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COPY

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

Regular Meeting--Monday, October 2, 1995

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Haithcock, Shaw, Frias, Suarez.

Call To Order.

On Monday, October 2, 1995 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 39.

Quorum present.

Invocation.

Reverend Jo Ann Long, pastor of New Covenant Life Church, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MR. JOSEPH F. BOYLE, JR. AS COMMISSIONER OF DEPARTMENT OF PLANNING AND DEVELOPMENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Joseph F. Boyle, Jr., as Commissioner of Planning and Development.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. THOMAS R. WALKER AS COMMISSIONER OF DEPARTMENT OF TRANSPORTATION.

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

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Thomas R. Walker as Commissioner of Transportation.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL ON GAY AND LESBIAN ISSUES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on Gay and Lesbian Issues for terms indicated:

Term expiring July 1, 1996:

Priscilla Cabell, to succeed Nicole H. Hall, who has resigned; Robert P. Castillo, to succeed Ernest E. Hite, who has resigned; and Renae Ogletree, to succeed Elvie Jordan, who has resigned.

Term expiring July 1, 1997:

Joseph Mendoza, to succeed Michael R. Hodgson, who has resigned.

Term expiring July 1, 1998:

William W. Greaves, Ellen O'Donnell and Therese M. Quinn, all reappointed; Cynthia Hyndman, to succeed Fabiana C. Cardozo, whose term has expired; James B. Harvey, to succeed Scott Mendel, whose term has expired; Melissa Merry, to succeed Nettie F. Sabin, whose term has expired; and Connie Wilson, to succeed Stephanie Stephens, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF DARRYL L. DE PRIEST AS MEMBER OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Darryl L. DePriest as a member of the Board of Ethics for a term expiring July 31, 1999.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. JOSEPH A. CARI, JR. AND MR. GORDON MC CLENDON AS MEMBERS OF BOARD OF DIRECTORS OF CHICAGO PUBLIC LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Joseph A. Cari, Jr. and Gordon J. McClendon as members of the Board of Directors of the Chicago Public Library for terms expiring June 30, 1998.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. RALPH G. MOORE AND MR. TERRY E. NEWMAN AS MEMBERS OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

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 Education:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Ralph G. Moore and Terry E. Newman as members of the Board of Trustees of Community College District No. 508 for terms ending June 30, 1998.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. WALTER S. JOSLYN, JR. AND MR. KENNETH P. LAMBERT AS MEMBERS OF BOARD OF EXAMINERS OF MASON CONTRACTORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Board of Examiners of Mason Contractors for terms expiring April 30, 1996: Walter S. Joslyn, Jr., reappointed; and Kenneth P. Lambert, to succeed Donald W. McIntyre, deceased.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. DULCIE C. GILMORE AND MR. TED R. RATLIFF AS MEMBERS OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NUMBER 1).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the State Street Commission (Special Service Area Number 1) for terms expiring October 1, 1998: Dulcie C. Gilmore, reappointed; and Ted R. Ratliff, to succeed John F. Bruns, whose terms has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JEROME M. WOLF AND MS. SARAH J. TAYLOR AS MEMBERS OF 95TH STREET COMMISSION (SPECIAL SERVICE AREA NUMBER 4).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the 95th Street Commission (Special Service Area Number 4) for terms indicated:

Term expiring October 1, 1997:

Jerome M. Wolf, to succeed Vincent J. Sheridan, whose term has expired.

Term expiring October 1, 1998:

Sarah J. Taylor, to succeed Harold S. Himmel, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. RICHARD G. DOWD AND MR. WILLIAM G. KRUCHKO AS MEMBERS OF KEDZIE INDUSTRIAL TRACT COMMISSION (SPECIAL SERVICE AREA NUMBER 7).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Kedzie Industrial Tract Commission (Special Service Area Number 7) for terms expiring September 4, 1998:

Richard G. Dowd, reappointed; and William G. Kruchko, to succeed William L. Albrecht, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF GREATER ENGLEWOOD COMMISSION (SPECIAL SERVICE AREA NUMBER 11).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Greater Englewood Commission (Special Service Area Number 11) for terms expiring October 1, 1998:

Milton L. Fish, Jr., and Dallas H. Himm, reappointed; and Charles A. Davis.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF CENTRAL HYDE PARK COMMISSION (SPECIAL SERVICE AREA NUMBER 15).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Central Hyde Park Commission (Special Service Area Number 15) for the terms indicated:

Term expiring October 1, 1997:

Charles K. Newsome, Timothy G. Goodsell and Patricia L. Woodfolk.

Term expiring October 1, 1998:

Jonathan Keinbard, Patricia R. Lynn, Rose K. Nayer and Kenneth R. Sticken.

Term expiring October 1, 1999:

Joseph A. Clark, Joyce H. Feuer, Pamela D. Toler and Leroy W. Bannister, Jr..

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EVIDENCE OF INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS TO BENEFIT AMPERE AUTOMOTIVE CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance evidencing the intent of the City to issue Industrial Development Bonds in an amount not to exceed $4,000,000 for the benefit of Ampere Automotive Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF SINGLE-FAMILY MORTGAGE REVENUE BONDS TO PROVIDE ASSISTANCE TO FIRST TIME HOMEBUYERS AND HOMEBUYERS IN TARGET AREAS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of up to $50,000,000 in Single-Family Mortgage Revenue Bonds, the proceeds of which will provide assistance to first time homebuyers and homebuyers in target areas.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO PARKSIDE TERRACES LIMITED PARTNERSHIP FOR REHABILITATION OF RESIDENTIAL LOW-INCOME UNITS AT 128 -- 130 AND 143 NORTH PARKSIDE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan of $3,613,188 to the Parkside Terraces Limited Partnership for the rehabilitation of Parkside Terraces, a project located at 128 -- 130 and 143 North Parkside Avenue. The project will contain 62 residential units for low-income individuals.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION TO REIMBURSE CITY FOR STREET MAINTENANCE OF EXTENSIONS OR PARTS OF STATE HIGHWAY SYSTEM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Illinois Department of Transportation to reimburse the City of Chicago for costs incurred in maintaining streets used as extensions or parts of the state highway system.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF ENTERPRISE ZONE NUMBER 5 FOR BENEFIT OF DOMINICK'S FINER FOODS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expansion of Enterprise Zone No. 5 to include a proposed site at North Avenue and Cicero Avenue for the benefit of Dominick's Finer Foods, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF VARIOUS ORDINANCES ALLOCATING MOTOR FUEL TAX FUNDS TO 1982 -- 1986 BRIDGE MAINTENANCE PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending various ordinances allocating Motor Fuel Tax funds to 1982 -- 1986 bridge maintenance projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance increasing the allocation of Motor Fuel Tax funds from $9.1 Million to $10.1 Million.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1995 ANNUAL APPROPRIATION ORDINANCE TO APPROPRIATE CERTAIN MOTOR FUEL TAX FUNDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the Annual Appropriation Ordinance for 1995 to appropriate certain Motor Fuel Tax funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1995 ANNUAL APPROPRIATION ORDINANCE TO REFLECT ADDITIONAL MONIES FOR BILINGUAL/BICULTURAL DEMONSTRATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the 1995 Appropriation

Ordinance for Fund 925 -- Grant Funds to reflect an additional $100,000 awarded to the City's Department of Health for a Bilingual/Bicultural Demonstration Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR PAYMENT TO CHICAGO TRANSIT AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing payment of Three Million Dollars to the Chicago Transit Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF DISPOSITION PARCEL C-3 WITHIN MADISON-WESTERN REDEVELOPMENT AREA TO ARGO BANCORP, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Disposition Parcel C-3 in the Madison-Western Redevelopment Area to Argo Bancorp, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF PARCELS LR-32, LR-33 AND LR-34 WITHIN HYDE PARK-KENWOOD CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances approving the sale of Parcels LR-32, LR-33 and LR-34 in the Hyde Park-Kenwood Conservation Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF DISPOSITION PARCEL P-31 WITHIN HYDE PARK-KENWOOD CONSERVATION AREA TO K AND K DEVELOPMENT COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Disposition Parcel P-31 in the Hyde Park-Kenwood Conservation Area to K and K Development Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF DISPOSITION PARCEL R-11 WITHIN LINCOLN PARK CONSERVATION AREA TO IVAN AND LISA CARRASQUILLA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Disposition Parcel R-11 in the Lincoln Park Conservation Area to Ivan and Lisa Carrasquilla.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF DISPOSITION PARCEL R-47 WITHIN CENTRAL WEST REDEVELOPMENT AREA TO ARGO BANCORP, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Disposition Parcel R-47 in the Central West Redevelopment Area to Argo Bancorp, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF VARIOUS PROPERTIES FROM CHICAGO SCHOOL REFORM BOARD OF TRUSTEES TO PUBLIC BUILDING COMMISSION OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Chicago School Reform Board of Trustees, I transmit herewith an ordinance authorizing the conveyance of various properties from the Chicago School Reform Board of Trustees to the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT 2030 SOUTH WABASH AVENUE FROM RELIABLE TRUCK PARTS CO. TO CITY OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the conveyance by Reliable Truck Parts Co. to the City of Chicago of property located at 2030 South Wabash Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED PROPERTY AT VARIOUS LOCATIONS TO UPTOWN HABITAT FOR HUMANITY FOR CONSTRUCTION OF LOW-INCOME HOUSING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of seven City-owned parcels to Uptown Habitat for Humanity, for the construction of eight new units of low-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY RELATING TO DAMEN AVENUE VIADUCT IMPROVEMENT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing acquisition of property relating to the Damen Avenue Viaduct Improvement Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF LAND TO IMPROVE INTERSECTION OF WEST MEDILL AVENUE, NORTH ASHLAND AVENUE AND NORTH CLYBOURN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance authorizing the acquisition of land to improve the intersection at West Medill, North Ashland and North Clybourn Avenues.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 3234 WEST EVERGREEN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving acquisition by the City of property at 3234 West Evergreen Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ACCEPT DEDICATIONS OF CERTAIN PARCELS OF REAL ESTATE, ACQUIRE OTHER PARCELS AND EXECUTE CONSTRUCTION AGREEMENTS FOR LAKE SHORE DRIVE PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation and the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the Commissioner of Planning and Development to accept dedications of certain parcels of real estate, authorizing the Commissioner of Transportation to acquire other parcels, and authorizing the Commissioner of Transportation to execute construction agreements for the Lake Shore Drive Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- NOTIFICATION AS TO DESIGNATION OF MR. ROGER J. KILEY, JR. AS PROXY TO AFFIX SIGNATURE OF MAYOR TO VARIOUS CITY DOCUMENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication, which was *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 2, 1995.

