street for a period of three (3) years from and after February 25, 1991 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 40 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-five and no/100 Dollars (\$65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*Ms. Dolores Nessie: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Dolores Nessie ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Montrose Avenue attached to the building or structure located at 5919 West Montrose Avenue for a period of three (3) years from and after May 4, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*Pierre Condominium Association: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Pierre Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in Lincoln Park West attached to the building or structure located at 2100 Lincoln Park West for a period of three (3) years from and after May 25, 1991 in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Dr. Stefan J. Pressling: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Dr. Stefan J. Pressling ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 3460 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Sherwell Realty Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Sherwell Realty Corporation ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Sheridan Road attached to the building or structure located at 3000 North Sheridan Road for a period of three (3) years from and after October 28, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or

litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Stu-Ben Partners: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Stu-Ben Partners ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Van Buren Street attached to the building or structure located at 1224 West Van Buren 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 10 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*The Talbott Hotel: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The Talbott Hotel ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 20 East Delaware Place for a period of three (3) years from and after July 2, 1991 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 18 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*That's Our Bag: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to That's Our Bag ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 734 North Michigan 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 14 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Turn Verein Lincoln: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Turn Verein Lincoln ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Diversey Parkway attached to the building or structure located at 1019 West Diversey Parkway for a period of three (3) years from and after July 29, 1991 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 16 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Two East Oak Condominium Association: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Two East Oak Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Oak Street attached to the building or structure located at Two East Oak Street for a period of three (3) years from and after January 1, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 22 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*Village Theatre: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Village Theatre ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 1548 North Clark Street for a period of three (3) years from and after July 12, 1991 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 24 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or

litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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*White Hen Pantry, Inc.: Canopies.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to White Hen Pantry, Inc. ("Permittee") to maintain and use three (3) canopies over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 2201 North Lincoln Avenue for a period of three (3) years from and after May 15, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 28 feet, 1 at 12 feet and 1 at 30 feet respectively, in length, nor 3 at 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and 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 Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege

herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Zephyr Ice Cream Shop: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Zephyr Ice Cream Shop ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Wilson Avenue attached to the building or structure located at 1767 West Wilson Avenue for a period of three (3) years from and after September 15, 1991 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 40 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-five and no/100 Dollars (\$65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

*The 100 East Walton Condominium Association: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The 100 East Walton Place Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Walton Place attached to the building or structure located at 100 East Walton Place for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and 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 Commissioner of General Services 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 Commissioner of General Services.

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**AUTHORIZATION FOR APPROVAL OF PLAT OF "ONE  
EAST DELAWARE PLACE" SUBDIVISION ON  
PORTION OF NORTH STATE STREET.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 approval of a plat of "One East Delaware Place" vertical subdivision located on the east side of North State Street between East Delaware Place and East Chestnut Street. This ordinance was referred to the committee on November 6, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of "One East Delaware Place" vertical subdivision located on the east side of North State Street between East Delaware Place and East Chestnut Street, as shown on the attached plat, when the necessary certificates are shown on



said plat for American National Bank and Trust Company of Chicago, as Trustee, Trust No. 06934806 and the LaSalle National Bank, as Trustee, Trust No. 104384 (File No. 3-42-91-1632).

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

[Plat referred to in this ordinance omitted for printing purposes  
but on file and available for public inspection  
in the Office of the City Clerk.]

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AUTHORIZATION FOR APPROVAL OF PLAT OF TAMERLANE  
CRESCENT RESUBDIVISION ON PORTION OF  
NORTH JANSSEN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a substitute ordinance directing the approval of a plat of Tamerlane Crescent Resubdivision located on the west side of North Janssen Avenue approximately 722 feet north of West Wrightwood Avenue. This ordinance was referred to the committee on December 5, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Tamerlane Crescent Resubdivision located on the west side of North Janssen Avenue approximately 722 feet north of West Wrightwood Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Tamerlane Associates Limited Partnership (File No. 29-43-91-1630).

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

[Plat attached to this ordinance printed on  
page 11248 of this Journal.]

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**AUTHORIZATION FOR APPROVAL OF PLAT OF  
QUINN'S RESUBDIVISION AT SOUTHEAST  
CORNER OF WEST PALATINE  
AVENUE AND NORTH  
NEWARK AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

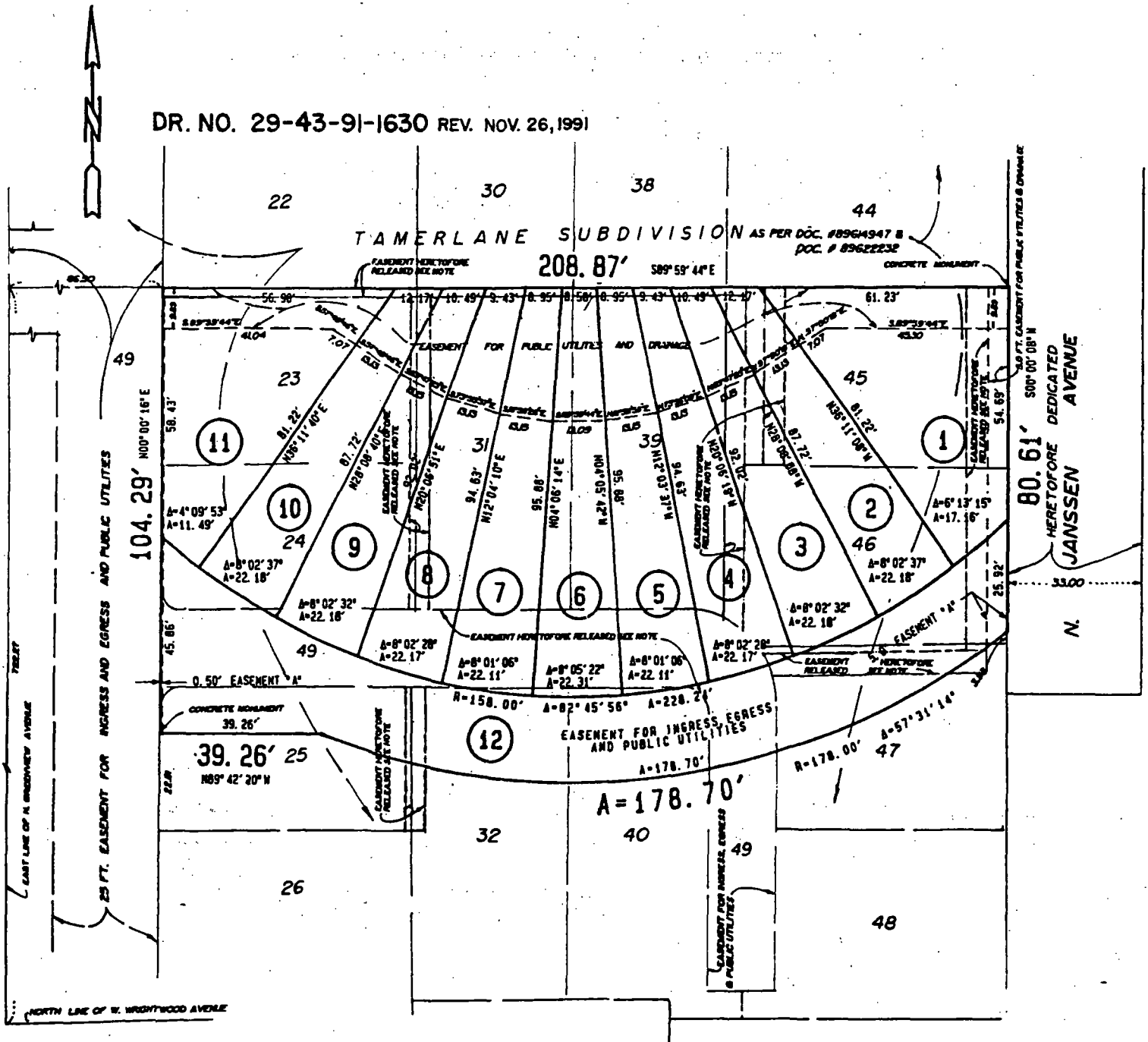
(Continued on page 11249)

Ordinance associated with this plat printed on pages 11246 through 11247 of this Journal.

# TAMERLANE CRESCENT

BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DR. NO. 29-43-91-1630 REV. NOV. 26, 1991



(Continued from page 11247)

CHICAGO, December 5, 1991.

*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 approval of a plat of Quinn's Resubdivision located at the southeast corner of West Palatine Avenue and North Newark Avenue having a frontage of 180.00 feet on West Palatine Avenue and a frontage of 150.00 feet on North Newark Avenue. This ordinance was referred to the committee on June 12, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Quinn's Resubdivision located at the southeast corner of West Palatine Avenue and North Newark Avenue and having a frontage of 180.00 feet on West Palatine Avenue and a frontage of 150.00 feet on North Newark Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Steve Quinn (File No. 31-41-91-1597).

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

[Plat attached to this ordinance printed  
on page 11251 of this  
Journal.]

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**AUTHORIZATION FOR EXEMPTION OF MR. BILL HOUCK  
FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY  
FOR PARKING FACILITIES FOR  
4309 NORTH KENMORE  
AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 Public Works to exempt Bill Houck from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 4309 North Kenmore Avenue. This ordinance was referred to the committee on November 6, 1991.

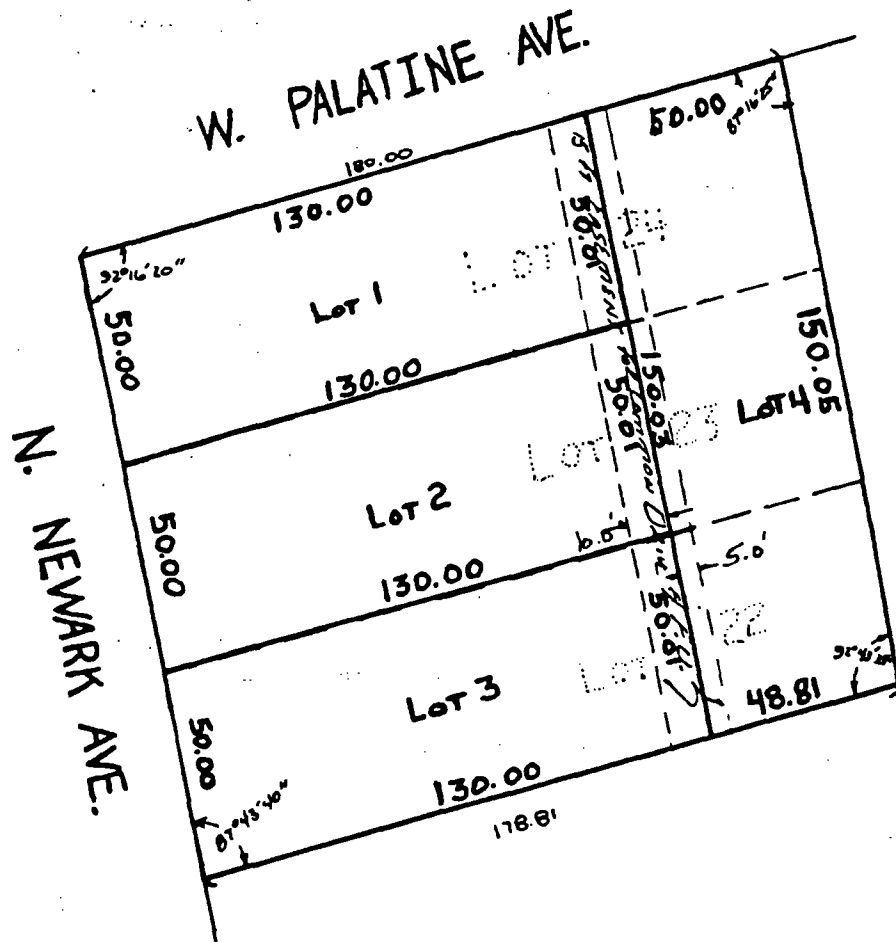
(Continued on page 11252)

Ordinance associated with this plat printed on pages 11247 through 11250 of this Journal.

# PROPOSED QUINN'S RESUBDIVISION OF

LOTS 22, 23 AND 24 IN BLOCK 69 IN NORWOOD PARK SUBDIVISION OF THAT PART OF NORWOOD PARK LYING NORTH AND EAST OF NORWOOD AVENUE, BEING ALL OF SECTION (EXCEPT 30 ACRES IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 NORTH OF RAND ROAD) 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

No. 31-41-91-1597



(Continued from page 11250)

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to the Municipal Code 10-20-220 (Prior Code Section 33-19.1), the Commissioner of Public Works is hereby authorized and directed to exempt Bill Houck of 4309 North Kenmore Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4309 North Kenmore Avenue.

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

AUTHORIZATION FOR EXEMPTION OF MR. THOMAS STELLER  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING  
FACILITIES FOR 5355 -- 5365 WEST  
DEVON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 Public Works to exempt Thomas Steller from provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5355 -- 5365 West Devon Avenue. This ordinance was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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



The following is said ordinance as passed:

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

SECTION 1. Pursuant to the Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Thomas Steller of 5355 -- 5365 West Devon Avenue from provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5355 -- 5365 West Devon Avenue.

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

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REQUEST FOR PAVEMENT BY SPECIAL ASSESSMENT OF  
NORTH-SOUTH ALLEY BOUNDED BY SOUTH PHILLIPS  
AVENUE, SOUTH ESSEX AVENUE, EAST 89TH  
STREET AND EAST 90TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete by special assessment of the north-south alley between South Phillips Avenue and South Essex Avenue, from East 89th Street to East 90th Street. This order was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete by special assessment of the north-south alley between South Phillips Avenue and South Essex Avenue, from East 89th Street to East 90th Street.

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REQUEST FOR PAVEMENT BY SPECIAL ASSESSMENT OF  
NORTH-SOUTH ALLEY BOUNDED BY SOUTH SOUTH  
SHORE DRIVE, SOUTH COLES AVENUE,  
EAST 79TH STREET AND EAST  
CHELTENHAM PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete by special assessment of the north-south alley between South South Shore Drive, South Coles Avenue, East 79th Street and East

Cheltenham Place. This order was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete by special assessment, of north-south alley between South South Shore Drive, South Coles Avenue, East 79th Street and East Cheltenham Place.

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REPEAL OF ORDINANCE WHICH ESTABLISHED  
TAXICAB STAND NUMBER 537 ON PORTION  
OF EAST ERIE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 14, 1991) repealing an ordinance which established a taxicab stand on East Erie Street, along the south curb, from a point 20 feet east of North State Street, to a point 105 feet east thereof; and known as stand No. 537, for 5 taxicabs.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on October 31, 1983, pages 2924 -- 2925 of the Journal of Proceedings, establishing the following taxicab stand:

Stand No. 537

On East Erie Street, along the south curb, from a point 20 feet east of North State Street, to a point 105 feet east thereof, 5 vehicles,

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

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INSTALLATION OF "REVEREND EUGENE CHERRY STREET" HONORARY STREET SIGNS ON PORTION OF SOUTH HERMITAGE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing the Commissioner of Public Works to take the necessary action for installation of "Reverend Eugene Cherry Street" honorary signs on South Hermitage Avenue between West 88th Street and West 89th Street. This ordinance was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary measures for standardization of South Hermitage Avenue between West 88th and West 89th Streets as "Reverend Eugene Cherry Street".

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

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INSTALLATION OF "REVEREND JESSE STRONG DRIVE"  
HONORARY STREET SIGNS ON PORTION OF  
SOUTH LAFAYETTE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

*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 Public Works to take the necessary action for the installation of "Reverend Jesse Strong Drive" honorary street signs on South Lafayette Avenue between West 119th and West 120th Streets. This ordinance was referred to the committee on November 22, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Lafayette Avenue between West 119th and West 120th Streets as "Reverend Jesse Strong Drive".

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

INSTALLATION OF "REVEREND LARRY TROTTER AVENUE"  
HONORARY STREET SIGNS ON PORTION OF  
SOUTH MORGAN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing the Commissioner of Public Works to take the necessary action for the installation of "Reverend Larry Trotter Avenue" honorary street signs on South Morgan Street between West 102nd Street and West 103rd Street. This ordinance was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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



The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary measures for standardization of South Morgan Street between West 102nd and West 103rd Streets as "Reverend Larry Trotter Avenue".

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

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INSTALLATION OF "REVEREND R. C. ODOM DRIVE"  
HONORARY STREET SIGNS ON PORTION OF  
SOUTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass an ordinance authorizing the Commissioner of Public Works to take the necessary action for installation of "Reverend R. C. Odom Drive" honorary street signs on South Halsted Street between West 93rd Street and West 94th Street. This ordinance was referred to the committee on November 14, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary steps for standardization of South Halsted Street between West 93rd Street and West 94th Street as "Reverend R. C. Odom Drive".

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

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CONSIDERATION FOR HONORARY DESIGNATION OF  
PORTION OF NORTH CLAREMONT AVENUE  
AS "JOSE DE DIEGO AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 5, 1991.

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

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order authorizing the Commissioner of Public Works to take the necessary action for the installation of "Jose De Diego Avenue" honorary street signs on North Claremont Avenue from West Wabansia Avenue to North Potomac Avenue. This order was referred to the committee on November 6, 1991.

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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to honorarily designate North Claremont Avenue, from West Wabansia Avenue to North Potomac Avenue memorializing the street to "Jose De Diego Avenue".

**AGREED CALENDAR.**

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Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Aldermen Dixon, Murphy and Hendon. 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

Sponsored by the aldermen 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*

**ALDERMAN MAZOLA (1st Ward):**

**CONGRATULATIONS EXTENDED TO MISS ALYNA CHIEN  
ON BEING NAMED MISS CHINATOWN  
FRIENDSHIP AMBASSADOR BY  
CHINATOWN CHAMBER  
OF COMMERCE.**

WHEREAS, Miss Alyna Chien, a citizen of Chicago, has been named Miss Chinatown Friendship Ambassador by the Chinatown Chamber of Commerce; and

WHEREAS, As a result of being selected Miss Chinatown, Miss Chien will travel to the City of Hong Kong for an international competition which will draw contestants from around the world; and

WHEREAS, Miss Chien will be officially representing our city, as a place where all people are welcome to visit, live and work as well as a desirable location for business, trade and industry; and

WHEREAS, Miss Chien as a past graduate of the University of Chicago and as a current member of the pre-med program at the University of Illinois will be an able and articulate spokeswoman for the City of Chicago; and

WHEREAS, Miss Chien will be leaving for Hong Kong on January 2, 1991 for appearances and preparations for the International Pageant which will be held in Hong Kong on January 26, 1991 at which time a Miss International Friendship Ambassador will be selected; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:* That the City Council officially commends Miss Ayna Chien on her selection as Miss Chinatown Friendship Ambassador by the Chinatown Chamber of Commerce; and

*Be It Further Resolved,* That Miss Chien will make an excellent representative for the City of Chicago in her various traveling; and

*Be It Further Resolved,* That the City Council as well as all the citizens of our city wish Miss Chien success in her efforts to be named Miss International Friendship Ambassador.