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

LADIES AND GENTLEMEN -- Please take notice that I have selected and do hereby designate Roger J. Kiley, Jr. as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to any license, permit, contract, change order, ordinance, local improvement bond, deed, grant document or other written instrument required to be signed by the Mayor.

Appended hereto is a written signature of my name as it will appear on said written instruments as executed by Roger J. Kiley, Jr. and with the proxy's signature underneath, all as required by statute. This proxy was filed with the City Clerk on October 2, 1995.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

[Signature appended as stated]

Referred -- RESOLUTION RELATING TO CABLE FRANCHISE APPLICATION OF 21ST CENTURY TV, INC.

Ms. Joyce Gallagher submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution relating to the cable franchise application of 21st Century Cable TV, Inc..

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) JOYCE GALLAGHER,
Cable Administrator.

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

The Honorable James J. Laski, 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 -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF JANUARY, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of January, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 7597 through 7598 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER JANUARY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		JAN., 1995
Doll, Donald	830 So. Wenonah	Building	Fast Track	100	12.00	P/H	2,635.00
Elliot, Edward	3520 N. Lake Shore Dr.	Building	Fast Track	100	12.00	P/H	2,352.00
Glueck, Susan	480 N. McClurg	Building	Fast Track	100	12.00	P/H	780.00
Greenwald, Andrew	1050 W. Dickens	Building	Fast Track	100	12.00	P/H	2,316.00
Lockhart, Tammara	60 E. 36th Pl.	Building	Hearing Officer	100	12.00	P/H	2,556.00
Lusk, Lawrence	300 N. State	Building	Enforcement Bureau	100	22.00	P/H	3,971.00
McDermott, Ronald	3110 No. Sheridan Rd.	Building	Fast Track	100	12.00	P/H	1,062.00
Monderer, David	730 No. Wabash	Building	Enforcement Bureau	100	22.00	P/H	5,093.00
Rog, Kathlyne	1815 Quaker Hollow Ln.	Building	Fast Track	100	15.00	P/H	2,835.00
Taylor, Laurie	2550 N. Lake Shore	Building	Enforcement Bureau	100	22.00	P/H	4,719.00
Termini, Andrea	1612 N. Cleveland	Building	Fast Track	100	12.00	P/H	2,250.00
Zelek, Robert	6852 N. Northwest Hwy	Building	Enforcement Bureau	100	22.00	P/H	1,100.00
Cambria, Joseph	4141 W. 56th Pl.	Fire	Fireman	100	431.20	Settlmnt	431.20
Dwyer, Luke	9928 S. Hoyne	Fire	Fireman	100	394.95	Settlmnt	394.95
King, Anthony	532 E. 89th St.	Fire	Fireman	100	461.55	Settlmnt	461.55
Porter, Edward	10623 S. Lawndale	Fire	Fireman	100	521.80	Settlmnt	521.80
Accetura, Rocco J.	6053 S. Massasoit	Police	Policeman	100	4,993.60	Retired	4,993.60
Bradley, Anthony	8947 S. East End	Police	Policeman	100	831.18	Retired	831.18
Bransfield, James J.	6200 N. Knox	Police	Policeman	100	8,767.60	Retired	8,767.60
Britt, Lawrence	7921 S. Luella	Police	Policeman	100	4,886.05	Retired	4,886.05
Britt, Warren F.	2567 Parker James Ave.	Police	Policeman	100	14,227.63	Retired	14,227.63
Buckendahl, Clifford T.	10605 S. Christiana	Police	Policeman	100	445.93	Retired	445.93
Carrol, Michael	12831 S. Commercial	Police	Policeman	100	4,650.21	Retired	4,650.21
Davis, Charles	2851 S. King Dr.	Police	Policeman	100	669.37	Retired	669.37
Hankes, Erwin A.	1825 34th St.	Police	Policeman	100	785.36	Retired	785.36
Haskins, Brandon M.	6948 S. Crandon	Police	Policeman	100	756.63	Retired	756.63
Haynes, Clyde B.	4617 W. Erie	Police	Policeman	100	2,810.17	Retired	2,810.17
Hill, Deirdre J.	655 E. 84th St.	Police	Policeman	100	703.71	Retired	703.71
Hill, Robert R.	3433 N. Oriole	Police	Policeman	100	4,902.44	Retired	4,902.44
Hipp, Robert C.	4884 N. Mason	Police	Policeman	100	5,186.36	Retired	5,186.36
Hirst, Jimmy A.	7118 Barclay Apt. D	Police	Policeman	100	17,912.46	Retired	17,912.46
Ivery, Leonardo	1734 N. Tripp	Police	Policeman	100	2,888.14	Settlmnt	2,888.14
Juhas, James A.	6228 N. Moody	Police	Policeman	100	24,809.03	Retired	24,809.03
Krygowski, Tammi L.	3935 W. 104th St.	Police	Policeman	100	614.37	Settlmnt	614.37
Liszewski, Richard J.	6035 W. 64th St.	Police	Policeman	100	15,426.87	Retired	15,426.87
Martin, Bernard	10824 S. St. Louis	Police	Policeman	100	40,853.14	Retired	40,853.14
McMillian, Howard H.	6208 S. Park Shore East	Police	Policeman	100	6,116.47	Retired	6,116.47
Mitchell, Phillips	11539 S. LaSalle	Police	Policeman	100	2,103.13	Retired	2,103.13
Ratledge, Robert D.	2119 W. Summerdale	Police	Policeman	100	51,475.55	Retired	51,475.55
Rieck, Judith G.	4657 N. Lincoln	Police	Policeman	100	4,666.98	Retired	4,666.98

PERSONAL SERVICES PAID BY VOUCHER JANUARY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	JAN., 1995
Ruckrich, George	5849 W. Ainslie	Police	Policeman	100	22,220.43 Retired	22,220.43
Stawczyk, Michael	4500 W. 79th Pl.	Police	Policeman	100	407.89 Retired	407.89
Waitzman, Mary L.	11341 S. Lawndale	Police	Policeman	100	434.00 Retired	434.00
Handzel, Lance P.	5300 S. Mulligan	Police	Policeman	100	1,479.11 Retired	1,479.11
Kinsella, Joseph M.	5818 S. Rutherford	Police	Policeman	100	26,948.92 Retired	26,948.92
Carlson, Douglas	6700 N. Loron	Sts & San.	Eng. Serv.	100	36.00 P/H	10,296.00
Bridget, Joyce	9744 S. Hamilton	Sts & San.	Intern	100	7.32 P/H	475.00
Dituri, Robert	605 W. Madison	Sts & San.	Labor	100	26.00 P/H	494.00
Spada, Adriana M.	3708 W. Grand	Sts & San.	Labor	100	7.32 P/H	1,116.30
Vari, Kelly R.	317 W. 28th Pl	Sts & San.	Labor	100	7.32 P/H	1,753.14
Gates, William	2208 W. 111th St.	Police	Policeman	100	23,601.32 P/H	23,601.32
Sykes, Maurice	6746 S. Bennett	Police	Policeman	100	58,954.83 P/H	58,954.83
Chwalisz, Violet	3231 S. Aberdeen	Police	Policeman	100	2,056.20 P/H	2,056.20

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF FEBRUARY, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of February, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 7600 through 7602 of this Journal.]

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF MARCH, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of March, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 7603 through 7605 of this Journal.]

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF APRIL, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of April, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 7606 through 7610 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER FEBRUARY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	FEB., 1995
Doll, Donald	830 So. Wenonah	Building	Fast Track	100	12.00 P/H	1,608.00
Elliot, Edward	3520 N. Lake Shore	Building	Fast Track	100	12.00 P/H	1,272.00
Greenwald, Andrew	1050 W. Dickens	Building	Fast Track	100	12.00 P/H	696.00
Lockhart, Tammara	60 E. 36th Pl.	Building	Hearing Officer	100	12.00 P/H	1,512.00
Lusk, Lawrence	300 N. State	Building	Enforcement Bureau	100	22.00 P/H	2,365.00
McDermott, Ronald J.	3110 No. Sheridan Rd.	Building	Fast Track	100	12.00 P/H	1,134.00
Monderer, David	730 No. Wabash	Building	Enforcement Bureau	100	22.00 P/H	3,168.00
Taylor, Laurie	2550 N. Lake Shore	Building	Enforcement Bureau	100	22.00 P/H	3,234.00
Termini, Andrea	1612 N. Cleveland	Building	Fast Track	100	12.00 P/H	1,572.00
Zelek, Robert	6852 N. Northwest Hwy	Building	Enforcement Bureau	100	22.00 P/H	396.00
Blaszynski, John	6029 N. St. Louis	Fire	Fireman	100	460.23 Settlmnt	460.23
Boyle, William	11001 S. Millard	Fire	Fireman	100	102.25 Settlmnt	102.25
Branningan, Kevin	10942 S. Central Pk.	Fire	Fireman	100	407.72 Settlmnt	407.72
Breitfuss, Thomas	7802 W. Victoria	Fire	Fireman	100	971.12 Settlmnt	971.12
Cecich, Michael	8195 S. Tripp	Fire	Fireman	100	156.16 Settlmnt	156.16
Ciapas, Victor	8600 S. Tripp	Fire	Fireman	100	150.81 Settlmnt	150.81
Cnota, Fred	3300 N. Oak Pk.	Fire	Fireman	100	252.33 Settlmnt	252.33
Deldotto, Larry	5700 N. Oketo	Fire	Fireman	100	220.79 Settlmnt	220.79
Doucet, Allen	6344 S. Knot	Fire	Fireman	100	97.16 Settlmnt	97.16
Drozd, Kevin	7124 S. 64th Pl.	Fire	Fireman	100	121.31 Settlmnt	121.31
Enhelder, Paul	6441 N. Bell	Fire	Fireman	100	252.63 Settlmnt	252.63
Frain, William	3523 W. 75th Pl.	Fire	Fireman	100	2,717.98 Settlmnt	2,717.98
Gabriel, Leon	3610 W. 69th St.	Fire	Fireman	100	126.16 Settlmnt	126.16
Ganser, Keith	11438 S. Fairfield	Fire	Fireman	100	752.81 Settlmnt	752.81
Gill, Nancy	2759 E. 130th St.	Fire	Fireman	100	126.16 Settlmnt	126.16
Gleason, Leo	2727 W. 111th St.	Fire	Fireman	100	3,341.06 Settlmnt	3,341.06
Godsel, Michael	2875 W. 85th Pl.	Fire	Fireman	100	2,612.91 Settlmnt	2,612.91
Hill, Michael	10317 S. Longwood	Fire	Fireman	100	335.26 Settlmnt	335.26
Howard, Raymond	6133 N. Northwest	Fire	Fireman	100	964.68 Settlmnt	964.68
Karl, John	11453 S. Homan	Fire	Fireman	100	307.59 Settlmnt	307.59
Kleinick, William	6922 S. Kedvale	Fire	Fireman	100	721.79 Settlmnt	721.79
Kelly, Edward	515 W. 40th Pl.	Fire	Fireman	100	381.18 Settlmnt	381.18
Sknott, Steven	10901 S. California	Fire	Fireman	100	116.65 Settlmnt	116.65
Kravitz, Howard	6236 W. Eddy	Fire	Fireman	100	923.31 Settlmnt	923.31
McGrath, Michael	1621 W. 105th Pl.	Fire	Fireman	100	225.17 Settlmnt	225.17
McSweeney, James	10443 S. Drake	Fire	Fireman	100	130.12 Settlmnt	130.12
O'boyle, James	7721 W. Columbia	Fire	Fireman	100	197.03 Settlmnt	197.03
Pavlick, Joseph	6110 S. Mason	Fire	Fireman	100	126.16 Settlmnt	126.16
Redmond, Dwayne	1724 N. Meade	Fire	Fireman	100	134.76 Settlmnt	134.76
Rinaldi, Julie	6419 N. Navajo	Fire	Fireman	100	168.88 Settlmnt	168.88

PERSONAL SERVICES PAID BY VOUCHER FEBRUARY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		FEB., 1995
Robinson, Ronald	1619 S. Laflin	Fire	Fireman	100	241.17	Settlmnt	241.17
Rogers, Simeon	9540 S. Winchester	Fire	Fireman	100	1,975.30	Settlmnt	1,975.30
Schumann, Richard	6007 N. Mason	Fire	Fireman	100	791.98	Settlmnt	791.98
Scott, Stanley	3940 W. 101st St.	Fire	Fireman	100	225.17	Settlmnt	225.17
Teal, Eric	1239 W. Greenleaf	Fire	Fireman	100	187.57	Settlmnt	187.57
Valenta, August	4300 W. Ford City	Fire	Fireman	100	147.88	Settlmnt	147.88
Walsh, Donald	5245 W. Ardmore Ave.	Fire	Fireman	100	200.53	Settlmnt	200.53
Welsh, William	3320 W. 115th St.	Fire	Fireman	100	646.22	Settlmnt	646.22
White, James	2941 S. Michigan	Fire	Fireman	100	213.46	Settlmnt	213.46
Whittington, Jeffrey	11408 S. Champlain	Fire	Fireman	100	225.17	Retired	225.17
Accevedo, Marie	6027 N. Newburg	Police	Policeman	100	4,920.52	Retired	4,920.52
Altman, Edward G.	5013 S. Rockwell	Police	Policeman	100	1,641.02	Retired	1,641.02
Ardell, Harold	6781 N. Keota	Police	Policeman	100	9,339.12	Retired	9,339.12
Ballard, Linda B.	3848 W. 56th Pl.	Police	Policewoman	100	296.73	Retired	296.73
Behnke, Raymond	7252 W. Platt	Police	Policeman	100	11,278.81	Retired	11,278.81
Berry, Lawrence	3024 S. Poplar	Police	Policeman	100	1,642.18	Retired	1,642.18
Bew, Sheila R.	10 E. Ontario	Police	Policeman	100	1,836.82	Retired	1,836.82
Brown, Walter	2236 W. 81st St.	Police	Policeman	100	17,902.26	Retired	17,902.26
Cameron, Jake B. Jr.	12638 S. Yates	Police	Policeman	100	22,854.83	Retired	22,854.83
Carson, Milton K.	1811 S. Millard	Police	Policeman	100	46,262.63	Retired	46,262.63
Clark, Gary	7134 W. 63th Pl.	Police	Policeman	100	20,954.40	Retired	20,954.40
Davy, Earl E.	3108 E. 130th St.	Police	Policeman	100	11,407.99	Retired	11,407.99
Deboer, Dennis	8503 W. Catherine	Police	Policeman	100	4,556.89	Settlmnt	4,556.89
Dienethal, Phillip	812 Greenhouse Patio	Police	Policeman	100	11,856.73	Retired	11,856.73
Dillon, Cornelius	5429 N. Central	Police	Policeman	100	9,855.61	Retired	9,855.61
Durso, Ralph	6555 W. Belmont	Police	Policeman	100	8,736.99	Retired	8,736.99
Eason, Robert L. III	4828 W. Altgeld	Police	Policeman	100	810.30	Retired	810.30
Edwards, Charles N.	3932 S. Wentworth	Police	Policeman	100	9,930.30	Retired	9,930.30
Flores, Joseph	5140 S. Menard	Police	Policeman	100	3,462.06	Retired	3,462.06
Gohrsch, Leopod W.	805 S. Madison	Police	Policeman	100	14,706.31	Retired	14,706.31
Gosa, Edgar L.	10859 S. Peoria	Police	Policeman	100	4,830.65	Retired	4,830.65
Graham, George A.	5348 N. Oseola	Police	Policeman	100	58,766.06	Retired	58,766.06
Greenlee, Andren J.	4732 S. Kenwood	Police	Policeman	100	25,672.73	Retired	25,672.73
Grous, Frederick W.	10927 S. Oakley	Police	Policeman	100	24,388.78	Retired	24,388.78
Hayes, Alonzo L.	7930 S. Yates	Police	Policeman	100	17,320.59	Retired	17,320.59
Heraty, Hubert	6010 N. Louise	Police	Policeman	100	99,091.51	Retired	99,091.51
Hill, Courtney E.	501 E. 32nd St.	Police	Policeman	100	1,409.40	Retired	1,409.40
Holmes, Uradell	9910 S. Calumet	Police	Policeman	100	22,250.41	Retired	22,250.41
Ivery, Leonardo	1734 N. Tripp	Police	Policeman	100	585.00	Retired	585.00
Jones, Robert M.	10529 S. Forest	Police	Policeman	100	72,517.56	Retired	72,517.56