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*Presented By*

**ALDERMAN DIXON (8th Ward):**

**TRIBUTE TO LATE MRS. GLADYS HOLMES JENKINS.**

WHEREAS, God in his infinite wisdom has called to her eternal reward Gladys Holmes Jenkins, beloved citizen and friend, November 18, 1991; and

WHEREAS, A native of Rankin County, Mississippi, Gladys Holmes Jenkins moved to Chicago in 1955. She was united in Holy Matrimony to the late Anderson Jenkins in 1939, and to this union three daughters were born; and

WHEREAS, A devout citizen throughout her life, Gladys Holmes Jenkins raised a proud family and gave willingly and unselfishly of her time and talent. She leaves to mourn her daughters, Effie Jenkins Joe, Martha Jenkins, and Sherry Jenkins Clay, three grandchildren, and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our sorrow on the passing of Gladys Holmes Jenkins, and extend to her family our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Gladys Holmes Jenkins.

---

*Presented By*

**ALDERMAN HUELS (11th Ward):**

**TRIBUTE TO LATE MR. JOHN J. CORDIN, SR.**

WHEREAS, John J. Cordin, Sr. passed away on Friday, November 29, 1991, at the age of seventy-nine; and

WHEREAS, John J. Cordin, Sr. was a lifelong resident of the 11th Ward, Canaryville community; and

WHEREAS, John J. Cordin, Sr., devoted son of the late John and Mary (nee Sheehan) Cordin; and

WHEREAS, John J. Cordin, Sr., beloved husband of the late Mary (nee Gibson); and

WHEREAS, John J. Cordin, Sr., dearest father of John, Jr. (Kathleen), Mary Trentz, and Charles (Linda) Cordin; and

WHEREAS, John J. Cordin, Sr., loving grandfather of nine; and

WHEREAS, John J. Cordin, Sr., the dear brother of the late Catherine McCullough and the fond uncle of many nieces and nephews; and

WHEREAS, John J. Cordin, Sr., a member of American Legion Post 401 and a lifelong member and parishioner of Saint Gabriel Parish; and

WHEREAS, John J. Cordin, Sr., a retired letter carrier and member of Postal Workers Union Branch 11; and

WHEREAS, John J. Cordin, Sr. will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this eleventh day of December in 1991, do hereby mourn the death of John J. Cordin, Sr., and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of John J. Cordin, Sr..

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*TRIBUTE TO LATE MRS. ELEANOR GRAFF.*

WHEREAS, Eleanor "The Flower Cottage" Graff (nee Rompa) passed away on Saturday, November 30, 1991, at the age of sixty-nine; and

WHEREAS, Eleanor Graff was a lifelong resident of the 11th Ward, Bridgeport community; and

WHEREAS, Eleanor Graff, beloved wife of the late Louis E.; and

WHEREAS, Eleanor Graff, dearest mother of Lois "Bunni" (Eric) Ackerman, Terrence (Elaine), Timothy, and Kevin (Patricia); and

WHEREAS, Eleanor Graff, the loving grandmother of Genine, Jeffrey, Kristen, Louis, Lenore, Sadie and Brittany; and

WHEREAS, Eleanor Graff, the fond sister of Florence "Dolly" (Bernard) Jesczak and Frances "Babe" (Walter) Kay; and

WHEREAS, Eleanor Graff will be greatly missed by the many family members and friends whose lives she touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this eleventh day of December in 1991, do hereby mourn the death of Eleanor Graff, and may we also extend our deepest sympathy to her many aggrieved friends and family members; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Eleanor Graff.

*TRIBUTE TO LATE MR. MICHAEL W. KROK.*

WHEREAS, Michael W. Krok passed away on Wednesday, November 27, 1991, at the age of twenty-three; and

WHEREAS, Michael W. Krok was a lifelong resident of the 11th Ward, Bridgeport community; and

WHEREAS, Michael W. Krok, beloved son of Bernard and Cecile (nee Krzyzanski); and

WHEREAS, Michael W. Krok, cherished brother of Kenneth M. and Deborah L. (John) Scumaci; and

WHEREAS, Michael W. Krok, the loving uncle of Nicholas John Michael Scumaci; and

WHEREAS, Michael W. Krok, dear grandson of Kate (the late Walter) Scumaci and Victoria (the late Felix) Krzyzanski; and

WHEREAS, Michael W. Krok will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this eleventh day of December in 1991, do hereby mourn the death of Michael W. Krok, and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Michael W. Krok.

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*TRIBUTE TO LATE MR. JEROME L. SLOAN.*

WHEREAS, Jerome L. Sloan passed away on Thursday, November 28, 1991, at the age of sixty-five; and

WHEREAS, Jerome L. Sloan was a lifelong friend to residents of the 11th Ward, Bridgeport community; and

WHEREAS, Jerome L. Sloan, beloved husband of Rosita; and

WHEREAS, Jerome L. Sloan, dearest father of Allan, Martin, Daniel, Debra, Andrea, and Lisa; and



WHEREAS, Jerome L. Sloan, the loving grandfather of six; and

WHEREAS, Jerome L. Sloan, the fond brother of Raymond, Faye Dudovitz and Lorraine Hausman; and

WHEREAS, Jerome L. Sloan had been with the family-owned business, Sloan Metal Company, Inc. for the last twenty-five years, prior to that he held numerous positions, including salesman, for Union Liquors; and

WHEREAS, Jerome L. Sloan was a petty officer in the Navy during World War II and a member of the Sam Neivelt Jewish War Veterans; and

WHEREAS, Jerome L. Sloan coached numerous Little League baseball teams in Chicago and Skokie; and

WHEREAS, Jerome L. Sloan, will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this eleventh day of December in 1991, do hereby mourn the death of Jerome L. Sloan, and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Jerome L. Sloan.

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*Presented By*

**ALDERMAN MADRZYK (13th Ward) And  
ALDERMAN BURKE (14th Ward):**

**CONGRATULATIONS EXTENDED TO SAINT MARY STAR  
OF THE SEA CATHOLIC GRADE SCHOOL AS  
WINNER OF SOUTHWEST CATHOLIC  
CONFERENCE FOOTBALL TITLE.**

WHEREAS, Saint Mary Star of the Sea Catholic Grade School, located on Chicago's southwest side, recently won the Southwest Catholic Conference Football Title at both the varsity and widget levels; and

WHEREAS, The varsity team, consisting of seventh and eighth graders, and the widget team, consisting of fourth, fifth and sixth graders, both finished the season undefeated at 10 -- 0; and

WHEREAS, This is the first time that one school's varsity and widget teams both went undefeated and won the conference title; and

WHEREAS, Saint Mary Star of the Sea's unprecedented accomplishment is the result of the dedication and hard work of the coaches, the players and their families; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this eleventh day of December, 1991, do hereby congratulate Saint Mary Star of the Sea Catholic Grade School for its championship football teams; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Saint Mary Star of the Sea Catholic Grade School.

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*Presented By*

**ALDERMAN BURKE (14th Ward):**

**CONGRATULATIONS EXTENDED TO MR. SAMUEL K. SKINNER  
ON HIS APPOINTMENT BY PRESIDENT GEORGE BUSH  
AS WHITE HOUSE CHIEF OF STAFF.**

WHEREAS, President George Bush recently appointed former Chicagoan Samuel K. Skinner as his White House Chief of Staff; and

WHEREAS, Mr. Skinner is a man of intelligence and character who has had a distinguished career in public service; and

WHEREAS, Mr. Skinner has ably served the people of the United States as Secretary of the Department of Transportation for three years. Prior to that, Mr. Skinner served as Chairman of the Regional Transportation Authority in Illinois and as the United States Attorney from Chicago; and

WHEREAS, No matter what office he held, Mr. Skinner displayed his customary organizational and leadership skills and carried out his duties in an exemplary manner, thereby upholding the finest traditions of public service; and

WHEREAS, Mr. Skinner will now employ his considerable talents in the service of the President of the United States; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this eleventh day of December, 1991, do hereby honor Samuel K. Skinner on the occasion of his being named White House Chief of Staff, and do hereby wish him success in his new position; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Samuel K. Skinner.

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**APPRECIATION EXTENDED TO MR. MORT GORDON FOR  
HIS MANY YEARS OF DEDICATED SERVICE  
TO CITY OF CHICAGO.**

WHEREAS, Throughout the world, salary, recognition and perquisites form a troika of job incentives through which workers are attracted to and decide to maintain tenure in positions; and

WHEREAS, There exist those relative few for whom the usual external job attractions and enhancements are subservient to a greater inner imperative which gives precedence to the knowledge that one's labors are dedicated to serving the public; and

WHEREAS, The disparity in external rewards between those who labor in the private sector and those who are public servants is particularly acute for members of the bar; and

WHEREAS, Attorney Mort Gordon has served the people of Chicago for over thirty years, offering his expertise and diligence as the Deputy City Clerk of Chicago from 1961 to 1979 and as Chief Legal Advisor and Administrative Assistant to City Clerk Walter S. Kozubowski from 1979 to the present; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this eleventh day of December, 1991, do hereby express our appreciation for the service Mort Gordon has provided the people of Chicago and offer our best wishes for an equally productive and satisfying future.

*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN RUGAI (19th Ward):**

**CONGRATULATIONS EXTENDED TO MOUNT CARMEL HIGH  
SCHOOL AS WINNERS OF ILLINOIS HIGH SCHOOL  
ASSOCIATION CLASS 5A FOOTBALL  
CHAMPIONSHIP.**

WHEREAS, Chicago's Mount Carmel High School won the Illinois High School Association Class 5A Football Championship on November 30, 1991; and

WHEREAS, The Mount Carmel Caravan distinguished itself by becoming only the second team in Illinois history to win four consecutive state football titles; and

WHEREAS, The championship victory capped an outstanding season in which the Caravan won twelve games and lost only two, and added another chapter to Mount Carmel's long tradition of athletic excellence; and

WHEREAS, The championship season was the result of the dedication and hard work on the part of all the young men on the team and on the part of Head Coach Frank Lenti and his staff; and

WHEREAS, The Caravan's accomplishments on the football field are the product of the Mount Carmel spirit and the school's dedication to excellence in athletics and academics; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this eleventh day of December, 1991, do hereby honor Mount Carmel High School on the occasion of its winning its fourth consecutive state football championship; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mount Carmel High School.

*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN BIALCZAK (30th Ward):**

**APPRECIATION EXTENDED TO MS. MARY SUE BARRETT  
FOR HER YEARS OF DEDICATED SERVICE  
TO CITY OF CHICAGO.**

WHEREAS, Mary Sue Barrett recently left her position as Assistant to the Mayor in the Mayor's Office of Intergovernmental Affairs; and

WHEREAS, Ms. Barrett, a woman of intelligence and character, was a loyal and dedicated member of the Administration of Mayor Richard M. Daley for several years; and

WHEREAS, Ms. Barrett acted as the Mayor's liaison to the City Council, a position that allowed her to use her considerable talents to facilitate a smooth operation between the executive and legislative branches of City government; and

WHEREAS, During her tenure with the City, Ms. Barrett dedicated herself to the citizens of Chicago in the finest tradition of public service; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this eleventh day of December, 1991, do hereby honor Mary Sue Barrett for her service to the City of Chicago, and do hereby wish her well in all her future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Sue Barrett.

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*Presented By*

**ALDERMAN STREETER (17th Ward):**

**CONGRATULATIONS EXTENDED TO HAROLD WASHINGTON  
COLLEGE FOR FIRST ANNUAL BLACK MALENESS  
SPEAKERS PROGRAM.**

WHEREAS, Harold Washington College, one of the City Colleges of

Chicago, has celebrated its First Annual Black (a.k.a. African-American) Maleness Speaker Program during the months of November and December, 1991; which was a vision of Professor Martha H. Palmer-Convener and the Harold Washington College Black Women's Caucus; and

WHEREAS, The Harold Washington College Black Women's Caucus identified and did salute nearly four hundred Black Male students currently enrolled in our college for their academic excellence (grade point average 3.0-4.0) and their academic striving (grade point average 2.5-2.99); and

WHEREAS, The Black Male students have expressed their enlightenment, inspiration, motivation, encouragement and the sincere need to have additional programs developed to address the nationwide concerns that face our Black Males today; and

WHEREAS, The Harold Washington College under the leadership of Dr. Bernice J. Miller, President and the Black Women's Caucus of Harold Washington College under the leadership of Convener Martha H. Palmer, Professor of Counseling, do plan to address two other essential areas that impact not only upon all African-American (Black) students, but all students that attend Harold Washington College 1991 -- 1992 and has demonstrated a need for continuous and high moral standards to be enhanced and further developed within our male students and all students as a whole; and

WHEREAS, Harold Washington College through our Black Maleness Speakers Program has attempted to further support the future goals and directions of our students; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby celebrate the First Annual Black Maleness Speakers Program, the initiative of The Harold Washington Black Women's Caucus and we both salute and acknowledge the contributions of Harold Washington College (a.k.a. Loop) for its contributions to our young and older students; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Dr. Bernice J. Miller, President, Harold Washington College; Martha H. Palmer, Professor of Counseling and Convener of the Harold Washington Black Women's Caucus; Dr. Earl Tinsley, Vice President of Academic Affairs, Harold Washington College and Larry Stander, Chairperson of the Harold Washington Counseling Department.

**DECEMBER 10, 1991 PROCLAIMED "HUMAN RIGHTS DAY"  
AND DECEMBER 9 THROUGH DECEMBER 14, 1991  
PROCLAIMED "HUMAN RIGHTS AWARENESS  
WEEK IN CHICAGO".**

WHEREAS, The Universal Human Rights Organization of African People will engage in and sponsor Human Rights Day Awareness and Human Rights Awareness Week activities, through its chapters in Chicago, Illinois; Kansas City, Missouri; Omaha, Nebraska and Des Moines, Iowa for the entire week of December 9, 1991 through December 14, 1991 -- with specific emphasis on Human Rights Day -- December 10, 1991; and

WHEREAS, On December 10, 1948, the United Nations adopted the Universal Declaration of Human Rights which affirms the inherent dignity and equal and inalienable rights of all people, and gives a list of human rights; and

WHEREAS, This pronouncement by the United Nations was a milestone in juridical and human history. For the first time, governments agreed on a standard against which to measure their treatment of citizens. Until the founding of the United Nations, governments contended that such matters were of an internal nature, and not the legitimate concern of the world community. In adopting the Declaration, nations pledged to recognize and observe such human rights as life, liberty and security of persons; equality before the law; freedom of thought, conscience and religion; freedom of opinion and expression; the right to work and to free choice of employment; the right to a standard of living adequate for health and well-being; the right to education; and the right to participate in the cultural life of one's community; and

WHEREAS, The Declaration was originally conceived of as a statement of objectives to be achieved by governments and, as such, not part of binding international law. But today, nearly forty-three years later, it is accepted by so many nation states that it is considered to be an international standard against which their behaviour is measured; and

WHEREAS, In the General Assembly, the Security Council and other organs of the United Nations, the Declaration is invoked constantly. It is cited regularly in international legal instruments. It is invoked in numerous national constitutions. It has inspired and sometimes become part of countries' national legislation; it is cited with approval in national courts; and

WHEREAS, Legal force has been given to the principles of the Declaration by two covenants -- one on economic and social rights, the other on civil and political rights. These were adopted by the United Nations in December, 1966. Today, over half of the United Nations member nation states have become parties to these covenants, thereby being obliged to protect the

specific human rights of their people as spelled out in the two documents; and

WHEREAS, In an ongoing effort based on the principles contained in the Declaration, the United Nations has adopted some fifty other legal instruments on human rights. These include declarations and conventions on genocide, slavery, torture, racial discrimination, apartheid, protection of refugees and children and discrimination against women. Through the resolutions of the General Assembly, the United Nations focuses world attention on mass human rights violations such as apartheid in South Africa and racial discrimination wherever it occurs; and

WHEREAS, The Human Rights Commission -- the main human rights body of the United Nations -- every year examines thousands of complaints about rights violations. It appoints experts to look into allegations of gross violation of human rights. It has opened dialogue with governments on human rights abuses, in many cases successfully helping to bring about changes; and

WHEREAS, Human Rights Day is observed every year on December 10th. It is the anniversary of the day of the United Nations General Assembly adopted the Universal Declaration of Human Rights. It is a time for governments and people alike to reaffirm their faith in the Declaration and to recommit themselves to its principles; and

WHEREAS, The United Nations Offices around the world will hold commemorative events on that day. Throughout 1992 and beyond, special efforts will be made to focus the attention of people all over the world to their basic human rights and to the international machineries available to help realize those rights; and

WHEREAS, It is well known that there is a need to raise an "International Human Rights Consciousness" among all citizens -- but in particular among Africans in America -- which is now being addressed by the Universal Human Rights Organization of African People, whose primary purpose is the promotion and securing the protection of human rights with particular emphasis on Africans in North America; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of Chicago, do hereby proclaim December 10, 1991 "Human Rights Day" and December 9 through December 14, 1991 "Human Rights Awareness Week" in Chicago, Illinois, and rededicate ourselves to the great cause of human rights and the principles enshrined in the Charter of the United Nations and in the Universal Declaration of Human Rights; and

*Be It Further Resolved*, That we do hereby commend the Universal Human Rights Organization of African People for its support and promotion of internationally protected human rights; and



*Be It Further Resolved*, That suitable copies of this resolution be presented to the Universal Human Rights Organization of African People and the United Nations Center for Human Rights.

**DECEMBER 15, 1991 PROCLAIMED "TOP LADIES OF  
DISTINCTION, INC. DAY".**

WHEREAS, Lady Doris B. Powell is the Chapter Organizer; and

WHEREAS, The Skyline Metropolitan Chapter of Top Ladies of Distinction, Inc., will receive its charter on Sunday, December 15, 1991 at the Hyatt Regency Chicago in the Truffles Restaurant, West Tower, 151 East Wacker Drive, Chicago, Illinois at 3:00 P.M.; and

WHEREAS, The Top Ladies of Distinction, Inc., is a non-profit, civic, community and humanitarian organization and this organization enhances the multi-dimensional programs for youth, women, the aged and community beautification; and

WHEREAS, The Top Ladies of Distinction, Inc., was founded on June 4, 1964 in Tyler, Texas by eight founders; and

WHEREAS, This organization has grown to include over six thousand members, one hundred twenty chapters, including the United States and the Caribbean; and

WHEREAS, The motto of the Top Ladies of Distinction, Inc., is "Serving Youth and Adults"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991 A.D., do hereby proclaim Sunday, December 15, 1991, to be "Top Ladies of Distinction, Inc., Day" and urge all citizens to be cognizant of these events arranged for this time.