PERSONAL SERVICES PAID BY VOUCHER FEBRUARY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	FEB., 1995
Klein, Donald T.	3417 W. 83rd Pl.	Police	Policeman	100	55,096.10 Retired	55,096.10
Lebak, Robert A.	3941 W. 59th St.	Police	Policeman	100	1,786.46 Retired	1,786.46
Marczak, Chester J.	5920 S. Nashville	Police	Policeman	100	71,688.21 Retired	71,688.21
Matural, James	3153 W. 85th St.	Police	Policeman	100	19,753.57 Retired	19,753.57
McCarl, Carlton M.	7555 S. Clyde	Police	Policeman	100	40,336.34 Retired	40,336.34
Michalik, Jerome E.	4900 N. McVicker	Police	Policeman	100	13,970.66 Retired	13,970.66
Moskal, Paul R.	7913 W. 157th St.	Police	Policeman	100	2,555.22 Retired	2,555.22
Murphy, Robert R.	10434 S. Whipple	Police	Policeman	100	27,483.23 Retired	27,483.23
Negron, Janet L.	1108 S. May	Police	Policeman	100	1,047.30 Retired	1,047.30
Olivieri, Felix A.	2865 W. Leland	Police	Policeman	100	805.14 Retired	805.14
Owen, George E.	3707 W. Marquette	Police	Policeman	100	193.21 Retired	193.21
Pietrzak, Paul G.	10718 S. Avenue E	Police	Policeman	100	11,959.02 Retired	11,959.02
Pikowski, Ronald	5806 S. Archer	Police	Policeman	100	720.13 Retired	720.13
Pomorski, Thomas L.	10639 S. Talman	Police	Policeman	100	8,238.22 Retired	8,238.22
Pruitt, L. A.	1054 N. Menard	Police	Policeman	100	17,253.81 Retired	17,253.81
Reed, John W.	8449 S. Saginaw	Police	Policeman	100	3,547.63 Retired	3,547.63
Reines, Edward J.	5344 N. Luna	Police	Policeman	100	6,258.13 Retired	6,258.13
Rieger, Nicholas C.	4850 W. Patterson	Police	Policeman	100	31,381.17 Retired	31,381.17
Riordan, Bernard A.	10928 S. Ewing	Police	Policeman	100	10,252.38 Retired	10,252.38
Robinson, James T.	529 W. 128th St.	Police	Policeman	100	31,847.37 Retired	31,847.37
Rooney, William	6135 N. Karlov	Police	Policeman	100	53,732.78 Retired	53,732.78
Ross, William W.	11624 S. Campbell	Police	Policeman	100	60,810.80 Retired	60,810.80
Rutherford, Charlen N.	7936 S. Clyde	Police	Policeman	100	5,410.41 Retired	5,410.41
Schneider, Richard	18706 S. Creekview	Police	Policeman	100	9,777.26 Retired	9,777.26
Schwartz, James	300 N. State	Police	Policeman	100	4,297.94 Retired	4,297.94
Sigler, Henry J.	10827 S. California	Police	Policeman	100	25,091.61 Retired	25,091.61
Smiley, Richard	2901 W. 86th St.	Police	Policeman	100	40,737.74 Retired	40,737.74
Smith, Franklin	10929 S. Green	Police	Policeman	100	2,281.15 Retired	2,281.15
Spataro, George L.	5700 W. 57th St.	Police	Policeman	100	5,662.38 Retired	5,662.38
Swick, Daniel E.	10600 S. Spaulding	Police	Policeman	100	7,895.74 Retired	7,895.74
Sykes, Maurice L.	6746 S. Bennett	Police	Policeman	100	1,850.24 Retired	1,850.24
Tylor, Andrew	5424 S. Damen	Police	Policeman	100	72.54 Retired	72.54
Vehe, Thomas	4144 W. Crestline	Police	Policeman	100	13,258.31 Retired	13,258.31
Walsh, John	10756 S. Hale	Police	Policeman	100	170.53 Retired	170.53
Williams, Issac	8545 S. Sacramento	Police	Policeman	100	63,914.17 Retired	63,914.17
Wronkiewicz, Ronald	5010 E. Cheyenne	Police	Policeman	100	18,919.12 Retired	18,919.12
Howard, Terrence	2219 W. Greenleaf	Sts & San.	Consultant	100	28.00 P/H	23,520.00
Spada, Adriana M.	3708 W. Grand	Sts & San.	Labor	100	7.32 P/H	673.44
Vari, Kelly R.	317 W. 28th Pl	Sts & San.	Labor	100	7.32 P/H	1,218.78

PERSONAL SERVICES PAID BY VOUCHER MARCH, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		MAR., 1995
Doll, Donald	830 So. Wenonah	Building	Fast Track	100	12.00	P/H	1,908.00
Elliot, Edward B.	3520 N. Lake Shore	Building	Fast Track	100	12.00	P/H	1,572.00
La Breque, Michael J.	3167 N. Orchard	Building	Fast Track	100	12.00	P/H	840.00
Lockhart, Tammara	60 E. 36th Pl.	Building	Hearing Officer	100	12.00	P/H	1,962.00
Lusk, Lawrence	300 N. State	Building	Enforcement Bureau	100	22.00	P/H	2,926.00
McDermott, Ronald J.	3110 No. Sheridan Rd.	Building	Fast Track	100	12.00	P/H	1,500.00
Monderer, David	730 No. Wabash	Building	Enforcement Bureau	100	22.00	P/H	2,926.00
Primes, Rhondalyn D.	1347 N. Dearborn Pkwy	Building	Fast Track	100	846.00	P/H	846.00
Taylor, Laurie	2550 N. Lake Shore	Building	Fast Track	100	22.00	P/H	3,641.00
Termini, Andrea	1612 N. Cleveland	Building	Fast Track	100	12.00	P/H	1,872.00
Zelek, Robert	6852 N. Northwest Hwy	Building	Fast Track	100	22.00	P/H	869.00
Belluomini, James	2620 N. New England	Fire	Fireman	100	1,071.39	Settlmnt	1,071.39
Boatner, Obley	7435 S. Harding	Fire	Fireman	100	250.91	Settlmnt	250.91
Brosius, John	11337 S. Central Pk. Ave.	Fire	Fireman	100	1,213.25	Settlmnt	1,213.25
Burger, Arthur	4136 W. 87th St.	Fire	Fireman	100	1,057.55	Settlmnt	1,057.55
Considine, Jerry	3026 S. Poplar	Fire	Fireman	100	12,387.96	Settlmnt	12,387.96
Coyne, Michael	4940 W. 163rd St.	Fire	Fireman	100	223.00	Settlmnt	223.00
Deacy, James	10510 S. Maplewood	Fire	Fireman	100	1,302.00	Settlmnt	1,302.00
Delorenzo, Joseph	5723 S. Kolmar Ave.	Fire	Fireman	100	12,387.96	Settlmnt	12,387.96
Doelker, Raymond	2837 N. Natchez	Fire	Fireman	100	11,285.77	Settlmnt	11,285.77
Durpetti, Adolfo	1901 N. Newcastle	Fire	Fireman	100	977.75	Settlmnt	977.75
Fah, Peter	2021 W. Eastwood	Fire	Fireman	100	1,180.91	Settlmnt	1,180.91
Gajdosik, Daniel	6035 W. 63rd St.	Fire	Fireman	100	1,460.91	Settlmnt	1,460.91
Glatz, Fredrick	9756 Cambridge	Fire	Fireman	100	1,107.02	Settlmnt	1,107.02
Gleason, Leo	2727 W. 111th St.	Fire	Fireman	100	12,387.96	Settlmnt	12,387.96
Haus, Richard	11124 S. Spaulding	Fire	Fireman	100	1,298.36	Settlmnt	1,298.36
Jennings, James	3636 W. 109th St.	Fire	Fireman	100	12,691.22	Settlmnt	12,691.22
Kavanaugh, John	11122 Avenue J	Fire	Fireman	100	754.86	Settlmnt	754.86
Maher, Thomas	10514 S. Springfield	Fire	Fireman	100	971.41	Settlmnt	971.41
Mard, Marie	8447 W. Bryn Mawr	Fire	Fireman	100	163.50	Settlmnt	163.50
McCafferty, Martin	402 Wolfferty Marti	Fire	Fireman	100	1,208.94	Settlmnt	1,208.94
McGowan, Daniel	10512 Lynn Drive	Fire	Fireman	100	1,614.42	Settlmnt	1,614.42
Nutter, Harly	8149 S. Homan Ave.	Fire	Fireman	100	1,352.55	Settlmnt	1,352.55
Patzin, Thomas	6143 W. 64th St.	Fire	Fireman	100	15,466.47	Settlmnt	15,466.47
Paul, Ernest	10528 Lynn Dr.	Fire	Fireman	100	734.75	Settlmnt	734.75
Potoczek, Stanley	4949 W. Drummond	Fire	Fireman	100	835.90	Settlmnt	835.90
Thompson, Arthur	5005 W. Woltram St.	Fire	Fireman	100	7,698.15	Settlmnt	7,698.15
Thompson, Wesley	7566 S. Hamilton Ave.	Fire	Fireman	100	1,394.66	Settlmnt	1,394.66
Tully, John	6229 N. Lowell Ave.	Fire	Fireman	100	245.69	Settlmnt	245.69
Wall, John	5916 N. Talman	Fire	Fireman	100	12,756.59	Settlmnt	12,756.59