*Presented By*

**ALDERMAN MURPHY (18th Ward):**

**TRIBUTE TO LATE MR. ANDREW R. GALLAGHER.**

WHEREAS, God in his infinite wisdom has called to his eternal reward Andrew R. Gallagher, outstanding athlete, coach and friend; and

WHEREAS, Born and raised on Chicago's great south side, Andrew R. Gallagher graduated from Leo High School in 1946, where he excelled in football. He attended Saint Joseph's College in Rensselaer, Indiana, on a football scholarship, graduating in 1950 with a teaching degree; and

WHEREAS, Andrew R. Gallagher began his career as a substitute teacher for the Chicago Board of Education at South Shore High School. During the mid-1950s, he became a full-time physical education instructor at DuSable High School and was the school's football coach; and

WHEREAS, In 1966, Andrew R. Gallagher transferred to Hubbard High School. He taught and was the football team's defensive coordinator, helping lead the team to championship status in 1966. The next year he became head coach at Hubbard and remained its guiding force until his retirement in 1983; and

WHEREAS, Andrew R. Gallagher lived most of his adult life in the Scottsdale neighborhood and was a member of Saint Bede Church. He leaves behind his wife of many years, Phyllis; a daughter, Jeanne Faber; and six grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our sorrow on the death of Andrew R. Gallagher, and extend to his widow, Phyllis; family and many friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Andrew R. Gallagher.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
RONALD A. MERLINI ON THEIR TWENTY-FIFTH  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Ronald A. Merlini, residents of the Scottsdale community of Chicago's great southwest side, are celebrating twenty-five years of wedded bliss; and

WHEREAS, Marlene and Ronald Merlini have lived in the Scottsdale area for fifteen years and are active members of the Scottsdale Homeowners' Association, and Ronald is active with Saint Bede Holy Name Society; and

WHEREAS, Married at Immaculate Conception Church, November 19, 1966, Marlene and Ronald Merlini have one daughter, Julia, twenty-three, a graduate of Illinois State University. Ronald has been employed at the Ford Motor Company's Chicago Heights plant for almost twenty-five years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our heartiest congratulations to Mr. and Mrs. Ronald A. Merlini as they celebrate twenty-five years of wedded bliss, as well as our best wishes for continued happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Ronald A. Merlini.

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**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
EDWARD SNOREWICZ ON THEIR TWENTY-FIFTH  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Edward Snorewicz, of Chicago's great southwest side, are celebrating twenty-five years of wedded bliss; and

WHEREAS, Kathleen and Edward Snorewicz are both lifelong Chicago residents and were married October 29, 1966, at Saint Sabina Church. They are the proud parents of Edward, twenty-four, a graduate of the University of Illinois, and Kathy, twenty-two, a senior at that university and already a graduate of its Aviation School; and

WHEREAS, Both Kathleen and Edward Snorewicz exemplify the highest standards of public service. Kathleen's career as a Chicago Public School

teacher spans the three decades preceding her recent retirement. She taught at both Dewey Elementary and West Pullman Elementary Schools. Ed has been employed as an electrician by the City of Chicago's Bureau of Electricity for the past fourteen years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby congratulate Mr. and Mrs. Edward Snorewicz on the twenty-fifth anniversary of their blessed union, and extend to them and their family our best wishes for continued happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Edward Snorewicz.

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**CONGRATULATIONS EXTENDED TO BOGAN HIGH SCHOOL  
ON WINNING 1991 PUBLIC HIGH SCHOOL  
FOOTBALL CHAMPIONSHIP.**

WHEREAS, The excellent varsity players of Bogan High School brought home the 1991 Public High School Football Championship in an exciting 8 -- 13 victory over Robeson High School, November 22, 1991; and

WHEREAS, Under Head Coach Robert Jurka and Assistant Coaches Pete Thanos, Bill Hook and Phil Seagroves, the Bogan High School Bengals exhibited the highest standard of sportsmanship and exhibited the Chicago "I Will" spirit; and

WHEREAS, The leaders of this great City are especially proud of the accomplishments of our youth, in whom we place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A. D., do hereby congratulate the varsity players of Bogan High School on their resounding victory as 1991 Public High School Football Champions:

Name	Position
Mayo, Shawn	QB/K
Tillman, Chitunda	DB

Name	Position
Prieto, Mike	QB/DB
Strawder, Dontaye	R
Brown, Carlton	RB/CB
Aguirre, Joe	RB/CB
Kerkeres, Phil	RB/CB
Homyak, John	RB/CB
Muhammed, Eric	CB
Howard, Benny	R/CB
Buchanon, Vernon	CB
Galloway, Myron	RB
Parker, Donald	DB/E
Lesley, Lawrence	CB
Rotar, Joe	DB
Hunter, Cordell	RB/SS
Wiltz, Sean	TE/FS
Evans, Gerald	DB/RB
Montgomery, Wantan	TE/DB
Chacon, Armando	RB/DB
Dalton, Sean	RB/DB
Rosales, Refugio	RB/LB

Name	Position
Fullerton, Henry	T/DT
Day, Patrick	T/LB
Jones, Walter	G/DT
Holquin, Jesus	G/T
Kent, Bill	C/LB
Halim, Bill	T
Conway, Levi	OT/DE
Hernandez, Exequil	DT
Williams, Devin	T/DE
Chapman, Lucius	C/DT
Jones, Anthony	T/DT
Trammell, Richard	DB
Gorski, Scott	G/LB
Kotrba, Stever	G
Smith, Tarek	T/DT
Magallon, Rafael	C/NT
Townsend, Sylvester	G/DE
Garcia, Benardo	C
Cantu, Alphonso	G/NT
Rojas, Reuben	T/DT

Name	Position
Montgomery, Joe	T
Rafati, Sam	T/DT
Larrea, Fernando	TE/LB
Wilder, Tony	RB/LB
Whigham, Terrence	R/CB
Lewis, Antonio	R/DB
McCall, Kevin	E/DE
Wilder, Larry	TE/DE

; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Bogan High School Bengals.

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*Presented By*

**ALDERMAN RUGAI (19th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
CHARLES ROBERTS ON THEIR FIFTIETH  
WEDDING ANNIVERSARY.**

WHEREAS, Charles and Lala Hurn Roberts will celebrate their fiftieth wedding anniversary on January 25, 1992; and

WHEREAS, Charles married Lala on January 24, 1942 at Saint Laurence Catholic Church in the City of Chicago; and

WHEREAS, The union of their marriage brought their fine family into the world, two daughters and five sons: Charlie, Jeanie, Larry, Bill, John, Patrick and Bonnie; and

WHEREAS, Charles and Lala are the proud grandparents of twelve grandchildren: Christine, Cindy, Larry, John Cain, Jamie, Colleen, Bonnie Jean, John Charles, Kaitlin, Amanda, Charles and Billy; and

WHEREAS, Charles and Lala will celebrate this joyous occasion with their beloved family and friends on January 25, 1992 with a special mass at Saint Barnabas Church and a reception following at the City Suites Hotel Chicago; and

WHEREAS, Charles and Lala have been a source of inspiration, love and service to family, friends and community, exemplifying the goals to which we all aspire; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of Chicago, gathered here on the eleventh day of December, 1991, do hereby congratulate Charles and Lala Hurn Roberts on their golden wedding anniversary, and extend our most sincere wishes for many more years of happiness and prosperity together; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Charles and Lala Hurn Roberts.

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*Presented By*

**ALDERMAN HENDON (27th Ward):**

**CONGRATULATIONS EXTENDED TO POLICE OFFICER  
WILLIAM BOLTON ON HIS RETIREMENT AFTER  
THIRTY-FIVE YEARS OF DEDICATED  
SERVICE.**

WHEREAS, Chicago Police Officer William Bolton, Star 4367, has retired from an outstanding thirty-five year career of public service; and

WHEREAS, Officer William Bolton, a native of Memphis, Tennessee, came to Chicago at an early age and attended Marshall Grammar School and Crane High School. He served honorably in the United States Army prior to joining "Chicago's Finest" in 1955; and

WHEREAS, During his excellent career, Officer William Bolton was assigned to the 25th Police District, the 22nd District, and the 11th District. He has received four Honorable Mentions and two Complimentary Letters. He retired February 6, 1991; and



WHEREAS, The leaders of this great City are cognizant of the great debt we owe those who so diligently preserve the public safety; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Officer William Bolton, Star 4367, for thirty-five years of outstanding public service, and extend to this fine citizen our best wishes for continued success and happiness.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER  
THEOPSY MOORE ON HIS RETIREMENT  
AFTER TWENTY-THREE YEARS  
OF DEDICATED SERVICE.**

WHEREAS, Chicago Police Officer Theopsy Moore, Star 17208, has retired from an outstanding twenty-three year career of public service; and

WHEREAS, Officer Theopsy Moore, a native of Arkansas, came to Chicago at an early age and attended Farragut High School, Crane Jr. College and Greer Technical Institute. He served honorably in the United States Army prior to joining "Chicago's Finest" in 1968; and

WHEREAS, During his excellent career, Officer Theopsy Moore was assigned to the 22nd Police District, the 10th District, the 14th District, Unit 542 and the 11th District. He has received one hundred five Honorable Mentions and five Complimentary Letters. He retired March 31, 1991; and

WHEREAS, The leaders of this great City are cognizant of the great debt we owe those who so diligently preserve the public safety; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Officer Theopsy Moore, Star 17208, for twenty-three years of outstanding public service, and extend to this fine citizen our best wishes for continued success and happiness.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER  
JOHNNY MORGAN ON HIS RETIREMENT AFTER  
THIRTY-FIVE YEARS OF DEDICATED  
SERVICE.**

WHEREAS, Chicago Police Officer Johnny Morgan, Star 4547, has retired from an outstanding thirty-five year career of public service; and

WHEREAS, Officer Johnny Morgan attended Lincoln High School and Grambling College of Louisiana. During his excellent career, he was assigned to the 25th Police District, the 23rd District, the 10th District and the 11th District. He has received forty-nine Honorable Mentions and six Complimentary Letters. He retired February 17, 1991; and

WHEREAS, The leaders of this great City are cognizant of the great debt we owe those who so diligently preserve the public safety; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Officer Johnny Morgan, Star 4547, for thirty-five years of outstanding public service, and extend to this fine citizen our best wishes for continued success and happiness.

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**CONGRATULATIONS EXTENDED TO POLICE OFFICER  
JIM NEWSON ON HIS RETIREMENT AFTER  
TWENTY-NINE YEARS OF DEDICATED  
SERVICE.**

WHEREAS, Chicago Police Officer Jim Newson, Star 9702, has retired from an outstanding career of public service spanning almost three decades; and

WHEREAS, Officer Jim Newson, a native of Mississippi, came to Chicago at an early age and attended Farragut High School. He served honorably in the United States Air Force prior to joining "Chicago's Finest" in 1962; and

WHEREAS, During his excellent career, Officer Jim Newson was assigned to the 22nd Police District and the 11th District. He has received nine Honorable Mentions, one Complimentary Letter and one Appearance Award. He retired May 16, 1991; and

WHEREAS, The leaders of this great City are cognizant of the great debt we owe those who so diligently preserve the public safety; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Officer Jim Newson, Star 9702, for twenty-nine years of outstanding public service, and extend to this fine citizen our best wishes for continued success and happiness.

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*Presented By*

**ALDERMAN NATARUS (42nd Ward) And  
ALDERMAN EISENDRATH (43rd Ward):**

**CONGRATULATIONS EXTENDED TO MR. JOHN W. CASEY  
ON HIS ELECTION AS SECRETARY GENERAL OF  
WORLD ALLIANCE OF YOUNG MEN'S  
CHRISTIAN ASSOCIATIONS.**

WHEREAS, Mr. John W. Casey began his career with the Young Men's Christian Association in 1968, and has held responsible positions with the Y.M.C.A. for twenty-three years; and

WHEREAS, Mr. John W. Casey became President of the Y.M.C.A. of Metropolitan Chicago in 1982; and

WHEREAS, As President of the Young Men's Christian Association, Mr. John Casey was responsible for the administration of thirty-five operating units in the Metropolitan Area with over 400,000 members and 3,000 employees; and

WHEREAS, Mr. John Casey has also been employed with the Community Fund of Chicago, a private funding organization engaged in the allocation of community contributed funds to voluntary welfare agencies in the Chicago Metropolitan Area; and

WHEREAS, Mr. John Casey has also served the citizens of the State of Illinois as Executive Director of the Legislative Advisory Committee on Public Aid in the Illinois General Assembly; and

WHEREAS, Mr. John Casey has also served our country in the United States Army Reserves with six months of active duty, and attained the rank of Staff Sergeant; and

WHEREAS, Mr. John Casey has received numerous honors and awards including the Youth Advocate of the Year Award in 1988, the Founder Award in 1988, and the Gutenberg Award in 1991; and

WHEREAS, Mr. John Casey is also a Board Member of numerous local organizations including, the United Way of Chicago, COMPRAND, Cabrini Green Legal Aid Clinic, Child Welfare Advisory Committee, Homeless Youth Advisory Committee, the Chicago Council on Urban Affairs, and many others; and

WHEREAS, Mr. John Casey will leave his position with Metropolitan Y.M.C.A. of Chicago on December 31, 1991; and

WHEREAS, Mr. John Casey was recently elected to the post of Secretary General of the World Alliance of Y.M.C.A.s in Geneva, Switzerland, which oversees one hundred twelve national movements worldwide and serves more than thirty million people; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this eleventh day of December, nineteen hundred and ninety-one, do hereby honor and congratulate Mr. John W. Casey on the occasion of being elected to the position of Secretary General of the World Alliance of Y.M.C.A.s, and do also express our deepest and most sincere gratitude for all that Mr. John W. Casey has done to better the lives of our fine citizens, and for all that he has done to develop and guide the lives of our greatest assets, our children; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. John W. Casey.

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*Presented By*

**ALDERMAN SCHULTER (47th Ward) And  
ALDERMAN HANSEN (44th Ward):**

**CONGRATULATIONS EXTENDED TO NEWLY CREATED  
CHICAGO ASSOCIATION OF REALTORS.**

WHEREAS, The fifty-eight year old North Side Real Estate Board and the

one hundred eight year old Chicago Board of Realtors will unite as the new Chicago Association of Realtors on January 1, 1992; and

WHEREAS, The new Chicago Association of Realtors will have a combined membership of more than 7,000 real estate professionals; and

WHEREAS, This historic union of the North Side Real Estate Board and the Chicago Board of Realtors will build a new citywide realtor organization affiliated with the Illinois Association of Realtors and the National Association of Realtors; and

WHEREAS, The North Side Real Estate Board and the Chicago Board of Realtors have helped to shape the City of Chicago and will continue to impact the city of the future; and

WHEREAS, Countless sellers and buyers of properties in the City have been assisted by the members of these organizations; and

WHEREAS, The officers and directors of the Chicago Association of Realtors and the Chicago Association of Realtors Multiple Listing Service will contribute leadership and direction to this new organization and benefit the City of Chicago, its residents and businesses; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this eleventh day of December, 1991, A.D., do hereby congratulate the Chicago Association of Realtors, its officers, directors, and members on this union of the Chicago Board of Realtors and the North Side Real Estate Board and express our hopes for a successful future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the new Chicago Association of Realtors.

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*Presented By*

**ALDERMAN STONE (50th Ward):**

**UNITED STATES CONGRESS URGED TO APPROVE AND  
ISSUE NATIONAL ORGAN DONORS' MEDAL.**

WHEREAS, The United States Congress is considering approving the minting and distribution of a National Organ Donors' Medal; and

WHEREAS, As a medal has been the time-honored way to express gratitude for an outstanding service, this medal will show the nation's deep appreciation to those who gave the greatest of all service -- the gift of life; and

WHEREAS, The shortage of available organs grows as the skills of modern medicine advances, this medal will aid in increasing the public's awareness of the need for more donors; and

WHEREAS, There are nearly 23,000 Americans currently awaiting organ transplantation, donors are desperately needed at once; there is not time to wait to save these lives; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this eleventh day of December, 1991, hereby urge the United States Congress to approve and issue the National Organ Donors' Medal to show our nation's gratitude and increase donors' awareness; and

*Be It Further Resolved*, That a copy of this resolution be prepared and transmitted to the Speaker of the House of Representatives of the United States of America.

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**MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented By Wards, In Order, Beginning With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND  
TRAFFIC-CONTROL DEVICES.**

***Referred* -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<b>MAZOLA</b> (1st Ward)	South Wabash Avenue (west side) from a point 60 feet south of East Jackson Boulevard, to a point 25 feet south thereof -- at all times -- no exceptions -- for handicapped only;
<b>BLOOM</b> (5th Ward)	East 56th Street (north side) from a point 20 feet west of South Hyde Park Boulevard, to a point 30 feet west thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday (in lieu of "No Parking Anytime" restriction);
<b>BUCHANAN</b> (10th Ward)	South Exchange Avenue, at 9135 -- at all times -- no exceptions (medical office use only);
<b>SUAREZ</b> (31st Ward)	West Armitage Avenue, at 3434 -- 9:00 A.M. to 6:00 P.M. -- daily;
<b>DOHERTY</b> (41st Ward)	North Olmsted Avenue, at 6733 -- 5:00 P.M. to 11:30 P.M. -- Thursday, Friday and Saturday (valet parking);

Alderman	Location, Distance And Time
<i>NATARUS</i> (42nd Ward)	West Chicago Avenue, at 67 (one car space) -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (tow zone);
	North Dearborn Street, at 1221 (in lieu of six parking meters) -- at all times -- no exceptions (tow zone);
	West Erie Street, at 430 (approximately 40 feet) -- at all times -- no exceptions (tow zone);
	West North Avenue, at 163 -- at all times -- daily (tow zone);
	North Wells Street, at 1560 -- at all times -- daily (tow zone for valet parking);
<i>EISENDRATH</i> (43rd Ward)	North Wells Street, at 1610 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (valet parking);
	North Wells Street, at 1640 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (valet parking).