PERSONAL SERVICES PAID BY VOUCHER MARCH, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		MAR., 1995
Washington, Lester	5038 W. West End	Fire	Fireman	100	455.00	Settlmnt	455.00
Wolf, Otto	4505 N. Manor Ave.	Fire	Fireman	100	305.85	Settlmnt	305.85
Angara, Ponciano	30 N. LaSalle St.	Law	Labor	100	15,599.68	Settlmnt	15,599.68
Albanese, Petter M.	7330 N. Olcott	Police	Policeman	100	11,195.06	Retired	11,195.06
Anderson, Gene Rd	5415 N. Sheridan Rd.	Police	Policeman	100	11,081.00	Retired	11,081.00
Baletto, Hugh G.	6129 S. Parkside	Police	Policeman	100	7,330.51	Retired	7,330.51
Barcena, Duane V.	1121 S. State St.	Police	Policeman	100	16,951.58	Settlmnt	16,951.58
Barlow, Robert	2056 W. 82nd Pl.	Police	Policeman	100	6,141.50	Retired	6,141.50
Barry, Anthony J.	5946 S. Kilbourn	Police	Policeman	100	1,108.53	Retired	1,108.53
Bebarski, Nancy A.	6037 N. Menard	Police	Policeman	100	6,442.05	Retired	6,442.05
Branick, Gerald	4501 N. Kilbourn	Police	Policeman	100	1,230.79	Retired	1,230.79
Brooks, Jessie	7253 S. Yale	Police	Policeman	100	136.78	Retired	136.78
Cain, Donald J.	6600 N. Lightfoot	Police	Policeman	100	63,723.80	Retired	63,723.80
Campbell, James Edward	2227 W. Foster	Police	Policeman	100	887.10	Retired	887.10
Carey, George M.	3642 W. 113th Pl.	Police	Policeman	100	4,715.14	Retired	4,715.14
Centnarovicz, Donald E.	6499 N. Newark	Police	Policeman	100	27,909.17	Retired	27,909.17
Collins, Dennis F.	6554 S. Kostner	Police	Policeman	100	19,923.93	Retired	19,923.93
Conley, Charles Gus	9551 S. Michigan	Police	Policeman	100	1,359.86	Retired	1,359.86
Crosby, Irvin E. Jr.	2901 S. Michigan	Police	Policeman	100	458.21	Retired	458.21
Daly, William M.	10715 Michigan Dr.	Police	Policeman	100	31,378.06	Retired	31,378.06
Davis, Raymond C.	9771 S. Oglesby	Police	Policeman	100	496.61	Retired	496.61
Davis, Ronnie	6210 S. King Dr.	Police	Policeman	100	3,242.40	Retired	3,242.40
Delgado, Hipolito	1935 W. Bradley	Police	Policeman	100	4,026.90	Retired	4,026.90
Ehrman, Richard B.	6502 S. Troy	Police	Policeman	100	322.12	Retired	322.12
Ellam, Robert T.	5629 S. Melvira	Police	Policeman	100	52,450.79	Retired	52,450.79
Ervin, Eugene	821 E. 100th St.	Police	Policeman	100	858.75	Retired	858.75
Fiore, Frank A.	7506 N. Overhill	Police	Policeman	100	408.65	Retired	408.65
Ganzer, Ronald G.	1145 Lake Shore Dr. N.	Police	Policeman	100	10,804.52	Retired	10,804.52
Garcia, Ronald G.	3714 N. Odell	Police	Policeman	100	26,972.37	Retired	26,972.37
Glasbrenner, Frank	6825 W. Raven	Police	Policeman	100	20,238.84	Retired	20,238.84
Gonzalez, Mauricio	1655 W. 21st Pl.	Police	Policeman	100	694.00	Retired	694.00
Gordon, Cornelius	11530 S. Elizabeth	Police	Policeman	100	22,259.33	Retired	22,259.33
Griegel, Michigan J.	10418 S. Avers	Police	Policeman	100	31,744.12	Retired	31,744.12
Gruzalski, Kenneth J.	6215 N. Lowel	Police	Policeman	100	306.30	Retired	306.30
Harris, William F.	11358 S. Carpenter	Police	Policeman	100	3,270.00	Retired	3,270.00
Johnson, lee Jr.	Rt. 2 Box 86A	Police	Policeman	100	499.42	Retired	499.42
Jones, Curtis	40 E. 9th St.	Police	Policeman	100	6,238.50	Retired	6,238.50
Kennedy, Patrick A.	8553 W. Winona	Police	Policeman	100	13,780.38	Retired	13,780.38
King, Neshell D.	6222 S. Claremont	Police	Policeman	100	502.38	Retired	502.38
Kinsella, Thomas P.	3437 W. 114th St.	Police	Policeman	100	35,426.21	Retired	35,426.21

PERSONAL SERVICES PAID BY VOUCHER MARCH, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	MAR., 1995
Lamb, John J.	5752 S. Kolmar	Police	Policeman	100	29,809.97 Retired	29,809.97
Lamb, Robert E.	7745 S. Tripp	Police	Policeman	100	8,357.75 Retired	8,357.75
Lameka, Frank P. Jr	12499 Placid NE	Police	Policeman	100	16,315.95 Retired	16,315.95
La Pierre, Martin E.	6200 S. Narraganset	Police	Policeman	100	18,344.09 Retired	18,344.09
Lopez, James	4527 S. Laflin	Police	Policeman	100	2,012.49 Retired	2,012.49
Mahon, James	4420 N. Kostner	Police	Policeman	100	457.87 Retired	457.87
Marcantonio, John R.	2343 N. Moody	Police	Policeman	100	4,335.04 Retired	4,335.04
Masnjak, Donald M.	5163 W. 63rd Pl.	Police	Policeman	100	31,449.23 Retired	31,449.23
Martin, Thomas P.	6935 W. 64th Pl.	Police	Policeman	100	143,005.96 Retired	143,005.96
McCarthy, Thomas A.	3800 W. 69th Pl.	Police	Policeman	100	38,987.63 Retired	38,987.63
Mickleborough, James M.	5342 N. California	Police	Policeman	100	487.29 Retired	487.29
Mooney, Bernard	4959 S. Kildare	Police	Policeman	100	2,667.00 Retired	2,667.00
Morton, Arthur C. III	8326 S. Sancamon	Police	Policeman	100	4,953.02 Retired	4,953.02
Murphy, Michael A.	3329 W. Eastwood	Police	Policeman	100	1,965.78 Retired	1,965.78
Olson, Gary M.	4335 W. 63rd St.	Police	Policeman	100	424.50 Retired	424.50
Papastratokos, Frank	4922 W. Winnemac	Police	Policeman	100	166.98 Retired	166.98
Parker, Willis L.	8854 S. Dante	Police	Policeman	100	553.63 Retired	553.63
Partillo, Anthony	3812 W. 47th St.	Police	Policeman	100	5,709.63 Retired	5,709.63
Posey, Charles E.	3001 S. Michigan	Police	Policeman	100	9,012.33 Retired	9,012.33
Shafer, Charles A.	3789 Oakwood Circle	Police	Policeman	100	3,899.47 Retired	3,899.47
Skrezyna, Daniel S.	5206 S. Lorel	Police	Policeman	100	13,048.36 Retired	13,048.36
Smith, Norman E.	6624 S. Michigan	Police	Policeman	100	6,296.16 Retired	6,296.16
Smitka, Robert	3641 N. Newcastle	Police	Policeman	100	4,502.85 Retired	4,502.85
Sykes, Maurice	6746 S. Bennett	Police	Policeman	100	8,409.74 Retired	8,409.74
Taylor, Andrew	5424 S. Damen	Police	Policeman	100	72.54 Retired	72.54
Topczewski, Ronald C.	4521 N. Mullican	Police	Policeman	100	10,296.36 Retired	10,296.36
Towbridge, Charliemae	315 W. 117th St.	Police	Policeman	100	2,659.55 Retired	2,659.55
Warren, Gayles L.	8232 S. Drexel	Sts & San.	Labor	100	5.50 P/H	598.94
Spada, Adriana	3708 W. Grand	Sts & San.	Labor	100	7.32 P/H	380.64
Vari, Kelly R.	317 W. 28th Pl	Sts & San.	Labor	100	7.32 P/H	1,255.38
Conway, Patricia	10633 S. Hamilton Ave.	Fire	Fireman	100	843.99 Settlmnt	843.99
Sherman, Michael	6913 W. 64th St.	Fire	Fireman	100	10,447.41 Settlmnt	10,447.41