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE ON PORTION  
OF WEST ADDISON STREET.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 1, 1970 (Council Journal of Proceedings, page 8852) which established loading zones on portions of specified public ways by striking the words: "West Addison Street (south side) from a point 50 feet east of North Sheffield Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 9:00 P.M." and inserting in lieu thereof: "West Addison Street (south side) from a point 50 feet east of North Sheffield Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 9:00 P.M. (tow zone)", which was *Referred to the Committee on Traffic Control and Safety.*



***Referred -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE ON PORTION  
OF WEST 55TH STREET.***

Alderman Laski (23rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 24, 1991 (Council Journal of Proceedings, pages 3948 -- 3949) which established loading zones on portions of specified public ways by striking the words: "West 55th Street (north side) from a point 123 feet west of South Kildare Avenue property line, to a point 24 feet west thereof -- 10:30 A.M. to 4:00 P.M." and inserting in lieu thereof: "West 55th Street (north side) from a point 123 feet west of South Kildare Avenue property line, to a point 24 feet west thereof -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

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***Referred -- REMOVAL OF PARKING METERS ON  
PORTION OF NORTH DEARBORN STREET.***

Alderman Natarus (42nd Ward) presented a proposed order which authorizes and directs the Commissioner of Public Works to cause the removal of two parking meters located in front of the building at 1221 North Dearborn Street for the establishment of a loading zone, which was *Referred to the Committee on Traffic Control and Safety.*

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***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

**BIALCZAK (30th Ward)**

West Shakespeare Avenue, in the  
4800 block -- westerly;

Alderman

Location And Distance

WOJCIK (35th Ward)

East-west alley between West Diversey Avenue and West George Street, from North Hamlin Avenue to North Springfield Avenue -- westerly.

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***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH BISHOP STREET.**

Alderman Evans (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Bishop Street, from West 87th Street to West 88th Street -- southerly" and inserting in lieu thereof: "South Bishop Street, from the first alley south of West 87th Street to West 88th Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

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***Referred* -- CONSIDERATION TO RESTRICT FLOW OF  
VEHICULAR TRAFFIC ON PORTION OF  
NORTH KOSTNER AVENUE.**

Alderman Wojcik (35th Ward) presented an order which authorizes and directs the Commissioner of Public Works to cause a survey to be made on restricting the movement of vehicular traffic to a northerly direction in the 3800 block of North Kostner Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES AT  
DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>STEELE</i> (6th Ward)	South Forest Avenue, at 9524 (except for handicapped);
	South Wabash Avenue, at 7510 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Chappel Avenue; at 9221 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Haynes Court, at 2929 (except for handicapped);
	South Normal Avenue, at 3232 (except for handicapped);
	South Parnell Avenue, at 3844 (except for handicapped);
	West 28th Street, at 527 (except for handicapped);
	West 50th Street, at 825 (except for handicapped);
<i>FARY</i> (12th Ward)	South Rockwell Street, at 4609 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kilbourn Avenue, at 5930 (except for handicapped);
	West 62nd Place, at 3244 (except for handicapped);

Alderman	Location And Distance
<i>BURKE</i> (14th Ward)	South Maplewood Avenue, at 5204 (except for handicapped);  South Marshfield Avenue, at 5214 (except for handicapped);  South Western Avenue (both sides) from West 53rd Street to West 54th Street (trucks only);
<i>JONES</i> (15th Ward)	South Campbell Avenue, at 6922 (except for handicapped);  West 69th Place, at 2101 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Harvard Avenue, at 8119 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Pulaski Road, at 3027 (except for handicapped);  South Tripp Avenue, at 3020 (except for handicapped);
<i>MILLER</i> (24th Ward)	West Flournoy Street, at 3339 (except for handicapped);  South Homan Avenue, at 1939 (except for handicapped);
<i>GUTIERREZ</i> (26th Ward)	North Oakley Avenue, at 1447 and 1457 (east and west sides) for a distance of 24 feet north and 24 feet south thereof);  West Palmer Street, at 3145 (except for handicapped);

Alderman	Location And Distance
<i>BIALCZAK</i> (30th Ward)	North Keating Avenue, at 3445 (except for handicapped);  North Keystone Avenue, at 2256 (except for handicapped);  North Leclaire Avenue, at 2025 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 108th Place, at 313 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Pontiac Avenue, at 3433 (except for handicapped);  North Rutherford Avenue, at 2917 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Cornelia Avenue, at 5026 (except for handicapped);  West School Street, at 5048 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Artesian Avenue, at 5530 (except for handicapped).

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*Referred* -- PROHIBITION OF PARKING DURING SPECIFIED  
HOURS ON PORTION OF WEST 31ST STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to prohibit the parking of vehicles at 643 West 31st Street on Sunday, from 8:00 A.M. to 12:00 Midnight, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF WEST  
AINSLIE STREET.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 16, 1989 (Council Journal of Proceedings, pages 25047 -- 25051) which prohibited the parking of vehicles on portions of specified public ways by striking the words: "West Ainslie Street (south side) from North Broadway to the first alley west thereof", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF SOUTH  
CALUMET AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "South Calumet Avenue, at 7629 (Handicapped Permit No. 630)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF SOUTH  
MERRIMAC STREET.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "South Merrimac Street, at 6241 (Handicapped Permit)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF NORTH  
MONITOR AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "North Monitor Avenue, at 2518 (Handicapped Permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF NORTH  
SOUTHPORT AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "North Southport Avenue, at 2814 (Handicapped Permit No. 3463)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF  
EAST 56TH STREET.

Alderman Bloom (5th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 9, 1983 (Council Journal of Proceedings, pages 16374 -- 16379) which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East 56th Street (north side) from a point 20 feet west of South Hyde Park Boulevard, to a point 30 feet west thereof", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF  
EAST 95TH STREET.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 6, 1991 (Council Journal of Proceedings, pages 7261 -- 7262) which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East 95th Street (both sides) from South Avenue N to South Ewing Avenue" and inserting in lieu thereof: "East 95th Street (both sides) from South Avenue N to South Ewing Avenue (trucks only)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- RELOCATION OF PARKING PROHIBITION  
TO 4917 WEST CULLOM AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 4133 North McVicker Avenue to a new location at 4917 West Cullom Avenue (handicapped permit), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- RELOCATION OF PARKING PROHIBITION TO  
3626 SOUTH DAMEN AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 4034 South Maplewood Avenue to a new location at 3626 South Damen Avenue (handicapped permit), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- RELOCATION OF PARKING PROHIBITION TO  
3038 NORTH HOYNE AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 1707 North Burling Street to



a new location at 3038 North Hoyne Avenue (handicapped permit), which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
WOJCIK (35th Ward)	North Ridgeway Avenue (east side) between 2925 -- 2981 -- 4:00 P.M. to 6:00 P.M. -- daily;
DOHERTY (41st Ward)	North Oketo Avenue, between West Rascher Avenue and West Ardmore Avenue (5449, 5445 and 5435 North Oketo Avenue) (extension of Zone 242);
SCHULTER (47th Ward)	West Wilson Avenue (both sides) in the 2000 block -- at all times.

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST BERWYN AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "West Berwyn Avenue (both sides) in the 7600 block -- Sunday only -- all day" and inserting in lieu thereof:

"West Berwyn Avenue (both sides) in the 7600 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

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***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF WEST CORNELIA AVENUE.***

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "West Cornelia Avenue (both sides) in the 5600 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

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***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF WEST WARWICK AVENUE.***

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "West Warwick Avenue (both sides) in the 5500 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

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***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH WOLCOTT AVENUE.***

Alderman Schuller (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "North Wolcott Avenue (both sides) in the 4700 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

*Referred --* INSTALLATION OF TRAFFIC SIGNS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>STEELE</i> (6th Ward)	South Michigan Avenue, in the 8500 block -- "School Zone"; South St. Lawrence Avenue, in the 8300 block -- "School Zone";
<i>SHAW</i> (9th Ward)	East 134th Street and South Indiana Avenue -- "Four-Way Stop";
<i>MADRZYK</i> (13th Ward)	West 68th Place and South Hamlin Avenue -- "Stop";
<i>MURPHY</i> (18th Ward)	West 83rd Place, at South Spaulding Avenue -- "Stop";
<i>GARCIA</i> (22nd Ward)	West 25th Street, at South Spaulding Avenue -- "Stop"; West 26th Street, at South Trumbull Avenue -- "Stop";
<i>LASKI</i> (23rd Ward)	South Kenneth Avenue, at West 52nd Street -- "Stop";
<i>GABINSKI</i> (32nd Ward)	West Huron Street and North Sangamon Street -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	West Superior Street and North Sangamon Street -- "Four-Way Stop";
<i>EISENDRATH</i> (43rd Ward)	West Wrightwood Avenue and North Bosworth Avenue -- "Four-Way Stop";
<i>STONE</i> (50th Ward)	West Rosemont Avenue, at North Talman Avenue -- "Stop".

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*Referred* -- CONSIDERATION FOR INSTALLATION OF  
"LEFT TURN ARROW" AT INTERSECTION  
OF NORTH KEDZIE AVENUE AND  
WEST PRATT BOULEVARD.

Alderman Stone (50th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a "Left Turn Arrow" at the intersection of North Kedzie Avenue with West Pratt Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- CONSIDERATION FOR INSTALLATION OF  
"LEFT TURN SIGNAL" AT INTERSECTION OF  
NORTH PULASKI ROAD AND WEST  
PETERSON AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a "Left Turn Signal" at the intersection of North Pulaski Road with West Peterson Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT  
FOR VEHICLES ON PORTION OF NORTH  
OSCEOLA AVENUE.*

Alderman Banks (36th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on North Osceola Avenue, between West Belmont Avenue and West Addison Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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**2. ZONING ORDINANCE AMENDMENTS.**

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*Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.*

The aldermen named below presented six 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 HUELS (11th Ward):**

To classify as an R3 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-F bounded by:

the alley next north of and parallel to West 31st Street; the alley next east of and parallel to South Canal Street, West 31st Street; and South Canal Street.

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

West 43rd Street; South Emerald Avenue; a line 125 feet south of West 43rd Street; and the alley west of and parallel to South Emerald Avenue.

To classify as an R4 General Residence District instead of a C2-2 General Commercial District the area shown on Map No. 8-G bounded by:

West 35th Street; a line 100 feet east of South Sangamon Street; the alley next south of and parallel to West 35th Street; and South Sangamon Street.

*BY ALDERMAN MEDRANO (25th Ward):*

To classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 4-G bounded by:

the alley next north of and parallel to West 21st Street; South Peoria Street; West 21st Street; and a line 30.6 feet west of and parallel to South Peoria Street.

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 4-I bounded by:

West 21st Street; a line 25 feet east of and parallel to South Washtenaw Avenue; the alley next south of and parallel to West 21st Street; and South Washtenaw Avenue.

*BY ALDERMAN LAURINO (39th Ward):*

To classify as a B5-2 General Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 15-J bounded by:

North McCormick Road; a line from a point as measured at the easterly right-of-way line of North McCormick Road and 188 feet south of West Devon Avenue as measured from the easterly right-of-way line of North McCormick Road, to a point 216.43 feet south of North McCormick Road and 214 feet west of the westerly right-of-way line of the North Shore Channel; a line from a point 216.43 feet south of North McCormick Road and 214 feet west of the westerly right-of-way of the North Shore Channel, to a point 460 feet south of the intersection of West Devon Avenue and North McCormick Road and 277 feet west of the westerly right-of-way of the North Shore Channel; a line from a point 460 feet

south of the intersection of West Devon Avenue and North McCormick Road and 277 feet west of the westerly right-of-way of the North Shore Channel; to a point 380.9 feet south of West Devon Avenue as measured at the easterly right-of-way line of North McCormick Road and North McCormick Road (point of beginning).

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### 3. CLAIMS.

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#### *Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented eight (8) proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>MAZOLA</i> (1st Ward)	Ms. Josephine Guglielmi;
<i>MURPHY</i> (18th Ward)	Park Place Condominium No. 1; 4036 West 87th Street Condominium Association;
<i>SUAREZ</i> (31st Ward)	Mr. and Mrs. Edward and Gertrude Kline;
<i>BANKS</i> (36th Ward)	Sayre Garden Association (2);
<i>DOHERTY</i> (41st Ward)	5237 North East River Road Condominium Association;
<i>M. SMITH</i> (48th Ward)	Mr. and Mrs. John Squiers.

**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* -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION  
OF NORTH CLARK STREET FOR "SHARING IT  
PROGRAM" WGN EDDIE SCHWARTZ  
FOOD DRIVE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Kathy Osterman/Mayor's Office of Special Events to close to traffic that part of North Clark Street, between West Randolph and West Washington Streets, during the period of December 6 and 7, 1991, in conjunction with the "Sharing It Program" WGN Eddie Schwartz Food Drive, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO MAINTAIN EXISTING CANOPIES AT  
SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago & Northwestern Transportation Company -- for one canopy at 112  
-- 124 North Canal Street; and



601 West Harrison Associates Limited Partnership -- for one canopy at 601 West Harrison Street.

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Presented By

**ALDERMAN TILLMAN (3rd Ward):**

*Referred* -- **AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 4651 SOUTH MICHIGAN AVENUE.**

A proposed order directing the Commissioner of General Services to issue a permit to Mr. Joseph W. Branch, Jr., doing business as Hair Beautiful, to maintain and use one canopy attached to the building or structure at 4651 South Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred* -- **REPEAL OF ORDINANCE WHICH ESTABLISHED BUS STAND ON NORTH CURB OF EAST 56TH STREET.**

A proposed ordinance to repeal the ordinance, passed by the City Council on December 1, 1982, Council Journal of Proceedings page 13886, which established a bus stand on the north curb of East 56th Street, from a point 15 feet west of the senior citizen West Building line of Hyde Park Boulevard, to a point 55 feet west thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN STEELE (6th Ward):**

*Referred* -- AMENDMENT OF TITLE 2, CHAPTER 92 OF  
MUNICIPAL CODE OF CHICAGO BY ADDING  
NEW SECTION 311 ESTABLISHING  
RESIDENCE REQUIREMENT  
FOR BUSINESS ENTITIES  
RECEIVING CERTAIN  
CITY CONTRACTS.

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 311, which would establish a residence requirement for those business entities receiving city contracts in excess of \$20,000; said requirement stipulating that such business entities and 75% of their workforce maintain legal residence within the City of Chicago, which was *Referred to the Committee on Committees, Rules and Ethics.*

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Presented By

**ALDERMAN DIXON (8th Ward):**

*Referred* -- PERMISSION FOR TRAFFIC CLOSURE ON  
PORTION OF SOUTH STONY ISLAND AVENUE  
FOR TREE LIGHTING CEREMONY.

A proposed order directing the Commissioner of Public Works to grant permission to Alderman Lorraine Dixon to close to traffic one lane on either side of the median strip on that part of South Stony Island Avenue, between East 86th Place and East 87th Street, on Tuesday, December 10, 1991, in conjunction with a tree lighting ceremony, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

**ALDERMAN SHAW (9th Ward):**

*Referred --* **MAYOR RICHARD M. DALEY URGED TO ASSURE  
CONTINUANCE OF SPECIALTY CARE DEVELOPMENT  
CORPORATION AS PSYCHIATRIC AND  
SUBSTANCE ABUSE TREATMENT  
VENDOR FOR CITY OF  
CHICAGO.**

A proposed resolution urging Mayor Richard M. Daley to assure the continuance of Specialty Care Development Corporation as a psychiatric and substance abuse treatment vendor for the city of Chicago, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred --* **DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC  
ALLEY BOUNDED BY SOUTH HILLOCK AVENUE, SOUTH  
FARRELL STREET, SOUTH THROOP STREET AND  
ATCHISON, TOPEKA AND SANTA FE  
RAILROAD RIGHT-OF-WAY.**

A proposed order directing the Commissioner of Public Works to draft an ordinance for the vacation of the 9-foot public alley bounded by South Hillock Avenue, South Farrell Street, South Throop Street and the Atchison, Topeka and Santa Fe Railroad right-of-way, for Buedel Food Products, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

*Referred* -- PERMISSION TO PARK PICKUP TRUCK AND/OR  
VAN AT 2522 WEST 59TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Daniel J. Ryan to park his pickup truck and/or van at 2522 West 59th Street in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

ALDERMAN TROUTMAN (20th Ward):

*Referred* -- AMENDMENT TO COMMUNITY DEVELOPMENT  
BLOCK GRANT BUDGET RECOMMENDATIONS FOR  
YEAR XVIII WITHIN DEPARTMENT  
OF HEALTH.

A proposed ordinance to amend the Community Development Block Grant budget recommendations for Year XVIII for various positions within the Department of Health, which was *Referred to the Committee on the Budget and Government Operations*.

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*Referred* -- CONSIDERATION FOR HONORARY DESIGNATION  
OF PORTION OF EAST 62ND STREET AS "MOTHER  
YORK DRIVE".

Also, a proposed order directing the Commissioner of Public Works to consider the honorary designation of "Mother York Drive" on that part of East 62nd Street, from South Woodlawn Avenue to South Dorchester Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN EVANS (21st Ward):**

*Referred* -- AMENDMENT OF TITLE 10, CHAPTER 28 OF  
MUNICIPAL CODE OF CHICAGO BY ADDITION OF  
NEW ARTICLE XII TO RESTRICT NUMBER  
OF PUBLIC TELEPHONES IN PUBLIC  
WAY TO TWO PER 3,000-FOOT  
RADIUS.

A proposed ordinance to amend Title 10, Chapter 28 of the Municipal Code of Chicago which would renumber Article XII thereof as "Article XIII" and insert a new Article XII (Section 750) to restrict the number of public telephones in the public way to two telephones per radii of 3,000 feet, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERMAN EVANS (21st Ward),  
ALDERMAN STREETER (17th Ward),  
ALDERMAN MOORE (49th Ward) And  
ALDERMAN STEELE (6th Ward):**

*Referred* -- AMENDMENT OF TITLE 7, CHAPTER 24 OF  
MUNICIPAL CODE OF CHICAGO TO ESTABLISH  
OFFICE OF LOCAL DRUG CONTROL POLICY.

A proposed ordinance to amend Title 7, Chapter 24 of the Municipal Code of Chicago to renumber the existing Section 220 as Section 230 and inserting in lieu thereof new sections, to be known as Sections 220 through 224, which would establish and regulate the "Office of Local Drug Control Policy", which was *Referred to the Committee on Police and Fire*.