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	APR., 1995
Fishman, Leonard	6530 N. Oliphant	Building	Labor	100	54,055.00 Settlmnt	54,055.00
Abfall, Charles	3936 N. Troy	Fire	Fireman	100	697.19 Settlmnt	697.19
Beauregard, Dennis	5224 S. Maplewood	Fire	Fireman	100	676.45 Settlmnt	676.45
Billish, Earl	2706 W. 86th St.	Fire	Fireman	100	927.77 Settlmnt	927.77
Biggane, John	9741 S. Damen Ave.	Fire	Fireman	100	8,124.04 Settlmnt	8,124.04
Boehm, Ronald	608 Gavin St.	Fire	Fireman	100	279.85 Settlmnt	279.85
Boyd, Francis	5225 W. Eddy	Fire	Fireman	100	381.70 Settlmnt	381.70
Brigando, James	4130 N. 25th Ave.	Fire	Fireman	100	265.90 Settlmnt	265.90
Broadnax, Dudley	604 Underwood St. NW	Fire	Fireman	100	301.48 Settlmnt	301.48
Brown, Roberto	9201 S. Hamilton	Fire	Fireman	100	365.00 Settlmnt	365.00
Bryla, Donald	10613 S. Kedzie Ave.	Fire	Fireman	100	165.93 Settlmnt	165.93
Bugai-Moeller, Debra	6200 W. Bernice Ave.	Fire	Fireman	100	6.38 Settlmnt	6.38
Burns, Michael	10647 S. Artesian Ave.	Fire	Fireman	100	249.44 Settlmnt	249.44
Carbone, Michael	7338 N. Oconto Ave.	Fire	Fireman	100	289.31 Settlmnt	289.31
Centa, Phillip	3839 W. 104th St.	Fire	Fireman	100	524.92 Settlmnt	524.92
Clark, Michael	2840 N. Sawyer	Fire	Fireman	100	261.65 Settlmnt	261.65
Collazo, Marta	1836 W. Grace St.	Fire	Fireman	100	2.11 Settlmnt	2.11
Collins, William	6074 N. Northcott	Fire	Fireman	100	258.82 Settlmnt	258.82
Connolly, John	10315 S. Sawyer Ave.	Fire	Fireman	100	356.15 Settlmnt	356.15
Coyne, Michael	4940 W. 163rd St.	Fire	Fireman	100	96.88 Settlmnt	96.88
Cronk, James	3703 W. 80th St.	Fire	Fireman	100	101.33 Settlmnt	101.33
Cronin, David	5123 S. Oak Park	Fire	Fireman	100	376.12 Settlmnt	376.12
Crosby, James	8010 S. Mozart St.	Fire	Fireman	100	353.09 Settlmnt	353.09
Crowley, Kevin	6201 W. Devon Ave.	Fire	Fireman	100	656.32 Settlmnt	656.32
Deacon, Charles	10732 S. Hamlin	Fire	Fireman	100	828.87 Settlmnt	828.87
Delaney, Patrick	508 Keepataw	Fire	Fireman	100	460.76 Settlmnt	460.76
Diez, Roberto	6040 S. Normandy	Fire	Fireman	100	285.55 Settlmnt	285.55
Donatelli, Renald	7756 W. Catalpa	Fire	Fireman	100	12,051.54 Settlmnt	12,051.54
Donnelly, Patrick	3843 W. 70th St.	Fire	Fireman	100	259.95 Settlmnt	259.95
Doyle, Arthur	40123 Circle Ave.	Fire	Fireman	100	592.52 Settlmnt	592.52
Druzit, John	8300 State Road 17	Fire	Fireman	100	735.26 Settlmnt	735.26
Duke, William	8415 W. Brodman	Fire	Fireman	100	398.82 Settlmnt	398.82
Duzmal, Thomas	2737 E. 127th St.	Fire	Fireman	100	659.83 Settlmnt	659.83
Dwyer, John	614 E. Cumberland	Fire	Fireman	100	505.15 Settlmnt	505.15
Fields, Curtney	8542 S. Sawyer	Fire	Fireman	100	3,060.33 Settlmnt	3,060.33
Gallcher, Anne M.	P.O. Box 958036	Fire	Fireman	100	47.80 Settlmnt	47.80
Gardley, Mamie	1320 N. Pine	Fire	Fireman	100	253.86 Settlmnt	253.86
Gibbon, Edwin	5912 S. Kolmar	Fire	Fireman	100	316.33 Settlmnt	316.33
Gilberto, Kenneth	9916 S. Oakley Ave.	Fire	Fireman	100	273.00 Settlmnt	273.00
Gill, Robert	10736 S. Christina	Fire	Fireman	100	260.30 Settlmnt	260.30

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	APR., 1995
Goralka, Paul	7410 Sumac Dr.	Fire	Fireman	100	385.15 Settlmnt	385.15
Griffin, Dennis	5862 N. Elston Ave.	Fire	Fireman	100	269.41 Settlmnt	269.41
Gumister, John	3657 W. 54th St.	Fire	Fireman	100	110.21 Settlmnt	110.21
Guzik, Lawrence	6822 W. 63rd Pl.	Fire	Fireman	100	311.12 Settlmnt	311.12
Hain, Roger	1233 W. Eddy St.	Fire	Fireman	100	1,476.04 Settlmnt	1,476.04
Halloran, Daniel	10748 S. Springfield	Fire	Fireman	100	505.04 Settlmnt	505.04
Harding, Michael	601 E. 32nd St.	Fire	Fireman	100	540.99 Settlmnt	540.99
Harvey, Charles	12213 S. Michael	Fire	Fireman	100	253.87 Settlmnt	253.87
Haughey, Edward	8503 W. Catherine	Fire	Fireman	100	272.96 Settlmnt	272.96
Hotmann, Joyce	5817 W. Berteau	Fire	Fireman	100	115.31 Settlmnt	115.31
Hurrington, Michael	1519 Windsor Ct.	Fire	Fireman	100	288.98 Settlmnt	288.98
Hyland, Edward	10800 Central Pk.	Fire	Fireman	100	274.62 Settlmnt	274.62
Lichter, Irwin	6462 N. Olympia	Fire	Fireman	100	246.58 Settlmnt	246.58
Julien, Richard	RR1	Fire	Fireman	100	195.17 Settlmnt	195.17
Kahn, Robert	11832 Quail Village	Fire	Fireman	100	265.27 Settlmnt	265.27
Lachowicz, Theodore	5834 S. Kedzie Ave.	Fire	Fireman	100	594.79 Settlmnt	594.79
Lambright, David	8722 Randolph Ct.	Fire	Fireman	100	249.44 Settlmnt	249.44
Lavin, Owen	3352 W. 83rd St.	Fire	Fireman	100	971.97 Settlmnt	971.97
Lienemann, Richard	2185 N. State St.	Fire	Fireman	100	285.55 Settlmnt	285.55
Lomax, Don Diego	11527 S. Yale Ave.	Fire	Fireman	100	210.30 Settlmnt	210.30
Magett, Kevin	840 E. 57th St.	Fire	Fireman	100	4,957.10 Settlmnt	4,957.10
Maguire, John	3807 S. Cumberland	Fire	Fireman	100	280.71 Settlmnt	280.71
McCalpin, Monica	2047 E. 75th	Fire	Fireman	100	308.95 Settlmnt	308.95
McCann, Danield	3162 W. 84th Pl.	Fire	Fireman	100	686.51 Settlmnt	686.51
McCormick, Kevin	8022 S. Sawyer Ave.	Fire	Fireman	100	286.51 Settlmnt	286.51
McGinley, Kevin	6951 N. Caldwell Ave.	Fire	Fireman	100	118.81 Settlmnt	118.81
McKay, Robert	9901 S. Calumet Ave.	Fire	Fireman	100	627.14 Settlmnt	627.14
Mieredorf, Robert	10637 S. Christiana	Fire	Fireman	100	287.94 Settlmnt	287.94
Miller, Bernard	10742 S. St. Louis	Fire	Fireman	100	782.31 Settlmnt	782.31
Mroczek, Patrick	6858 N. Dowagiac	Fire	Fireman	100	170.96 Settlmnt	170.96
Munsen, James	5461 N. Nordica Ave.	Fire	Fireman	100	292.04 Settlmnt	292.04
Negoski, Robert	6055 S. Kenneth Ave.	Fire	Fireman	100	424.26 Settlmnt	424.26
Negron, Rudolph	1108 S. May	Fire	Fireman	100	206.83 Settlmnt	206.83
Nitahara, Cheryl	1044 W. Waveland Ave.	Fire	Fireman	100	232.93 Settlmnt	232.93
O'Connell, Patrick	6550 S. Knox Ave.	Fire	Fireman	100	140.32 Settlmnt	140.32
O'Neil, Philip	10805 S. Millard	Fire	Fireman	100	851.87 Settlmnt	851.87
Olry, John	6423 S. Austin Ave.	Fire	Fireman	100	250.00 Settlmnt	250.00
Palenik, Joseph	5132 S. Ridgeway Ave.	Fire	Fireman	100	214.03 Settlmnt	214.03
Perez, Lori	5236 W. Winnemac	Fire	Fireman	100	130.77 Settlmnt	130.77
Peterson, Raymond	6715 W. Schreiber Ave.	Fire	Fireman	100	412.36 Settlmnt	412.36