Presented By

**ALDERMAN GARCIA (22nd Ward):**

*Referred --* APPROVAL OF PLAT OF VILLAREAL REALTY  
RESUBDIVISION ON NORTHWEST CORNER OF  
SOUTH HARDING AVENUE AND  
WEST 26TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Villareal Realty Resubdivision on the northwest corner of South Harding Avenue and West 26th Street, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* PERMISSION FOR TRAFFIC CLOSURE ON PORTION  
OF SOUTH KOMENSKY AVENUE FOR  
SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Eli Whitney Elementary School/Chicago Board of Education to close to traffic the 2800 block of South Komensky Avenue during the periods of 8:45 A.M. to 9:15 A.M. and 2:15 P.M. to 2.45 P.M., on all school days, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

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Presented By

**ALDERMAN MILLER (24th Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF  
PORTION OF SOUTH KILBOURN  
AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 178.15 feet of that part of South Kilbourn Avenue lying between West Fifth Avenue and the north right-of-way line of the Baltimore and Ohio Chicago Terminal Railroad for American Steel Container Company (File No. 15-24-91-1634); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Miller 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 Miller, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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Presented By

**ALDERMAN MEDRANO (25th Ward):**

*Referred* -- EXEMPTION OF EL VALOR CORPORATION FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING  
FACILITY AT 1924 WEST 21ST  
STREET.

A proposed ordinance to exempt the El Valor Corporation from the physical barrier requirement pertaining to alley accessibility for the parking facility at 1924 West 21st 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.*

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred --* AMENDMENT TO COMMUNITY DEVELOPMENT  
BLOCK GRANT BUDGET RECOMMENDATIONS  
FOR YEAR XVIII WITHIN DEPARTMENT  
OF HOUSING.

A proposed ordinance to amend the Community Development Block Grant budget recommendations for Year XVIII within the Department of Housing, for the Center for Neighborhood Technology/Housing Demonstration Program, which was *Referred to the Committee on the Budget and Government Operations.*

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*Referred --* EXEMPTION OF VIVA FAMILY CENTER FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING  
FACILITY AT 2514 WEST DIVISION  
STREET.

Also, a proposed ordinance to exempt the Viva Family Center from the physical barrier requirement pertaining to alley accessibility for the parking facility for 2514 West Division 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* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED TAXICAB STAND  
NUMBER 614.

Also, a proposed ordinance to amend the ordinance passed by the City Council on July 24, 1991, Council Journal of Proceedings, pages 4220 and 4222, which established taxicab stand number 614, by inserting in lieu thereof: "On North Milwaukee Avenue, along the west curb, from a point 20 feet north of the building line of West Division Street, to a point 20 feet north thereof -- one vehicle", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN HENDON (27th Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO MAINTAIN EXISTING CANOPIES AT 1800 -- 1858  
WEST MADISON STREET.

A proposed order directing the Commissioner of General Services to issue a permit to Chicago Stadium Corporation to maintain and use three canopies attached to the building or structure at 1800 -- 1858 West Madison Street, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT CANOPY AT 1056 WEST  
CHICAGO AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Michalik Funeral Home to construct, maintain and use one canopy to

be attached to the building or structure at 1056 West Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN BANKS (36th Ward):**

*Referred --* APPROVAL OF PLAT OF RZEZNIK SUBDIVISION  
LOCATED ON PORTION OF NORTH  
NEENAH AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Rzeznik Subdivision located on the west side of North Neenah Avenue, 119.95 feet north of the north line of West George Street, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO MAINTAIN EXISTING CANOPY AT 6956 WEST  
DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Andrew S. Kim to maintain and use one canopy attached to the building or structure at 6956 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN GILES (37th Ward):**

*Referred* -- AMENDMENT TO COMMUNITY DEVELOPMENT  
BLOCK GRANT BUDGET RECOMMENDATIONS FOR  
YEAR XVIII WITHIN DEPARTMENTS OF  
BUILDINGS AND TRANSPORTATION.

A proposed ordinance to amend the Community Development Block Grant budget recommendations for Year XVIII within the Department of Buildings and Department of Transportation.

Alderman Giles moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Giles, Shiller, Moore -- 19.

*Nays* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Bialczak, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 25.

Thereupon, on motion of Alderman Giles, the said proposed ordinance was *Referred to the Committee on the Budget and Government Operations*.

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

*Referred* -- GRANT OF PRIVILEGE TO JMB/URBAN 900  
DEVELOPMENT PARTNERS LIMITED FOR  
INSTALLATION AND MAINTENANCE OF  
THREE GREASE SEPARATORS  
ADJACENT TO 900 NORTH  
MICHIGAN AVENUE.

A proposed ordinance to grant permission and authority to JMB/Urban 900 Development Partners Limited, for the installation, maintenance and use of

three grease separators adjacent to 900 North Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT AND MAINTAIN CANOPIES  
AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Herman's World of Sporting Goods -- to maintain and use one canopy at 101 East Chicago Avenue;

101 Grand Limited Partnership, doing business as Maggiano's Little Italy and Corner Bakery -- to construct, maintain and use eight canopies at 516 North Clark Street; and

330 West Hubbard Restaurant Corporation -- to construct, maintain and use ten canopies at 300 West Hubbard Street.

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Presented By

ALDERMAN EISENDRATH (43rd Ward):

*Referred --* AMENDMENT OF TITLE 17, CHAPTER 5 OF  
MUNICIPAL CODE OF CHICAGO BY ADDITION  
OF NEW SECTION 12(b) TO REGULATE  
SETBACK REQUIREMENTS ON  
PORTION OF NORTH  
BURLING STREET.

A proposed ordinance to amend Title 17, Chapter 5 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 12(b) which would establish a thirty-foot setback requirement for all properties on North

Burling Street, between West Wrightwood Avenue and West Fullerton Avenue, which was *Referred to the Committee on Zoning*.

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*Referred --* GRANT OF PRIVILEGE TO MS. LEANA CECCHINI  
FOR INSTALLATION AND MAINTENANCE OF  
CATCH BASIN ADJACENT TO 932 WEST  
WRIGHTWOOD AVENUE.

Also, a proposed ordinance to grant permission and authority to Ms. Leana Cecchini for the installation, maintenance and use of one catch basin adjacent to 932 West Wrightwood Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT AND MAINTAIN CANOPIES  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

La Terazza, Inc. -- to construct, maintain and use one canopy at 2603 North Halsted Street; and

Ms. Rebecca Garcia -- to maintain and use one canopy at 1007 West Armitage Avenue.

Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT AND MAINTAIN CANOPIES  
AT SPECIFIED LOCATIONS.

Four proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

City Suites Hotel -- to construct, maintain and use one canopy at 933 West Belmont Avenue;

Mr. Leon Engel -- to construct, maintain and use one canopy at 3075 North Lincoln Avenue;

No-Hana Japanese Restaurant -- to construct, maintain and use one canopy at 3136 North Broadway; and

Tod Brown-Gnarly Productions and Investments, Inc. -- to maintain and use one canopy at 959 West Belmont Avenue.

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
MAINTAIN EXISTING CANOPY AT 4936 WEST  
IRVING PARK ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to Lorch Bros. Flowers to maintain and use one canopy attached to the building or structure at 4936 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
MAINTAIN EXISTING CANOPY AT 4607  
NORTH SHERIDAN ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to Sheridan Plaza Associates to maintain and use one canopy attached to the building or structure at 4607 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
MAINTAIN EXISTING CANOPY AT 4100  
NORTH WESTERN AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Riggio's, Inc., doing business as Riggio's Cafe Pranzo, to maintain and use one canopy attached to the building or structure at 4100 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
MAINTAIN EXISTING CANOPY AT 2727  
WEST HOWARD STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Gulliver's, Inc. to maintain and use one canopy attached to the building or structure at 2727 West Howard Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN STONE (50th Ward) And  
ALDERMAN O'CONNOR (40th Ward):**

*Referred* -- CONSIDERATION FOR HONORARY STREET  
DESIGNATION OF PORTION OF NORTH  
WESTERN AVENUE AS "KING  
SARGON BOULEVARD".

A proposed ordinance directing the Commissioner of Public Works to give consideration to the designation of that part of North Western Avenue, from West Peterson Avenue to West Devon Avenue, as "King Sargon Boulevard", 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 HUELS (11th Ward):**

Board of Education of the City of Chicago -- for construction of addition to Healy School on the premises known as 3040 South Parnell Avenue.

**BY ALDERMAN MADRZYK (13th Ward):**

Catholic Archdiocese/Lourdes High School Convent -- for electrical installation by Grajer Electric Construction Company on the premises known as 5531 South Karlov Avenue.



**BY ALDERMAN MILLER (24th Ward):**

House of Prayer Church of God in Christ -- for construction of addition of a shelter for the homeless on the premises known as 3553 -- 3559 West Roosevelt Road.

**BY ALDERMAN MEDRANO (25th Ward):**

El Valor Corporation -- for construction of El Valor Headstart (day care center) on the premises known as 1924 West 21st Street.

**BY ALDERMAN SUAREZ (31st Ward):**

Inner City Impact -- for rehabilitation of Avon Theatre into youth center with gymnasium and classroom on the premises known as 3419 West Fullerton Avenue.

**BY ALDERMAN SCHULTER (47th Ward):**

Public Building Commission of Chicago/Chicago Board of Education -- for construction of new annex to Amundsen High School on the premises known as 5110 North Damen Avenue.

Public Building Commission of Chicago/Chicago Board of Education -- for construction of new annex to Eliza Chappell Elementary School on the premises known as 5145 North Leavitt Street.

**BY ALDERMAN STONE (50th Ward):**

Congregation Ezras Israel -- for construction of elevator shaft enclosure on the premises known as 7001 North California Avenue.

**LICENSE FEE EXEMPTIONS:****BY ALDERMAN MAZOLA (1st Ward):**

Mercy Diagnostic and Treatment Center, 2510 South Michigan Avenue.

Mercy Hospital and Medical Center, Adlai E. Stevenson Expressway at Dr. Martin Luther King, Jr. Drive.

**BY ALDERMAN MILLER (24th Ward):**

Lawndale Christian Health Center, 3860 West Ogden Avenue.

**BY ALDERMAN GUTIERREZ (26th Ward):**

Casa Central Nursing Home, 1440 North California Avenue.

**BY ALDERMAN DOHERTY (41st Ward):**

Norwood Park Home, 6016 North Nina Avenue.

Resurrection Medical Center, 7435 West Talcott Avenue.

**BY ALDERMAN NATARUS (42nd Ward):**

Metropolitan Pier and Exposition Authority/Office of Development, 600 East Grand Avenue.

Northwestern Memorial Hospital, East Superior Street and North Fairbanks Court.

**BY ALDERMAN EISENDRATH (43rd Ward):**

Children's Memorial Hospital, 2300 Children's Plaza.

**CANCELLATION OF WARRANTS FOR COLLECTION:****BY ALDERMAN MAZOLA (1st Ward):**

DePaul University, various locations -- sign inspection fees, annual mechanical ventilation fees and fuel burning equipment inspection fees (3).

**BY ALDERMAN LASKI (23rd Ward):**

Mrs. Victoria Laba, 6241 South Merrimac Avenue -- sign inspection fee.

**BY ALDERMAN MEDRANO (25th Ward):**

Schwab Rehabilitation Center, various locations -- annual sign inspection fees.

**BY ALDERMAN GUTIERREZ (26th Ward):**

Inner City Impact, 2704 West North Avenue -- semi-annual elevator inspection fee.

**BY ALDERMAN BANKS (36th Ward):**

Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- sign inspection fee.

International Ministries, 6150 West North Avenue -- annual sign inspection fee.

**BY ALDERMAN DOHERTY (41st Ward):**

Resurrection Medical Center, 7435 West Talcott Avenue -- annual sign inspection fees.

**BY ALDERMAN NATARUS (42nd Ward):**

Metropolitan Pier and Exposition Authority/Office of Development, 600 East Grand Avenue -- semi-annual elevator inspection fee and public place of assembly annual inspection fees (2).

Northwestern Memorial Hospital, various locations -- annual sign inspection fees (2).

Northwestern Memorial Hospital/Prentice Women's Hospital, 340 East Huron Street -- annual sign inspection fee.

Scholl College of Podiatry, 1001 North Dearborn Street -- annual sign inspection fee.

**BY ALDERMAN EISENDRATH (43rd Ward):**

Grant Hospital, various locations -- annual sign inspection fees.

**BY ALDERMAN SCHULTER (47th Ward):**

Bethany Methodist Hospital, various locations -- annual sign inspection fees.

**BY ALDERMAN M. SMITH (48th Ward):**

Self-Help Home for the Aged, 908 West Argyle Street -- annual sign inspection fees.

**REFUND OF FEES:****BY ALDERMAN TROUTMAN (20th Ward):**

Covenant Development Corporation, 1312 East 62nd Street -- refund in the amount of \$8,800.00.

**BY ALDERMAN GUTIERREZ (26th Ward):**

Habitat Company (as court appointed receiver for Chicago Housing Authority Scattered Site Program) -- refund in the amount of \$18,006.00.

**BY ALDERMAN SUAREZ (31st Ward):**

Inner City Impact, 2704 West North Avenue -- refund in the amount of \$2,707.25.

**BY ALDERMAN NATARUS (42nd Ward):**

Metropolitan Pier and Exposition Authority/Office of Development, 600 East Grand Avenue -- refund in the amount of \$2,657.50.

Michuda Construction, 514 East 86th Street -- refund in the amount of \$10,578.75.

**BY ALDERMAN STONE (50th Ward):**

Congregation Ezras Israel, 7001 North California Avenue -- refund in the amount of \$23.90.

**WAIVER OF FEE:****BY ALDERMAN MAZOLA (1st Ward):**

Greater State Street Council -- for use of platform on State Street between Washington Street and Madison Street for caroling program in conjunction with December, 1991 holiday festivities.

**APPROVAL OF JOURNALS OF  
PROCEEDINGS.**

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**JOURNAL (November 27, 1991).**

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 27, 1991, 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*.

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**JOURNAL (December 4, 1991).  
(Special Meeting)**

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on December 4, 1991, at 4:00 P.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*.

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**JOURNAL CORRECTIONS.  
(November 22, 1991).**

Alderman Austin moved to *Correct* the printed Official Journal of the regular meeting held on Friday, November 22, 1991, as follows:

Pages 9327 through 9771 and 9794 through 9886 -- by deleting the name "Chicago Department of Transportation" wherever it appears and inserting in lieu thereof the name "Department of Transportation".

The motion to correct *Prevailed*.

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(November 27, 1991).

Alderman Austin moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, November 27, 1991, as follows:

Pages 10035 through 10052 and 10054 through 10055 -- by deleting the name "Chicago Department of Transportation" wherever it appears and inserting in lieu thereof the name "Department of Transportation".

The motion to correct *Prevailed*.

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**UNFINISHED BUSINESS.**

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**AUTHORIZATION FOR ISSUANCE OF SUBPOENA  
DUCES TECUM TO MR. DANIEL CALLAGHAN,  
PRESIDENT OF CALLAGHAN PAVING  
COMPANY.**

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 27, 1991, page 10015, recommending that the City Council adopt a proposed resolution nullifying and cancelling all City contracts with Callaghan Paving Company.

After debate, Alderman Evans withdrew his motion to consider the said proposed resolution.

At this point in the proceedings, Alderman Burke presented the following order:

The Chairman of the Committee on Finance is hereby authorized to issue to Daniel Callaghan, President of Callaghan Paving Company a Subpoena Duces Tecum pursuant to Illinois Revised Statutes, Chapter 24, 10-4-4.

Alderman Burke then moved to *Suspend the Rules Temporarily* for the immediate consideration of the foregoing proposed order. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed order was *Adopted* by a viva voce vote.

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**MISCELLANEOUS BUSINESS.**

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***Failed To Pass* -- MOTION TO DISCHARGE COMMITTEE  
ON FINANCE FROM FURTHER CONSIDERATION OF  
ORDINANCE AUTHORIZING YEAR 1992 BUDGET  
AND TAX LEVY FOR SPECIAL SERVICE  
AREA NUMBER NINE.**

At this point in the proceedings, Alderman M. Smith moved to discharge the Committee on Finance from further consideration of a proposed ordinance concerning the authorization for the Year 1992 Budget and Tax Levy for Special Service Area Number Nine.

The clerk called the roll on the motion to discharge and the yeas and nays were as follows:

***Yeas*** -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Steele, Dixon, Huels, Burke, Coleman, Streeter, Troutman, Evans, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Giles, Hansen, Schulter, M. Smith, Moore -- 24.

***Nays*** -- Aldermen Mazola, Beavers, Buchanan, Fary, Madrzyk, Jones, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Levar, Stone -- 21.

Alderman M. Smith moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the motion to discharge was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Steele, Dixon, Huels, Burke, Coleman, Streeter, Evans, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Giles, Hansen, Schulter, M. Smith, Moore -- 22.

*Nays* -- Aldermen Mazola, Buchanan, Fary, Madrzyk, Jones, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Levar, Stone -- 20.

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AUTHORIZATION FOR RENEWAL OF UTILITY LICENSE  
AGREEMENT AND EXECUTION OF SUPPLEMENTAL  
AGREEMENT THERETO WITH COMMONWEALTH  
EDISON COMPANY SPECIFYING CERTAIN  
RIGHTS TO PROVIDE ELECTRICITY  
WITHIN CITY OF CHICAGO.

On motion of Alderman Eisendrath, the City Council took up for consideration Alderman Natarus' motion to reconsider the passage of an ordinance which authorized the renewal of a utility license agreement and the execution of a supplemental agreement thereto with Commonwealth Edison Company specifying certain rights to provide electricity within the City of Chicago. The motion to reconsider *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 28.

*Nays* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Giles, Shiller, Moore -- 20.

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

Alderman Eisendrath presented the following amendment:

**SECTION 1.** Section 7.1 of the ordinance and agreement between the City of Chicago and Commonwealth Edison Company is herein amended by deleting the language bracketed and inserting the language in italics, as follows:



## Section 7.

## Equal Opportunity/Affirmative Action.

## Section 7.1 Equal Opportunity.

During the term of the License, the Licensee shall continue to expand employment, business and economic opportunities on an equal opportunity basis. Although the City's Minority and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420, et seq., applies by its terms only to the City, the Licensee, as to its business within the City, [shall] *will endeavor* to comply with the [specific provisions] purpose of that Ordinance. The Licensee's initiatives in this area shall include the items set forth below.

Alderman E. Smith moved to refer the foregoing amendment to the Committee on Energy, Environmental Protection and Public Utilities. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Suarez, Giles, Shiller, Moore -- 21.

*Nays* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 28.

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

At this point in the proceedings, Alderman Hendon raised a point of order, holding that notice of intent to bring up for consideration a deferred matter, required under the City Council's Rules of Order and Procedure, had not been executed. The Chair ruled that proper notice had been given.

Thereupon, on motion of Alderman Natarus, the said proposed amendment was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 27.

*Nays* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Suarez, Giles, O'Connor, Shiller, Moore -- 22.

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

Alderman Eisendrath then moved to pass the said ordinance, as amended, which authorizes the renewal of a utility license agreement and the execution of a supplemental agreement thereto with Commonwealth Edison Company. The clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 26.

*Nays* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Suarez, Giles, O'Connor, Shiller, Schulter, Moore -- 23.

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

Alderman Hendon moved for a verification of the foregoing roll call vote. The clerk re-called the roll and the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 26.

*Nays* -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Suarez, Giles, O'Connor, Shiller, Schulter, Moore -- 23.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted May 25, 1948 and approved on June 10, 1948, the City of Chicago granted certain rights to Commonwealth Edison Company to provide electric energy within the City of Chicago; and

WHEREAS, The City of Chicago and Commonwealth Edison Company desire to renew the existing grant to Commonwealth Edison Company with certain amendments and modifications as set forth in this ordinance; now, therefore,

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

The electric utility license agreement between the City and the Licensee is renewed on the terms and conditions set forth in this ordinance.

*Section 1.*

*Definitions.*

When capitalized and used in this ordinance, the following terms shall have the meanings given, unless a different meaning is expressed or clearly indicated by the context. Words not defined herein shall be given their common and ordinary meaning.

1.1 "Adjustment Board":

The board constituted pursuant to Paragraph 8.8 hereof.

1.2 "Annual Report":

The report to be provided to the City by the Licensee pursuant to Paragraph 8.1 hereof.

1.3 "Capital Security":

A share of capital stock or an evidence of long-term debt.

1.4 "Certified":

This term shall mean, with respect to a minority business enterprise or women's business enterprise, that such entity has been certified as such by the City, Cook County, the State of Illinois or an independent organization with an established record of promoting equal opportunity and affirmative action.

1.5 "Chicago":

The geographical area within the political boundaries of the City, including all territory subsequently annexed but not including territory subsequently disconnected, as those boundaries are defined at the time service is provided.

1.6 "City":

The City of Chicago, a municipality of the State of Illinois and a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and where consistent with the context, its agencies, divisions, boards, bureaus, officers and employees.

1.7 "Compact":

The supplemental agreement authorized by Section 10 hereof, a copy of which is attached hereto as Exhibit A.

1.8 "Competent Authority":

Any governmental body or forum vested by law with authority to do the act or to make the order, rule or regulation involved. In the absence of any such other governmental body or forum, the City shall constitute Competent Authority to the extent it has the authority to act.

1.9 "Depreciation Reserve":

The net credit balance in the Licensee's reserve for depreciation as of December 31, 1991, plus all amounts thereafter credited to such account for or in connection with the depreciation of Utility Facilities, and less all amounts thereafter charged to such account in connection with the retirement of Utility Facilities.

1.10 "Effective Date":

The date this License becomes effective pursuant to Paragraph 3.2 hereof.

1.11 "I.C.C.":

The Illinois Commerce Commission or its successors.

**1.12 "Liability":**

Actual or claimed loss or damage to property or injury to or death of persons, and actual or claimed responsibility for such loss, damage, injury or death, together with expenses of every sort and kind incident to such loss, damage, injury, death or responsibility, including, but not thereby excluding any other expense, court costs, fines and attorney's fees.

**1.13 "License":**

Consistent with the context of its use, this term shall mean (a) the rights, privileges and obligations created or arising under this ordinance and the Compact and procedures established pursuant to this ordinance or the Compact and (b) the ordinance and the Compact.

**1.14 "Licensee":**

In the absence of an express reference to Commonwealth Edison Company, the term "Licensee" shall mean Commonwealth Edison Company, its successors, assignees and all other persons or entities controlled by Commonwealth Edison Company.

**1.15 "Municipal Compensation":**

The compensation to be paid to the City by the Licensee as partial consideration for this License that is described in Section 4 hereof.

**1.16 "Parties":**

The City and the Licensee.

**1.17 "Plant Report":**

A report, in a mutually agreed form, which includes all utility plants owned by the Licensee stated at original cost, showing year of acquisition or installation and analyzed into retirement plant units and classified in accordance with the Classification of Accounts as prescribed by the I.C.C. or other Competent Authority.

**1.18 "Previous License":**

The ordinance titled "An Ordinance Granting to Commonwealth Edison Company Rights to Provide Electric Energy Within the City of Chicago

and in Public Ways and Property" passed by the Chicago City Council on May 25, 1948, approved by the Mayor on June 10, 1948 and accepted by the Licensee on June 11, 1948.

1.19 "Provide Electric Energy" Or "Providing Electric Energy":

To use, maintain and operate Utility Facilities and to produce, generate, purchase, transmit, distribute, sell, advertise, and promote the use or sale of electric energy (excluding, however, appliances, merchandise, jobbing, contract work and servicing of customers' installations, the charges for which are not required to be included in schedules filed with Competent Authority), and direct, administer, supervise, conduct and account for all of the same.

1.20 "Provision Of Electric Energy":

The act or result of Providing Electric Energy as herein defined.

1.21 "Public Ways Or Property":

The surface, the air space above the surface and the area below the surface of any right-of-way and public street and any avenue, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, viaduct, waterway or other public right-of-way and all property owned, controlled or leased by the City 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 the Licensee the use thereof for the purpose of installing or maintaining Utility Facilities.

1.22 "Term":

The period elapsing between the Effective Date of this License and termination of this License pursuant to Section 3 hereof.

1.23 "Utility Facilities":

Include property, land, structures, equipment, materials and supplies, used in or useful for the production, generation, purchase, transmission, distribution or sale of electric energy (excluding, however, appliances, merchandise, jobbing, contract work and servicing of customers'

installations, the charges for which are not required to be included in schedules filed with Competent Authority) and the direction, administration, supervision, conduct or accounting for all of the same, whether owned or held by Licensee under lease, license, contract, joint use or joint ownership agreement or claim of right.

## *Section 2.*

### *Grant.*

#### 2.1 Right Granted.

Commonwealth Edison Company is hereby granted a non-exclusive right to Provide Electric Energy in Chicago. This right includes a license to acquire, construct, lease, use, maintain, operate and remove its Utility Facilities in, upon, along, across, over and under Public Ways or Property, on the terms and conditions specified in this License.

#### 2.2 Conditions And Limitations.

##### 2.2.1 Police Powers.

The City expressly reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules and regulations as it may deem necessary in the exercise of the City's governmental powers.

##### 2.2.2 Regulation Of Public Ways Or Property.

The City expressly reserves the right to enforce reasonable regulations concerning the Licensee's access to or use of the Public Ways or Property, including requirements for permit applications.

##### 2.2.3 Compliance With Laws, Rules And Regulations.

The Licensee shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any Competent Authority having jurisdiction over the Licensee's activities.

#### 2.2.4 Jurisdiction.

Notwithstanding anything in this License to the contrary, and without derogation to the provisions of this License, the standards of service related to the Provision of Electric Energy shall be as determined by Competent Authority and compliance therewith shall be determined only by such Competent Authority.

#### 2.2.5 Consent.

Whenever performance of an obligation of the Licensee hereunder requires the consent or approval of Competent Authority, the Licensee shall make a good faith effort to obtain such consent or approval. The Licensee shall not be considered to be in default or breach of any such obligation if, notwithstanding the Licensee's good faith efforts, the Licensee is unable to obtain any such required consent or approval.

### *Section 3.*

#### *Term And Termination.*

##### 3.1 Term.

The License shall terminate on December 31, 2020, unless (a) the License is extended under the provisions of Paragraph 3.3 hereof, (b) the License is terminated before such date under the provisions of Paragraph 3.4 hereof, or (c) the City acquires the Utility Facilities.

##### 3.2 Acceptance And Effective Date.

This License shall be effective and in full force commencing on January 1, 1992, if, within twenty-one (21) days of the adoption of this ordinance by the City Council and approval by the Mayor of the City, Licensee executes a written instrument approved in form and substance by the Corporation Counsel of the City, pursuant to which the Licensee: (a) accepts without qualification the rights and privileges granted by this License, subject to the included terms and conditions; (b) executes the Compact; and (c) waives (i) all rights and privileges granted under the Previous License and under any grant by the City to any predecessor or assignor company; (ii) all claims against the City arising during the term of the Previous License for loss or damage to Utility Facilities in Public Ways or Property or to any other Utility Facilities; and (iii) any and all claims arising from or as a result of



the actions of the City related to the City's demand for acquisition that is described in Paragraph 13.2 hereof.

### 3.3 Extension.

If neither Party has given notice to the other, on or before December 31, 2019, that it intends to permit this License to expire, then the Term shall continue beyond the stated expiration date. Upon such extension, this License shall continue to be in effect, with all provisions of the License retaining the same force and effect as before the extension, until it is terminated by the City or the Licensee by at least one year's written notice to the other Party. Notice given after December 31, 2019 and before December 31, 2020, shall be effective, as provided above, one year from the date of such notice.

### 3.4 Termination.

This License may be terminated prior to December 31, 2020, upon one year's written notice:

(i) by the City, if the City shall acquire the Utility Facilities, or if the Licensee fails: (a) to accept in writing an amendment hereto adopted as provided in Paragraph 8.8.3(b) hereof within thirty (30) days after such adoption; or (b) to remedy or cure any breach or default of any condition of this License within one hundred and eighty (180) days following written notice so to do by the City, if the issue of such breach or default shall not have been submitted to an Adjustment Board or to a court of competent jurisdiction in a proceeding brought by either the City or the Licensee; or (c) to remedy or cure any breach or default of any condition of this License (except a breach of Section 7 hereof), the issue of which breach or default shall have been submitted to an Adjustment Board as provided in Paragraph 8.8.3(a) hereof, in the manner and within the time fixed in the decision of said Adjustment Board upon finding that a breach or default existed; or (d) to remedy or cure any breach of Section 7 hereof, the issue of which breach shall have been submitted to a court of competent jurisdiction, within one hundred and eighty (180) days after such court has determined that such condition has been breached, and in accordance with any mandatory order of such court with respect to the method by which such breach shall be remedied or cured;

(ii) by Licensee, if the City, within one hundred and eighty (180) days after a report by the Adjustment Board shall fail to adopt an ordinance amending this ordinance, as provided in Paragraph 8.8.3(b) hereof; and

(iii) by either the City or the Licensee, if any provision or condition of this License be finally adjudged invalid by any court of competent jurisdiction.

### 3.5 Obligations Upon Termination.

Upon termination of this License, the City and Licensee shall each discharge by performance all obligations due the other that arose up to the date of termination of the License. Upon the effective date of termination of the License, all rights and privileges granted to the Licensee and the City under this License shall come to an end. The Licensee, upon sixty (60) days' written notice to the City, to be given within one year after the termination of this License as provided in this Section 3, within a reasonable time may remove its Utility Facilities from the Public Ways or Property.

## *Section 4.*

### *Municipal Compensation.*

#### 4.1 Municipal Compensation.

As partial consideration for this License, and in full satisfaction of the Licensee's obligation to pay municipal compensation under the Previous License or any other prior ordinance, the Licensee shall pay to the City, on or before the last day of each calendar month that this License is in effect, Municipal Compensation equal to 4% of the Licensee's aggregate revenues received from the Provision of Electric Energy in Chicago during the calendar month immediately preceding the month during which such payment is made. However, there shall be deducted from the Municipal Compensation any amount paid by the Licensee on account of any new or additional tax levied hereafter by or for the City based upon the Licensee's revenues or receipts from or sales of electric energy or on the Licensee's electric utility business in Chicago, or on account of any new or additional license, permit or other fees imposed during the term of the Previous License or the Term hereof on the Licensee for the right to use the Public Ways or Property, except that there shall be no deduction from the Municipal Compensation for any fee paid for permits issued by the City to the Licensee pursuant to the City's ordinance of July 20, 1988, or a successor ordinance, to the extent that the rate or amount of any such permit fee does not exceed the rate or amount established in the ordinance of July 20, 1988, adjusted by the change in the final Consumer Price Index - All Urban Consumers U.S. City Average for All Items, Base 1987 -- 1989 ("C.P.I."), as published by the United States Department of Labor, from December 31, 1991 to the time such fee is imposed. In addition, no such tax or license, permit or other fee shall be deducted if and to the extent that such tax or license, permit or other

fee represents directly or indirectly a transfer to the City of a tax or license, permit or other fee now paid by the Licensee to the State of Illinois.

#### 4.2 Procedures.

The Comptroller of the City and a designated representative of the Licensee shall: (i) establish procedures for the method of transmitting the Municipal Compensation to the City, including verification of monthly payments due and determination of the amount of any overpayments or under payments due to corrections in the Licensee's books of account after the date on which the monthly Municipal Compensation payment was calculated; and (ii) with respect to the C.P.I., if the Department of Labor changes the Base, agree upon appropriate adjustments to reflect such change or, if the C.P.I. is discontinued or its basis is changed, agree upon an appropriate substitute index.

#### 4.3 Revenue Estimate.

On or before July 1 of each year, the Licensee shall provide the City with its best estimate of the Municipal Compensation payment amount for the following calendar year.

### *Section 5.*

#### *Municipal Acquisition.*

At any time during the Term hereof, upon one year's written demand by the City, the Licensee shall grant, bargain, sell, convey, assign and set over to the City, or any public authority designated by the City, the Utility Facilities, free and clear of all mortgage and other liens; for a cash consideration equal to the cost of reproduction of new Licensee's Utility Facilities, minus the depreciation in Licensee's Utility Facilities (which shall be taken to be the same proportion of the cost of reproduction now as its then Depreciation Reserve bears to its investment in electric plant), subject, however, to a maximum consideration equal to Licensee's investment in Utility Facilities and a minimum consideration equal to the difference between Licensee's investment in Utility Facilities and the amount of Licensee's Depreciation Reserve. Such "Depreciation Reserve", "investment in electric plant" and "investment in Utility Facilities" shall be taken as shown by Licensee's books of account kept in accordance with the provisions of this ordinance.

*Section 6.*

*Management And Service.*

**6.1 Basic Obligation.**

The Licensee shall take all reasonable and necessary steps to assure an adequate, safe and reliable supply of electricity to meet the electric energy needs of Chicago. During the Term of this License, the Licensee shall comply with all laws, regulations, and orders of Competent Authorities respecting the Licensee's Provision of Electric Energy in Chicago, pursuant to this License.

**6.2 Management And Operation.**

During the Term of this License, the Licensee shall be honestly, prudently, and efficiently managed. Licensee shall, to the full extent of its ability, provide Utility Facilities adapted for serviceable, efficient and economical Provision of Electric Energy adequate for actual and potential users thereof in Chicago, and operate and maintain such Utility Facilities efficiently and economically and in accordance with the highest standards and best systems, methods, and skills then reasonably available for the Provision of Electric Energy.

**6.3 Emergency Procedures.**

**6.3.1**

The Licensee shall, in coordination with the City's police and fire departments, establish standard operating procedures for emergency situations, including procedures for cutting and restoring power at locations involved in police and fire emergencies.

**6.3.2**

In the event of an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Utility Facilities, the Licensee is hereby granted access to the Public Ways or Property without a permit to ameliorate the threatened harm. The Licensee shall advise the City of the emergency at its earliest feasible opportunity.

#### 6.4 Service Representative.

##### 6.4.1

The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing repair and maintenance services and personnel available during office hours to address concerns the City might have regarding the Provision of Electric Energy and the administration of this License. The Licensee shall designate a service representative for Chicago and provide the City with the location and telephone number of the local office and the name and telephone number of the Licensee's service representative.

##### 6.4.2

The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing the City with 24-hour emergency service pertaining to the operation of the Utility Facilities. The Licensee shall provide the City with the location and telephone number of the local office, the name of the Licensee's emergency representative and the telephone number or numbers at which the Licensee's emergency representative can be reached 24 hours a day.

##### 6.4.3

The City shall designate an electric representative and shall provide the Licensee with the name of the City's electric representative and the telephone number or numbers at which the City's electric representative can be reached during office hours.

##### 6.4.4

The City shall designate an emergency representative and shall provide the Licensee with the name of the City's emergency representative and the telephone number or numbers at which the City's emergency representative can be reached 24 hours a day.

##### 6.4.5

Each Party shall promptly notify the other Party in the event that any of the information required to be provided under Paragraphs 6.4.1 through 6.4.4 is changed.

### 6.5 Pricing Commitment.

Except as otherwise required or allowed by law or by order of Competent Authority, the Licensee shall maintain its prices and charges at a level that is substantially equal to its cost of providing service, including the cost of capital.

## *Section 7.*

### *Equal Opportunity/Affirmative Action.*

#### 7.1 Equal Opportunity.

During the Term of the License, the Licensee shall continue to expand employment, business and economic opportunities on an equal opportunity basis. Although the City's Minority- and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420, et seq., applies by its terms only to the City, the Licensee, as to its business within the City, will endeavor to comply with the purpose of that Ordinance. The Licensee's initiatives in this area shall include the items set forth below.

##### 7.1.1 Nondiscrimination.

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

##### 7.1.2 Affirmative Action.

The Licensee shall expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal opportunity basis. In

view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative action initiatives shall be:

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

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

(iii) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal opportunity initiatives.

### 7.1.3 Purchasing.

The Licensee shall endeavor to increase contracting and procurement opportunities for minority and women's business enterprises. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to promote and enhance contracting opportunities for minority business enterprises. This program shall be continued and expanded to increase contracting opportunities for both minority and women's business enterprises.

#### 7.1.3.1 Specific Activities.

(a) The Licensee, in conjunction with various representative minority and women's groups, shall conduct at least two business development workshops annually. The purpose of the workshops shall be (i) to introduce individual minority and women's businesses to the Licensee and its business practices and make available opportunities to provide goods and services to the Licensee, (ii) to expand the Licensee's Certified minority and women's business enterprise vendor base, and (iii) to solicit input regarding the Licensee's minority and women's business development programs.

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

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

#### 7.1.3.2 Participation Goals And Waivers.

(a) The Licensee shall use good faith efforts to achieve participation of Certified minority business enterprises in the Licensee's contracts related to construction or rehabilitation of the Licensee's buildings in Chicago equal to 25 percent of the total dollar value of such contracts and to achieve participation of Certified women's business enterprises equal to 5 percent of the total dollar value of such contracts.

(b) In the calculation of the participation values set forth in Paragraph 7.1.3.2(a), the Licensee's minority and women's business enterprise coordinator may exclude contracts and classes of contracts if, notwithstanding in Licensee's efforts,

(i) there are no Certified minority or women's business enterprises known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified minority or women's business enterprises that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

#### 7.1.4 Community Outreach.

The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, the Licensee shall actively seek the advice of representative minority and women's organizations.