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	APR., 1995
Piironen, David	1705 Fox Head Court	Fire	Fireman	100	267.76 Settlmnt	267.76
Pinkston, Sherry	9543 S. Avalon Ave.	Fire	Fireman	100	113.62 Settlmnt	113.62
Potesa, Wayne	RR1, Box 31	Fire	Fireman	100	518.43 Settlmnt	518.43
Prusinski, William	10822 S. Springfield	Fire	Fireman	100	333.47 Settlmnt	333.47
Pugh, W. North Ave.	5735 W. North Ave.	Fire	Fireman	100	566.65 Settlmnt	566.65
Raske, Ronald	8123 S. Spaulding	Fire	Fireman	100	754.60 Settlmnt	754.60
Ratcliffe, Sherry	7831 S. St. Lawrence Ave.	Fire	Fireman	100	8,382.56 Settlmnt	8,382.56
Reardon, Daniel	10533 S. Hamlin	Fire	Fireman	100	284.83 Settlmnt	284.83
Regnier, Ronald	13117 S. Buffalo Ave.	Fire	Fireman	100	606.30 Settlmnt	606.30
Rentroe, Keith	544 E. 95th St.	Fire	Fireman	100	313.94 Settlmnt	313.94
Riggle, Barbara	6456 W. Raven St.	Fire	Fireman	100	229.66 Settlmnt	229.66
Roccasalva, Joseph	1143 S. Artesian Ave.	Fire	Fireman	100	281.11 Settlmnt	281.11
Roche, Kevin	5735 N. Newark Ave.	Fire	Fireman	100	181.98 Settlmnt	181.98
Rogers, John	10854 S. Avenue G	Fire	Fireman	100	3,497.28 Settlmnt	3,497.28
Rousseau, Donald	13144 S. Avenue N	Fire	Fireman	100	540.54 Settlmnt	540.54
Salapat, Stanley	1629 W. 33rd St.	Fire	Fireman	100	604.95 Settlmnt	604.95
Scalone, Peter	12936 S. Escanaba	Fire	Fireman	100	795.41 Settlmnt	795.41
Schmidt, Robert	12900 Vonn Drive	Fire	Fireman	100	1,142.17 Settlmnt	1,142.17
Shanahan, Michael	9737 S. Central	Fire	Fireman	100	409.57 Settlmnt	409.57
Shea, Robert	5833 W. 64th Pl.	Fire	Fireman	100	304.45 Settlmnt	304.45
Schiliro, Frank	212 Hermitage Way	Fire	Fireman	100	227.56 Settlmnt	227.56
Sims, David	15940 S. Olcott Ave.	Fire	Fireman	100	241.66 Settlmnt	241.66
Smith, Edwin	6542 N. Nordica Ave.	Fire	Fireman	100	316.19 Settlmnt	316.19
Sosa, Michael	4947 W. St. Paul Ave.	Fire	Fireman	100	212.93 Settlmnt	212.93
Sullivan, Cornelius	10540 S. Ridgeway	Fire	Fireman	100	1,021.68 Settlmnt	1,021.68
Sullivan, Thomas	10219 S. Harding	Fire	Fireman	100	161.73 Settlmnt	161.73
Temple, Barry	4636 S. Homan	Fire	Fireman	100	567.58 Settlmnt	567.58
Tisza, Edward	10559 S. Lawndale	Fire	Fireman	100	1,022.10 Settlmnt	1,022.10
Tomasziewic	4726 S. Elizabeth St.	Fire	Fireman	100	562.63 Settlmnt	562.63
Torres, John	1623 S. Miller St.	Fire	Fireman	100	336.97 Settlmnt	336.97
Toth, Daniel	8 Highwood Ridge Trail	Fire	Fireman	100	683.67 Settlmnt	683.67
Toure, Kublair	4842 S. Drexel Ave.	Fire	Fireman	100	532.86 Settlmnt	532.86
Van Dorp, Gregory	10325 S. Maplewood	Fire	Fireman	100	224.60 Settlmnt	224.60
Wagner, Richard	5846 S. Fairfield	Fire	Fireman	100	11,010.90 Settlmnt	11,010.90
Walker, Ernest	10849 S. Troy St.	Fire	Fireman	100	683.67 Settlmnt	683.67
William, Herbert	8840 S. Dante	Fire	Fireman	100	767.87 Settlmnt	767.87
Wratschko, Robert	5313 N. St. Louis Ave.	Fire	Fireman	100	486.28 Settlmnt	486.28
Alexander, Robert	9621 S. Green St.	Police	Policeman	100	13,259.64 Retired	13,259.64
Barry, Dorothy R.	1765 Coliseum Apt. 417	Police	Policeman	100	9,364.42 Retired	9,364.42
Booth, Gertha M.	9534 S. Bennett	Police	Policeman	100	12,870.29 Retired	12,870.29

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	APR., 1995
Bridges, Thomas A.	6629 N. Octavia	Police	Policeman	100	19,649.89 Retired	19,649.89
Browne, James D.	6251 N. Lenox	Police	Policeman	100	15,622.93 Retired	15,622.93
Bukoski, James R.	7675 W. Talcott	Police	Policeman	100	9,740.69 Retired	9,740.69
Carrol, Russel R.	12853 S. Manister	Police	Policeman	100	15,622.93 Retired	15,622.93
Cobbs, Waymond H. Jr.	9115 S. Crandon	Police	Policeman	100	25,269.19 Retired	25,269.19
Comelly, Luther Jr.	8531 S. Dorchester	Police	Policeman	100	6,910.34 Retired	6,910.34
Davies, Torrence C.	5234 S. Moody	Police	Policeman	100	13,313.87 Retired	13,313.87
Flanagan, Norman J.	8525 S. University	Police	Policeman	100	9,133.49 Retired	9,133.49
Gasiorowski, Dennis J.	6058 S. McVicker	Police	Policeman	100	17,147.22 Retired	17,147.22
Green, Levern	9143 S. Bennett	Police	Policeman	100	62,359.67 Retired	62,359.67
Guffrea, Salvatore J.	1446 W. Lexington	Police	Policeman	100	9,123.98 Retired	9,123.98
Haisch, Donald C.	7040 N. Oriole	Police	Policeman	100	9,184.09 Retired	9,184.09
Herron, Samuel	9441 S. Ada	Police	Policeman	100	5,182.76 Retired	5,182.76
Hoeger, John	6346 N. Sayre	Police	Policeman	100	10,812.80 Retired	10,812.80
Hollandsworth, Leonard R.	3837 W. Pippin	Police	Policeman	100	11,455.72 Retired	11,455.72
Howe, Raymond J.	2641 W. 84th Pl.	Police	Policeman	100	29,032.98 Retired	29,032.98
Jackson III, George W.	831 N. Tripp	Police	Policeman	100	32,748.45 Retired	32,748.45
Johnson, Clifton	7153 S. St. Lawrence	Police	Policeman	100	7,004.26 Retired	7,004.26
Joyce, Thomas P. Jr.	7057 N. Osceola	Police	Policeman	100	21,252.18 Retired	21,252.18
Koziol, Kenneth J.	5118 S. New England	Police	Policeman	100	5,245.88 Retired	5,245.88
La Pierre, Martin E.	6200 S. Narraganset	Police	Policeman	100	8,974.36 Retired	8,974.36
Lea, Paul	6958 N. Owen Ave.	Police	Policeman	100	9,503.44 Retired	9,503.44
Lowe, Roosevelt Jr.	9120 S. Oakley	Police	Policeman	100	56,076.72 Retired	56,076.72
Mannina, Anthony S. Jr.	1116 S. Mason	Police	Policeman	100	5,067.78 Retired	5,067.78
McGuirre, Eugene H. Jr.	6669 N. Ionia	Police	Policeman	100	15,215.84 Retired	15,215.84
Nieminski, Henry V.	5743 S. Rutherford	Police	Policeman	100	14,737.44 Retired	14,737.44
Orseno, Vito M. Jr.	3658 N. Nottingham	Police	Policeman	100	33,515.13 Retired	33,515.13
Primous, Carol A.	8246 S. Albany	Police	Policeman	100	4,780.33 Retired	4,780.33
Prokop, Michael	3519 W. 85th St.	Police	Policeman	100	4,297.32 Retired	4,297.32
Reed, Nathaniel	1422 W. 105th St.	Police	Policeman	100	6,443.96 Retired	6,443.96
Roberts, Robert Jr.	9234 S. Lowe	Police	Policeman	100	13,156.19 Retired	13,156.19
Rodriguez, Guadalupe	10412 S. Lawndale	Police	Policeman	100	4,471.63 Retired	4,471.63
Sabena, Vicent P.	3921 N. Pueblo	Police	Policeman	100	16,677.86 Retired	16,677.86
Scott, Robert L.	1345 N. Central Ave.	Police	Policeman	100	27,875.71 Retired	27,875.71
Stimage, Albert E.	P.O. Box 584	Police	Policeman	100	17,060.01 Retired	17,060.01
Webber, George A.	3829 N. Pacific	Police	Policeman	100	22,693.17 Retired	22,693.17
Williams, Herules Jr.	1520 E. 58th Pl.	Police	Policeman	100	6,034.24 Retired	6,034.24
Winkle, William D.	6320 S. Austin	Police	Policeman	100	3,889.15 Retired	3,889.15
Williamson, Lynne R.	3085 N. Davilin	Police	Policeman	100	5,451.90 Retired	5,451.90
Zimmerman, James J.	8359 W. Addison	Police	Policeman	100	5,515.59 Retired	5,515.59

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	APR., 1995
Zych, Henry A.	6610 W. 64th St.	Police	Policeman	100	7,501.46 Retired	7,501.46
Spada, Adriana M.	3708 W. Grand	Sts & San.	Labor	100	7.32 P/H	380.64
Vari, Kelly R.	317 W. 28th Pl	Sts & San.	Labor	100	7.32 P/H	625.86
Bertucci, James	7527 W. Myrtle Ave.	Fire	Fireman	100	354.48 Settlmnt	354.48

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF MAY, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of May, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on page 7612 of this Journal.]

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF JUNE, 1995.

A report received from Ms. Barbara A. Lumpkin, City Comptroller, listing the personal services paid by voucher for the month of June, 1995, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 7613 through 7614 of this Journal.]

Placed On File -- OATH OF OFFICE.