#### 7.2 Implementation.

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



*Section 8.*

*Enforcement.*

8.1 Annual Report And Meeting.

8.1.1

On or before April 1 of each calendar year, beginning April 1, 1993, the Licensee shall provide the City with an Annual Report containing the following information: (a) the Plant Report required pursuant to Paragraph 8.4 hereof; (b) during the first ten years of the Term hereof, a report on the implementation of Section 2 of the Compact; (c) a report on the implementation of Section 3 of the Compact; (d) the Licensee's plans for construction in Public Ways or Property during the succeeding twelve months; (e) a report on the Licensee's equal opportunity/affirmative action activities and initiatives, as described in Section 7 hereof; and (f) the Licensee's plans and forecasts pertaining to generating capability and alternative sources of power, as provided in Paragraph 2.1 (1) of the Compact.

8.1.2 Meeting.

The City and the Licensee shall hold a meeting each year to discuss the Annual Report, to coordinate planned construction activity within the Public Ways or Property and to discuss such other matters incident to this License as either Party deems appropriate.

8.2 Accounts And Reports; Audit Rights.

The Licensee shall keep its books and records in accordance with the regulations of the I.C.C. and any other Competent Authority. The Licensee shall permit the City to inspect or audit its books, accounts, correspondence, documents and data for any proper purpose under this License. Any such inspection or audit shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection or audit. Any such inspection or audit shall be conducted by or under the supervision of a certified public accountant employed or engaged by the City.

8.3 Physical Inspection.

The Licensee shall permit the City to inspect the Utility Facilities located

in Chicago for any proper purpose under this License. Any such inspection shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection. Any such inspection shall be conducted through any person acting under the direct supervision and responsibility of a professional engineer.

#### 8.4 Plant Report.

The Licensee shall provide to the City an updated year-end Plant Report on or before April 1, 1992, and thereafter annually during the Term of this License as part of its Annual Report.

#### 8.5 Filings.

The Licensee shall provide to the City a copy of each periodic report or record filed with any state or federal agency regulating the Licensee's rates, service, issuance of securities, or compliance with affirmative action and equal opportunity requirements. The Licensee shall also provide the City with a copy of any report made to the United States Environmental Protection Agency or the Illinois Environmental Protection Agency (or their successors) regarding an event involving hazardous materials in Chicago. The reports described in this Paragraph 8.5 shall not be provided to the City to the extent that the Licensee is required by law or regulation to keep such reports confidential.

#### 8.6 Other Enforcement Information.

The Licensee shall from time to time furnish such additional information or documents and allow such inspections as the City reasonably requests to assess the Licensee's compliance with the provisions of this License. Such information and documents shall be provided and such inspections shall be allowed upon reasonable written request specifying the purpose for which such information, documents or inspections are requested, which purpose shall be a proper purpose under this License.

#### 8.7 Disclosure Of Documents Or Information.

The City agrees that no documents or information provided to the City by the Licensee in accordance with this License shall be made available to the public if such documents or information are exempt from disclosure under the provisions of the Illinois Freedom of Information Act or Section 5-108 of the Public Utilities Act, as such statutes may be amended from time to time.

## 8.8 Adjustment Board.

### 8.8.1

From time to time during the Term hereof, upon written demand of either the City or Licensee, there shall be appointed an Adjustment Board consisting of three nationally recognized outstanding and disinterested consulting engineers who shall have been engaged exclusively in private practice as such for at least five years next prior to their appointment and who have no direct or indirect interest in any Capital Security issued by either the City or Licensee, one to be selected by the City and one by Licensee, and the third (who shall act as Chairman of the Adjustment Board) by the two so selected if they can agree, otherwise by the Chief Judge of the United States Circuit Court of Appeals for the judicial circuit in which Chicago is located, who shall serve for such term and compensation as the City and Licensee shall mutually agree upon, or if they are unable to agree, then as fixed by said Chief Judge above described, and whose reasonable compensation and expenses shall be borne by the Licensee. In the event any member of said Adjustment Board shall die or for any other reason refuse or be unable to act, his successor shall be appointed in the same manner and by the same person or persons as such member was appointed. Pending the appointment of such successor, all proceedings before said Adjustment Board shall be stayed; provided, that if either the City or Licensee shall, for a period of thirty (30) days after notice shall be given to it by the other, fail or refuse to appoint a member to the Adjustment Board or a successor to a member of the Adjustment Board as herein set forth in this connection, then the member of the Adjustment Board appointed by the other party and the third member appointed, if necessary, by the Chief Judge aforesaid, shall constitute the Adjustment Board and function as such until such member or successor shall be appointed.

### 8.8.2

The Adjustment Board shall follow the rules of the American Arbitration Association, except where they conflict with the provisions of this License, which provisions shall control. Any hearing shall take place in Chicago, unless otherwise agreed in writing by the Parties. All decisions and recommendations made by the Adjustment Board shall be in writing and concurred in and signed by at least two members of the Adjustment Board, and copies thereof shall be given to the City and Licensee promptly thereafter.

**8.8.3**

Said Adjustment Board shall investigate and determine, by a majority vote:

(a) upon the written demand of either the City or Licensee, any disagreement with respect to:

(i) the amount of the "cost of reproduction new" and "depreciation", as these terms are used in Section 5 hereof; and

(ii) whether the Licensee has breached or failed fully to perform and satisfy or has defaulted in the performance of any condition or obligation imposed by this License (except the conditions and obligations imposed by Section 7 hereof), and if so, the manner in which and the time within which such breach, failure or default should be cured or remedied.

Any decision of the Adjustment Board or a majority thereof with respect to any of the above named matters in this Paragraph 8.8.3(a) shall be final, binding and conclusive upon both the City and the Licensee, and shall be a condition precedent to any act, action at law or suit in equity by either the City or the Licensee to which said matters or any thereof, is or are relevant or determinative;

(b) upon the written demand of either the City or the Licensee (which demand may be made by either the City or the Licensee not more often than once in any period of five consecutive years) whether any change in laws, public regulations, economic conditions or in the art or methods of Providing Electric Energy has caused any provision hereof (except provisions with respect to Term, Municipal Compensation or municipal acquisition) to become unreasonable or unfair to either the City or the Licensee or to both, and if so, to recommend to the City and the Licensee the manner in which such unreasonableness or unfairness should be corrected, which recommendation may be enacted into an ordinance amending the provisions of this License, which amendatory ordinance shall be in force from the date of its acceptance in writing by the Licensee.

*Section 9.*

*Use Of Public Ways Or Property.*

9.1 Nonexclusive Grant.

9.1.1

Nothing in this License shall be construed to grant the Licensee an exclusive license to operate in Chicago. Except as otherwise provided herein or by Competent Authority, the Licensee's work in or occupancy of the Public Ways or Property shall be at no direct expense to the City.

9.1.2

The City reserves the right to make a similar use itself, or to make a grant for a similar use by any other person, of the Public Ways or Property.

9.1.3

The Licensee shall not unreasonably interfere with the use or occupancy of the Public Ways or Property by others. The City agrees to require all other contractors, subcontractors, franchisees, licensees and permittees in the Public Ways or Property to agree not to interfere unreasonably with the rights of the Licensee in the Public Ways or Property.

9.2 Permits And Procedure.

The Licensee shall obtain all required permits before beginning any construction or other work in the Public Ways or Property. The Licensee shall comply with the standard permit procedures of the City's departments for its operations in Chicago. The City shall not unreasonably delay, withhold or withdraw any permit or approval the Licensee is required to obtain. The City may inspect the Licensee's work in the Public Ways or Property to assure that such work complies with permit requirements.

9.3 Restoration Of Streets And Property.

When the Licensee does any work in or affecting the Public Ways or Property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such Public Ways or Property to as good a condition as

existed before the work was undertaken, unless otherwise directed by the City. If weather or other conditions do not permit the complete restoration required by this paragraph, the Licensee may, with the approval of the City, temporarily restore the affected Public Ways or Property, provided that such temporary restoration is at the Licensee's sole expense and provided further that the Licensee promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the City, the Licensee shall restore the Public Ways or Property to a better condition than existed before the work was undertaken, provided that the City shall bear any additional costs of such restoration. If the Licensee fails to promptly restore the Public Ways or Property as required by this Paragraph 9.3, the City may, upon giving 14 days' written notice to the Licensee, restore such Public Ways or Property or remove the obstruction therefrom, at the expense of the Licensee.

#### 9.4 Relocation.

Upon receiving at least 30 days' written notice from the City, the Licensee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Utility Facilities in Public Ways or Property, whenever the City shall have determined that such removal, relocation, change or alteration (a) is reasonably necessary to the construction, repair, maintenance, improvement or use of such Public Ways or Property; (b) is reasonably necessary to the location, construction, replacement, maintenance, improvement or use of other property of the City; or (c) is reasonably necessary for the operations of the City. In connection with such removals, relocations, changes or alterations, the City shall take reasonable steps to minimize the Licensee's expense.

#### 9.5 Tree Trimming In Rights Of Way.

From time to time, when Licensee believes it to be warranted by existing conditions, the Licensee shall, at its own expense, cause the trees and vegetation growing upon or overhanging any of the Public Ways or Property in the City where Utility Facilities are erected to be trimmed in such a manner that there shall be a proper clearance between the nearest wires or equipment and any portion of the trees or vegetation. Said trees and vegetation shall be trimmed so that no branches, twigs or leaves come in contact with or in any way interfere with the Utility Facilities. The Licensee shall exercise reasonable care to avoid unnecessary destruction of or serious harm to trees located in the Public Ways or Property. The Licensee shall notify the City no less than seven days before it plans to perform such work.

#### 9.6 Use Of Utility Poles And Conduit.

The Licensee shall grant the City permission, at the City's sole risk and expense, but without charge, to use the Licensee's conduit and poles located in Public Ways or Property, for any lawful purpose other than a proprietary purpose; provided, however, that such use shall be exercised under the Licensee's supervision and direction and shall not materially interfere with the Licensee's use of the conduit and poles. In addition, the City shall indemnify and save harmless the Licensee from all Liability which may result directly or indirectly from the City's use of the Licensee's conduit and poles.

#### 9.7 Undergrounding.

At the request of the City, the Licensee shall underground future planned overhead Utility Facilities, provided that the total cost of replacement of overhead planned Utility Facilities by undergrounding such Utility Facilities, as a result of a request by the City, shall not exceed One Million Dollars (\$1,000,000) in any one calendar year; provided, however, that if Licensee agrees, the City may accelerate the One Million Dollars (\$1,000,000) per calendar year expenditure cap for any succeeding years remaining within the Term and aggregate such amount of undergrounding of a future planned overhead Utility Facility.

### *Section 10.*

#### *Supplemental Agreement.*

The Mayor of the City is authorized and directed to execute the supplemental agreement (the "Compact") attached hereto as Exhibit A.

### *Section 11.*

#### *Transfer And Assignment Of License.*

#### 11.1

Commonwealth Edison Company shall not have the right to assign its rights and privileges under this License or to otherwise transfer such rights and privileges in any manner whatsoever without the prior written approval by an ordinance enacted by the City; provided, however, that the purchaser of the Utility Facilities at a judicial sale foreclosing the lien, or at any

execution sale consequent upon default and judgment under any present or future mortgage, deed of trust or other indenture providing for the issuance of the Licensee's long term debt, shall succeed to the rights and license of the Licensee, but subject to all terms and provisions hereof.

## 11.2

In the event of a transfer or assignment of the Licensee's rights and privileges under this License, all provisions of this License that are obligatory upon, or that inure to the benefit of, the Licensee shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of the Licensee.

## *Section 12.*

### *Administration.*

#### 12.1 Non-Waiver.

Neither this ordinance nor any provision or condition hereof shall waive, abridge, release, limit, surrender, impair, remove, or subordinate:

(a) any right, power, duty, or jurisdiction now or hereafter possessed by the City, the State of Illinois, or any officer, agency, department, or commission thereof;

(b) any provision of any constitution, statute, or order of Competent Authority;

(c) any obligation or duty now or hereafter imposed upon Licensee by law or by order of Competent Authority; or

(d) any right of the City or the Licensee to obtain judicial review of any judgment or decree of a judicial tribunal or any order of Competent Authority.

#### 12.2 Modification.

Except for administrative or technical procedures and other ancillary matters required by the provisions of this License to be established in subsequent discussions between the Parties, or exercises of governmental authority, this License may be supplemented or modified only in the manner of its original adoption and acceptance.



### 12.3 Indemnification.

The Licensee, at all times during the Term hereof, at its sole expense and risk, shall indemnify the City, its officers, agents and employees against any and all Liability:

(a) for loss or damage to property of the Licensee, its officers, agents, employees, licensees and invitees in Public Ways or Property pursuant to this License, or for injury to or death of any such employee, agent or licensee while in Public Ways or Property pursuant to this License, however arising; or

(b) arising directly or indirectly from any act or omission of Licensee or any person acting for it done or claimed to have been done by virtue of or pursuant to this License or any right or license granted hereunder or any authorization, plan or specification approved, prescribed or issued pursuant hereto.

### 12.4 Notices.

Unless otherwise specified in this License, all notices, requests, demands, approvals or other communications pursuant to or required by this License shall be sent to the persons named below. The designated recipient or address for either Party may be changed by notice given in accordance with the requirements of this provision. Copies of any notices relating to non-compliance, termination or acquisition shall also be given, at the same time, to the Corporation Counsel of the City and to the General Counsel of the Licensee.

The City:

Attention: Title  
City of Chicago  
City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

Licensee:

Attention: Title  
Commonwealth Edison Company  
P. O. Box 767  
Chicago, Illinois 60690  
or  
10 South Dearborn Street  
Chicago, Illinois 60603

Notices shall be timely and effective upon receipt if delivered by courier on or before the final day for an action to be taken and upon mailing if sent by registered or certified mail, postage prepaid, at least three days before the final day for an action to be taken.

### 12.5 Entire Agreement.

The City and the Licensee agree that the provisions, terms, and conditions of this License comprise the entire agreement of the Parties concerning matters covered by this License.

### 12.6 Governing Law.

This License shall be governed by, and construed in accordance with, the laws of the State of Illinois.

### 12.7 Force Majeure.

The Licensee shall not be deemed in violation of this License for the delay in performance or failure to perform in whole or in part its obligations under this License due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the Licensee's control and are not caused by negligence on the part of the Licensee or any person acting on its behalf. In the event that the delay in performance or failure to perform affects only part of the Licensee's capacity to perform its obligations under this License, the Licensee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Licensee shall promptly notify the City's electric representative in writing of an event covered by this paragraph and the date, nature and cause thereof. Furthermore, the Licensee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this License to be affected thereby.

### 12.8 Time Of Essence.

Whenever this License requires an act to be performed by or within a certain time, such time shall be deemed to be of the essence.

## *Section 13.*

### *Repeal.*

### 13.1

The Previous License is hereby repealed, effective on the date this License becomes effective, except that Section 4.4 of the Previous License shall survive this repeal.

## 13.2

The notice of demand for acquisition of the Utility Facilities given by the City to the Licensee pursuant to the Previous License on December 28, 1989, and extended by agreement of the Parties dated as of November 16, 1990, is hereby withdrawn.

Exhibit "A" (Supplemental Agreement) attached to this ordinance reads as follows:

*Exhibit "A".*

*Supplemental Agreement Between The City Of Chicago  
And Commonwealth Edison Company.*

Whereas, The City and the Licensee have determined to renew "An Ordinance Granting to Commonwealth Edison Company Rights to Provide Electric Energy Within the City of Chicago and in Public Ways and Property", which became effective June 10, 1948, as supplemented by an agreement dated as of November 16, 1990, with certain amendments and modifications specifying the terms and conditions under which the Licensee shall continue to Provide Electric Energy within Chicago; and

Whereas, The Licensee and the City have reached agreement regarding certain related matters;

Now, Therefore, The Licensee and the City do hereby execute this Compact.

*Section 1.*

*Definitions.*

Capitalized terms that are not defined herein shall be given the meaning assigned to them in the Ordinance. Words not defined herein or in the Ordinance shall be given their common and ordinary meaning.

## 1.1

"Energy Efficiency/DSM" means applications of technologies and techniques for increasing the efficiency of electric energy use or reducing or managing demand for electric energy. Such applications may be designed to achieve greater end-use benefits from electric energy consumed, reductions in electric energy consumption, shift of electric energy demand to times when it can be met more economically.

## 1.2

"Ordinance" means the "Ordinance and Agreement between the City of Chicago and Commonwealth Edison Company", adopted \_\_\_\_\_, 1991, approved \_\_\_\_\_, 1991 and effective January 1, 1992.

## 1.3

"Public Utilities Act" means Ill. Rev. Stat., Ch. 111 $\frac{2}{3}$ , Para. 1-101, et seq., or any successor thereto, both as amended from time to time, and the rules, regulations and standards promulgated thereunder, also as amended from time to time.

## 1.4

"Qualifying Facility" means a cogeneration facility or a small power-production facility that meets the criteria for qualification set forth in Subpart 3 of 18, C.F.R. 292, as it may be amended from time to time.

*Section 2.**Reliability.***2.1 Transmission And Distribution Enhancement.**

In furtherance of the Licensee's obligations to Provide Electric Energy, the Licensee has developed a long-range transmission and distribution enhancement plan that is focused on improvements to certain current Utility Facilities and construction of new Utility Facilities. The Licensee shall budget at least \$1 Billion for expenditure by the Licensee over a ten-year period commencing January, 1992 for investment in transmission and distribution enhancements within or for the benefit of Chicago. The Licensee's transmission and distribution enhancement plan shall include the following initiatives:

(a) The City and the Licensee have developed a mutually acceptable plan for completion of the construction of the 345-kV line from the Licensee's Burnham substation to its Taylor substation, and this line shall be completed as promptly as possible.

(b) The Licensee shall proceed expeditiously with such other planned 345-kV projects as are necessary to Provide Electric Energy in Chicago in a reliable manner. The 345-kV projects the Licensee currently plans to undertake, together with currently projected service dates, are detailed in Schedule 1.

(c) The Licensee shall expand its 138-kV transmission system within Chicago by converting existing 69-kV facilities and by constructing new substations, both as necessary. The projects the Licensee currently plans to undertake to provide new 138-kV to 12-kV capacity or convert existing 69-kV supply systems, together with currently projected service dates, are detailed in the relevant portions of Schedules 2 and 3.

(d) The Licensee shall proceed promptly with a plan to reconfigure the distribution of electric energy to the downtown area of Chicago. The projects the Licensee currently plans to undertake to establish a downtown distribution reconfiguration, together with currently projected service dates, are detailed in the relevant portions of Schedules 2, 3 and 4. In addition, within one year after the Effective Date, the Licensee shall have (i) reviewed and, as appropriate, improved procedures for annual inspections and surveillance of the Licensee's transmission substations (T.S.S.s) and transmission distribution centers (T.D.C.s); and (ii) reviewed and, as appropriate, developed a program for enhancement of T.S.S.s and T.D.C.s in Chicago.

(e) All new 138-kV to 12-kV T.D.C.s constructed after the Effective Date and located in residential or commercial areas of Chicago shall be enclosed. However, all transformers at these future locations shall be enclosed on four sides.

(f) The Licensee shall use its best efforts to complete a transmission system Supervisory Control and Data Acquisition System (S.C.A.D.A.) in Chicago by January 1, 1997.

(g) The Licensee shall continue to upgrade its distribution facilities, specifically including the conversion of selected 69-kV substations to 138-kV and, as appropriate, the conversion of older 4-kV circuits to 12.5-kV circuits. The projects the Licensee currently plans to undertake to implement such upgrades, together with currently projected service dates, are included in Schedule 2.

(h) The Licensee shall proceed with the development and implementation of an automated distribution system, including fault-locating devices and isolation devices to accelerate restoration capability, where appropriate. In addition, by December 31, 1995 the Licensee shall complete the development and implementation of Automated Mapping/Facilities Management (A.M./F.M.) projects in Chicago that are designed to accelerate restoration capability. The Licensee shall continue to cooperate with the City to determine the feasibility of a City/Licensee program for A.M./F.M..

(i) The Licensee shall promptly evaluate and, when appropriate, implement improved standards for equipment installation, fire safety, maintenance and security at its T.S.S.s and T.D.C.s.

(j) The Licensee shall provide to the City periodic reports documenting information on electric service interruptions affecting customers in Chicago, as provided in Paragraph 2.2 of this Compact.

(k) The Licensee shall use its best efforts to reduce the duration and frequency of service interruptions in Chicago.

(l) The Licensee shall continue to periodically review its plans and forecasts pertaining to generating capability and alternative sources of power. These plans and forecasts shall be forwarded to the City in connection with the meetings provided for in Paragraph 8.1.2 of the Ordinance.

## 2.2 Report Of Service Interruptions.

The Licensee recognizes that, as part of its obligation and commitment to Provide Electric Energy in Chicago, the Licensee also bears an obligation to cooperate with the City in transmitting relevant information regarding certain electric service interruptions that may occur from time to time within Chicago, as provided below.

### 2.2.1

Whenever the Licensee must perform planned or routine maintenance or repairs on its Utility Facilities that will result in loss of electric power to customers in Chicago, the Licensee shall make reasonable efforts to notify potentially affected customers of the scheduled time and duration of the planned activity.

### 2.2.2

The Licensee shall report to the City electric service interruptions that affect one percent or more of the Licensee's customers in Chicago and persist for more than fifteen minutes. Such reports shall be made within one hour after the Licensee learns of such electric service interruptions.

### 2.2.3

The Licensee shall maintain records of electric service interruptions affecting electric service in Chicago pursuant to standards promulgated by the I.C.C. In the absence of any such standards, the Licensee shall maintain records showing the date, time of day, duration, affected area, extent, cause and remedial action taken for interruptions of electric service in Chicago that last more than one minute.

### 2.2.4

The Licensee shall maintain records showing the average customer service interruption frequency and duration, both within Chicago and for the Licensee's system as a whole.

### 2.2.5

The Licensee shall report to the City on a calendar quarterly basis, in a form mutually agreeable to the Licensee and the City, a summary of the information contained in the Licensee's records, as set forth in Paragraphs 2.2.3 and 2.2.4 of this Compact. The report required by this Paragraph 2.2.5 shall be delivered to the electric representative designated by the City, as set forth in Paragraph 6.4.3 of the Ordinance.

## 2.3 Tree Removal And Replacement.

The Licensee and the City agree to develop a cooperative program for the removal and replacement of certain municipally owned trees located in the Public Ways or Property which conflict or potentially conflict with the Utility Facilities.

## 2.4 Customer Charges.

In furtherance of the purposes of this Section 2, the Licensee has filed with the I.C.C. a rider, attached as Schedule 5, to provide for a service policy allowing customers whose electric service is interrupted because of an

operating error or equipment malfunction for twelve or more consecutive hours to receive a credit against the monthly customer charge.

### 2.5 Load Projections.

The Licensee's ten-year transmission and distribution enhancement plan described in Paragraph 2.1 hereof shall be updated and modified, as required by changing technology, load projections and actual load growth, so as to avoid unnecessary expenditures and imprudent investment, consistent with the applicable provisions of the Public Utilities Act.

### 2.6 Licensee Responsibility.

Subject to Competent Authority, the Licensee shall retain the responsibility to determine the need for additions to and replacements of, and the most economically efficient method of constructing, Utility Facilities.

## *Section 3.*

### *Conservation.*

#### 3.1 Electric Energy Efficiency Programs.

##### 3.1.1

The City and the Licensee recognize and agree that energy conservation programs offer opportunities for the efficient use of electric energy and reduction of customers' electric energy costs. The Licensee recognizes and shares the City's strong desire to advance the implementation of cost-effective conservation programs that provide direct opportunities to the Licensee's customers to manage more efficiently their use of electric energy and, thereby, create the opportunity to reduce their electric costs. In this regard, the City has urged the Licensee, and the Licensee agrees, to expand the Licensee's current conservation programs and offer additional conservation programs for the benefit of the Licensee's customers. Further, the Public Utilities Act contains certain least-cost planning provisions. The City and the Licensee recognize that the Illinois General Assembly adopted these provisions because least-cost planning will result in lower energy costs than customers would otherwise incur without the implementation of least-cost planning.



### 3.1.2

In furtherance, and not by way of limitation, of the principles and goals recognized in Paragraph 3.1.1 hereof, the Licensee shall expend at least \$25 million in the implementation of Energy Efficiency/DSM programs from the Effective Date through December, 1996. In addition, to the extent that Energy Efficiency/DSM programs are identified during the five-year period described above that are cost-justified in the good faith judgment of the Licensee, the Licensee shall expend at least an additional \$25 million in the implementation of such programs. In its design, selection and implementation of Energy Efficiency/DSM programs, the Licensee shall meet as appropriate with the City. In addition, during the last year of the five-year period described above, the Licensee and the City shall meet regarding the appropriate level of expenditure for Energy Efficiency/DSM programs in future years.

### 3.1.3

The Licensee shall implement cost-effective Energy Efficiency/DSM programs as an integral part of the Licensee's Provision of Electric Energy to its customers. In so doing, the Licensee recognizes the importance of (i) implementing cost-effective programs the benefits of which would otherwise be lost if not pursued in a timely fashion and (ii) developing cost-effective programs for the various classes of the Licensee's customers. Consistent with the recognition of both the Licensee and the City that there should be parity of treatment for rate-making purposes between the Licensee's expenditures on Energy Efficiency/DSM programs and the Licensee's other expenditures on Providing Electric Energy, the Licensee shall be required to implement only those Energy Efficiency/DSM programs that are approved by the I.C.C. and for which the Licensee can recover (a) program costs, including, but not limited to, offsets for lost revenue and stranded investment (if any) resulting from such programs, and (b) return to the Licensee on such program costs to the extent approved by the I.C.C.

### 3.2 Customer Awareness.

As customer awareness, customer understanding and encouragement for customers to use specific energy conservation programs are essential conditions to the effective implementation of energy conservation programs, the Licensee shall devote a significant amount of the Licensee's educational and advertising budgets to promote the principles of energy conservation and the benefits of the specific energy conservation programs to be implemented by the Licensee.

### 3.3 Building Audits.

At the request of the City, the Licensee shall conduct, without charge to the City, electric energy audits of a total of up to 21 City-owned or City-occupied buildings, as may be designated from time to time by the City during the first five years after the Effective Date.

## *Section 4.*

### *Cogeneration.*

#### 4.1

In response to the City's interest in promoting cogeneration, the Licensee recognizes the need to cooperate with potential cogenerators. The Licensee shall provide, on a timely basis, the relevant information required for interconnection with the Licensee's system by any person that desires to develop a Qualifying Facility related to its business in Chicago.

#### 4.2

In order to increase cogeneration opportunities for the Licensee's current Rate 6 customers and reduce the current level of standby rates for such customers, the Licensee shall seek I.C.C. approval of a separate, reduced monthly customer charge for those Rate 6 customers who require only standby service and to whom the Licensee's Rate 18 is applicable.

## *Section 5.*

### *Residential Bills.*

#### 5.1 Residential Bills.

The Licensee, in cooperation with the City, shall conduct a cost-of-service study to re-examine the potential for cost-justified reallocation of the recovery-of-revenue requirements within the Licensee's residential customer class. Among the issues to be re-examined in such cost-of-service study shall be the appropriate level for the monthly customer charge and the appropriate cost-of-service methodology. Upon completion of the cost-of-service study the Licensee shall provide a copy of the study to the City. If the Licensee determines that lower rates for low-use and moderate-use

residential customers are cost-justified within the residential customer class, the Licensee shall file any rate changes so justified with the I.C.C. at the first time after the Effective Date that the Licensee's residential rate structure is before the I.C.C. The Licensee shall use its best efforts to support such filings with appropriate testimony before the I.C.C. The City and the Licensee agree that the sole purpose of actions taken pursuant to this Section 5 is to appropriately allocate costs within the residential customer class.

In Witness Whereof, The City and the Licensee have caused this Compact to be signed this \_\_\_\_ day of \_\_\_\_\_, 1991.

The City of Chicago

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

Commonwealth Edison Company,  
an Illinois corporation

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

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

Schedules 1 through 5 attached to this Supplemental Agreement read as follows:

*Schedule 1.*

345-kV Reinforcement Projects	Projected Service Date
Burnham-Taylor (2-345kV circuits, 2-345/138kV transformers)	1994
Fisk-Crawford (2-345kV, 2-138kV circuits, initially operating at 138kV)	1993
McCook (Add 3rd-345/138kV transformer)	1994
Bedford Park-Crawford/Fisk (2-345kV circuits, 2-138kV transformers)	1993
McCook (Add 4th-345/138kV transformer)	1995
Burnham-Taylor (Increase circuit capacity)	1998
Fisk (2-345/138kV transformers)	1998
Fisk-Taylor (2-345kV circuits)	1998
Skokie-Northwest (2-345kV circuits, 2-345/138kV transformers)	2000
Northwest-West Loop-Fisk (2-345kV circuits, 2-345/138kV transformers)	2005
Crawford-Fisk (2-345kV, 3rd and 4th circuits)	2005
Elmhurst-Northwest (2-345kV circuits)	2010

345-kV Reinforcement Projects	Projected Service Date
Taylor (Add 2-345/138kV transformers)	2010
West Loop (Add 2-345/138kV transformers)	2012

*Schedule 2.*

138kV Reinforcement Projects	Projected Service Date
Fisk-Taylor (2-138kV lines via State T.D.C.)	1994
Fisk-Taylor (2-138kV lines via McCormick)	1996
Fisk-West Loop (2-138kV lines)	1998
West Loop-Northwest (2-138kV lines)	2000

*Schedule 3.*

Project	Projected Service Date
Ontario T.D.C. (Add 4th 50MVA transformer)	1992
Ridgeland-Crawford (Upgrade 69kV supply lines, 138kV construction)	1992
Crawford Station Switchhouse Number 3 (4-50MVA transformers)	1992

Project	Projected Service Date
Quarry T.S.S. (Convert supply from 69kV to 138kV)	1994
Ridgeland (Add 3rd 200MVA 138/69kV transformer)	1993
Crawford Unit 7 (Convert output from 69kV to 138kV)	1993
Clybourn T.S.S. (Add 4th 50MVA transformer)	1993
LaSalle T.S.S. (Convert supply from 69kV to 138kV)	1993
Fisk Unit 19 (Convert output from 69kV to 138kV)	1994
State T.D.C. (4-50MVA transformers)	1994
Medical Center T.D.C. (Add 4th 50MVA transformer)	1994
University T.S.S. (Add 3rd 50MVA transformer)	1994
Vernon Park T.S.S. (Convert supply from 69kV to 138kV)	1995
McCormick Place T.D.C. (4-50MVA transformers)	1996
East Lake T.D.C. (4-50MVA transformers)	1996
Austin T.D.C. (4-50MVA transformers) (Retire Columbus Park)	1998
North Bank T.D.C. (4-50MVA transformers) (Retire Kingsbury)	1999
Clinton T.D.C. (4-50MVA transformers)	1999

Project	Projected Service Date
Lakefront T.D.C. (4-50MVA transformers)	2000
Lake Calumet T.D.C. (4-50MVA transformers) (Retire Roseland)	2000
Graceland T.D.C. (4-50MVA transformers)	2000
Lakeview T.S.S. 35 (Convert supply from 69kV to 138kV)	2000
Ridgeland-Natoma (Install 2nd 138kV circuit)	2002

*Schedule 4.*

Project	Projected Service Date
Ontario T.D.C. (Add 4th 50MVA transformer)	1992
Quarry T.S.S. (Convert supply from 69kV to 138kV)	1994
LaSalle T.S.S. (Convert supply from 69kV to 138kV)	1993
State T.D.C. (4-50MVA transformers)	1994
Vernon Park T.S.S. (Convert supply from 69kV to 138kV)	1995
East Lake T.D.C. (4-50MVA transformers)	1996

*Schedule 5.*

*Electricity For The Cities And Villages Listed On  
Sheet Numbers 4, 5, 6, 7 And 8  
And The Unincorporated  
Contiguous Territory.*

Commonwealth  
Edison Company

ILL. C. C. No. 4  
9th Revised Sheet No. 56  
(Canceling 8th Revised  
Sheet No. 56)

**Terms And Conditions.**

**Equipment Furnished And Maintained By Customer.**

All wiring and other electrical equipment on the premises, or connecting the premises with the Company's service, furnished by the Customer, should be suitable for the purposes hereof, and should be installed and maintained by the Customer at all times in conformity with the requirements of the National Fire Protection Association and the properly constituted local authorities, and shall be installed and maintained in conformance with the specifications and requirements contained in the Company's "Information and Requirements for the Supply of Electric Service", as filed with the Illinois Commerce Commission and in effect from time to time.

**Municipal Permits And Inspection Fees.**

The Customer agrees to secure, without cost to the Company, all necessary municipal permits for the installation and operation of the electrical wiring and equipment on the premises.

**Landlord's Consent.**

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's lines, the Customer shall



obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all wiring and other electrical equipment required for supplying electricity to the Customer.

#### Continuous Service.

The Company shall not be responsible in damages for any failure to supply electricity, or for interruption, or reversal of the supply, if such failure, interruption, or reversal is without willful default or negligence on its part, nor for interruptions, by underfrequency relays or otherwise, to preserve the integrity of the Company's system or interconnected systems.

- \* The Customer will be entitled to a reduction in charges for service equal to the Monthly Customer Charge for any billing month in which service to the Customer is interrupted for a period of 12 consecutive hours or more due to any of the following conditions: (i) Company equipment malfunction not caused by weather; (ii) Commonwealth Edison employee or its contractor error; (iii) accident involving Commonwealth Edison employee or its contractor; (iv) damage to Company equipment caused by Commonwealth Edison employee or its contractor; or (v) overloaded Company distribution equipment not caused by Customer negligence. If the duration of any service interruption resulting from any of the causes referred to in items (i) through (v) is equal to or exceeds 24 consecutive hours, or if there is more than one such service interruption of 12 consecutive hours in a billing month, the Customer will be entitled to an additional reduction in charges equal to the Monthly Customer Charge for such billing month multiplied by the number of increments of 12 consecutive hours of interruption in excess of the first such 12 consecutive hours. In applying this provision to any outage in a billing month in which the Monthly Customer Charge changes, the Monthly Customer Charge in effect at the start of the outage in question shall be used.

#### Access To Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing, or removing the Company's meters or other property.

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Asterisk (\*) indicates change.

**Right Of Cut-Off.**

The Company shall have the right to discontinue its electric service to the Customer and to remove its property from the Customer's premises upon prior written notice given pursuant to the provisions of 83 Illinois Administrative Code Part 280 as in effect from time to time, and Section 8-202 of "The Public Utilities Act, as amended" when:

- (a) bills for electricity are in arrears, or the Customer fails to make or increase a deposit or make payment under the terms of a deferred payment agreement, or
- (b) the Customer fails to comply with a Commission ruling or with any terms and conditions of the Company on file with the Commission, or
- (c) the Company discovers evidence of tampering with any meter or the wiring leading from the Company's service connection to any meter with the effect of reducing the registration of the Customer's demand or energy use, unless the Customer pays to the Company, the following or any combination thereof at the Company's election after notice of same is received by the Customer and within the time permitted for discontinuance of service in Section 280.130 of such Code Part 280:
  - (1) the amount of any Company revenue loss attributable to said tampering (such amounts to be estimated in accordance with Section 410.260 of the 83 Illinois Administrative Code, Part 410, or, if Section 410.260 is not applicable, by means of historical or subsequent test data);
  - (2) Cash Deposit, the amount of which shall be determined in accordance with Section 280.70 of such Code Part 280, but requests for such deposits shall only be made in the event said Customer does not currently have on file with the Company a cash deposit in an appropriate amount;
  - (3) expenses incurred in replacing and/or repairing the meter and clerical expense incurred in the preparation of the bill.

The Company will not, however, require the current Customer to pay the Cash Deposit specified in (2) above or the expenses specified in (3) above when its investigation establishes that an unrelated predecessor customer performed the tampering or caused it to be performed.

Service disconnected hereunder shall be promptly reconnected upon the Customer fulfilling the obligations set forth herein. The Company's right to discontinue service hereunder is subject to the provisions of Section 280.160, Dispute Procedures, of such Code Part 280.

Whenever the Company disconnects service following an unauthorized restoration of service previously disconnected, the Customer must pay a reconnection charge of \$25.00 for each such occurrence in addition to any other amounts then payable before service will be restored by the Company.

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**PRESENCE OF VISITORS NOTED.**

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

United States Congressman Charles Hayes of the 1st Congressional District; and

Mr. Joel I. Ferguson, member of the Board of Trustees of Michigan State University.

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**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 eleventh (11th) day of December, 1991, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the fourteenth (14th) day of January, 1992, 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, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

*Nays* -- None.

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

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### 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 Tuesday, January 14, 1992, at 10:00 A.M., in the Council Chambers in City Hall.



WALTER S. KOZUBOWSKI,  
City Clerk.