The oath of office of Mr. Demitri Konstantelos as a member of the Zoning Board of Appeals, which was *Placed on File.*

PERSONAL SERVICES PAID BY VOUCHER MAY, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		MAY, 1995
Garcia, Pedro	3900 W. Pippin	Fire	Fireman	100	824.89	Settlmnt	824.89
Kravitz, Howard	6236 W. Eddy	Fire	Fireman	100	466.60	Settlmnt	466.60
Kuhnly, Graig A.	5036 N. Marmora	Fire	Fireman	100	914.96	Settlmnt	914.96
Landers, Robert	6355 S. Oak Park	Fire	Fireman	100	943.83	Settlmnt	943.83
Meyer, John W.	3941 W. 56th Pl.	Fire	Fireman	100	10,081.26	Settlmnt	10,081.26
Nelson, Robert L.	3627 N. Oketo	Fire	Fireman	100	797.44	Settlmnt	797.44
Rodriquez, victor	7209 S. Harding	Fire	Fireman	100	10,463.94	Settlmnt	10,463.94
Seay, Ardene	3228 W. Pierce	Health	Labor	100	5,000.00	Settlmnt	5,000.00
Blake, William	543 N. Lawler	Police	Policeman	100	4,025.20	Retired	4,025.20
Boyce, Gregory L.	13050 S. Marquette	Police	Policeman	100	13,377.08	Retired	13,377.08
Braynt, Carlton	1121 S. State	Police	Policeman	100	32,981.16	Retired	32,981.16
Carr, Phillip J.	6058 S. Pulaski	Police	Policeman	100	13,687.34	Retired	13,687.34
Condon, Eugene D.	8538 S. Kenneth	Police	Policeman	100	33,362.74	Retired	33,362.74
Considine, Joseph	4318 S. Kedvale	Police	Policeman	100	7,351.18	Retired	7,351.18
Consolino, Carmen	2653 N. Sayre	Police	Policeman	100	17,646.06	Retired	17,646.06
Jacobsen, Donald	3 Doscientos Lane	Police	Policeman	100	21,432.43	Retired	21,432.43
Juarez, Jacqueline	2534 S. Southport	Police	Policeman	100	4,954.05	Retired	4,954.05
Koszola, Chester J.	8406 W. Brodman	Police	Policeman	100	22,086.11	Retired	22,086.11
Lane, Phillip A.	2041 N. Lawler	Police	Policeman	100	7,723.88	Retired	7,723.88
Lawlor, Austin Jr.	9910 Westwood Dr.	Police	Policeman	100	8,679.53	Retired	8,679.53
Melody, Richard A.	5155 N. East River Rd.	Police	Policeman	100	5,689.33	Retired	5,689.33
Michael, Ronald F.	5619 N. Newcastle	Police	Policeman	100	3,704.80	Retired	3,704.80
Muth, Walter G.	3916 W. 84th Pl.	Police	Policeman	100	27,568.42	Retired	27,568.42
O'Connor, James T.	10420 S. Millard	Police	Policeman	100	69,486.14	Retired	69,486.14
Peloza, Lisa	2822 W. 102nd Pl.	Police	Policeman	100	1,842.52	Retired	1,842.52
Robles, Clement N.	8642 S. Kolin	Police	Policeman	100	8,085.28	Retired	8,085.28
Scadifi, Anthony	3748 N. Odell	Police	Policeman	100	14,901.76	Retired	14,901.76
Schwarz, Dietrich	1135 W. Wellington	Police	Policeman	100	4,445.83	Retired	4,445.83
Sexton, John D.	5822 N. Natoma	Police	Policeman	100	7,707.50	Retired	7,707.50
Shadwick, Roger W.	6204 S. Narragansett	Police	Policeman	100	13,003.57	Retired	13,003.57
Guilliand, Patrick	4623 S. Chester	Transportation	Laborer	100	4,674.80	Retired	4,674.80

PERSONAL SERVICES PAID BY VOUCHER JUNE, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	JNUE, 1995
Hal, Sherri	9801 S. Emerald Ave.	Human Serv.	Labor	100	11,061.04 Settlmnt	11,061.04
Adduci, Thomas M.	18531 S. Wentworth	Law	Labor	100	2,254.64 Settlmnt	2,254.64
Bright, Alvin	10828 S. Peoria	Law	Labor	100	108.31 Settlmnt	108.31
Bush, Kevin	1522 W. 107th	Law	Labor	100	158.08 Settlmnt	158.08
Cannon, Carrol B.	8535 W. Berwyn	Law	Labor	100	1,413.10 Settlmnt	1,413.10
Cannon, Thommy	8535 W. Berwyn	Law	Labor	100	786.19 Settlmnt	786.19
Dilacova, Michael	4465 N. Forestview Ave.	Law	Labor	100	7,864.38 Settlmnt	7,864.38
Hall, Barry	8631 W. Catherine	Law	Labor	100	435.08 Settlmnt	435.08
Hoffman, James R.	9857 S. Leavitt	Law	Labor	100	2,209.99 Settlmnt	2,209.99
Krupa, Thomas E.	6686 N. Olympia	Law	Labor	100	4,018.51 Settlmnt	4,018.51
McErlean, Joan F.	1777 Talcott Rd.	Law	Labor	100	4,067.68 Settlmnt	4,067.68
Nederco, Olaf	920 Hilandale	Law	Labor	100	4,883.44 Settlmnt	4,883.44
Ward, Neil	10523 S. St. Louis	Law	Labor	100	2,408.73 Settlmnt	2,408.73
Whalen, James	11800 S. Maplewood Ave	Law	Labor	100	523.92 Settlmnt	523.92
Alexander, Earl R.	9123 S. Essex	Police	Policeman	100	7,296.41 Settlmnt	7,296.41
Arrigo, Robert A.	3039 S. Quinn	Police	Policeman	100	16,250.79 Settlmnt	16,250.79
Baio, Frank S.	5751 W. 64th St.	Police	Policeman	100	20,970.77 Settlmnt	20,970.77
Bell, Marvin L	5438 S. Ellis Ave.	Police	Policeman	100	5,263.03 Settlmnt	5,263.03
Blahusiak III, John	3539 W. 103rd St.	Police	Policeman	100	33,993.73 Settlmnt	33,993.73
Bradley, Michael E.	707 W. Barry	Police	Policeman	100	7,425.40 Settlmnt	7,425.40
Buck, John H.	3230 S. Green	Police	Policeman	100	7,698.94 Settlmnt	7,698.94
Carone, Joseph	5826 S. Normany	Police	Policeman	100	13,789.27 Settlmnt	13,789.27
Chilla, Daniel S.	12732 S. Escanaba	Police	Policeman	100	18,564.57 Settlmnt	18,564.57
Collins, Earl	322 E. 132nd Pl.	Police	Policeman	100	6,518.08 Settlmnt	6,518.08
Craigmiles, Fred L.	10430 S. Normal	Police	Policeman	100	6,868.87 Settlmnt	6,868.87
Davis, William H. Jr.	9711 S. Beverly	Police	Policeman	100	5,447.01 Settlmnt	5,447.01
Doyle, Dennis T.	7138 W. Farragut	Police	Policeman	100	9,322.83 Settlmnt	9,322.83
Farrer, Gerald L.	10017 S. Escanaba	Police	Policeman	100	47,539.30 Settlmnt	47,539.30
Flores, Louis Jr.	1551 Skyline Dr.	Police	Policeman	100	7,497.04 Settlmnt	7,497.04
Galloway, Raymond P.	725 W. 48th Pl.	Police	Policeman	100	8,683.36 Settlmnt	8,683.36
Huffman, Harold W. Jr.	10542 S. Spaulding	Police	Policeman	100	37,965.05 Settlmnt	37,965.05
Hurley, Michael C.	533 Indiana Bluff #102	Police	Policeman	100	20,408.31 Settlmnt	20,408.31
Johnson, Jack E.	8142 S. Spaulding	Police	Policeman	100	19,313.23 Settlmnt	19,313.23
Keller, Gerald Richard	5715 S. Nottingham	Police	Policeman	100	56,610.56 Settlmnt	56,610.56
Kelly, Thomas P.	7808 S. Christiana	Police	Policeman	100	38,545.87 Settlmnt	38,545.87
Kern, George S. Jr.	3907 N. Oak Park	Police	Policeman	100	10,139.65 Settlmnt	10,139.65
Kodatt, Edward	6323 S. Tripp	Police	Policeman	100	65,271.40 Settlmnt	65,271.40
Kostecki, James J.	8421 S. Kostner	Police	Policeman	100	20,759.22 Settlmnt	20,759.22
Kudlinski, Jerome J.	5830 S. Nagle	Police	Policeman	100	6,739.09 Settlmnt	6,739.09
Leonard, William E.	8951 S. East End	Police	Policeman	100	18,534.19 Settlmnt	18,534.19

PERSONAL SERVICES PAID BY VOUCHER JUNE, 1995

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		JNUE, 1995
Lieber, William R.	2841 W. 84th Pl.	Police	Policeman	100	5,140.48	Settlmnt	5,140.48
Markham, Patrick W.	5108 S. Lawler	Police	Policeman	100	8,995.04	Settlmnt	8,995.04
McLean, Timothy I	10723 S. Harding	Police	Policeman	100	11,498.77	Settlmnt	11,498.77
Meinke, Michael	10318 S. Albany	Police	Policeman	100	16,823.71	Settlmnt	16,823.71
Minnick, Joseph P.	3610 W. 111th St.	Police	Policeman	100	5,785.02	Settlmnt	5,785.02
Montes, Alfonso	6200 S. Kenneth	Police	Policeman	100	62,316.45	Settlmnt	62,316.45
Mosher, William	7944 S. Pulaski	Police	Policeman	100	6,961.21	Settlmnt	6,961.21
Murray, James E.	11045 S. St. Louis	Police	Policeman	100	13,478.50	Settlmnt	13,478.50
Norris, Richard L.	10749 S. Washtenaw	Police	Policeman	100	29,420.77	Settlmnt	29,420.77
Odibo, Grace Jr.	1121 S. State	Police	Policeman	100	8,704.80	Settlmnt	8,704.80
Oleszkiewicz, Clarence L.	5720 S. Massasoit	Police	Policeman	100	8,969.85	Settlmnt	8,969.85
Peterson, Robert J.	10016 S. Talman	Police	Policeman	100	4,975.04	Settlmnt	4,975.04
Prosser, Robert T.	5823 S. Massasoit	Police	Policeman	100	26,122.03	Settlmnt	26,122.03
Rizzo, Ronald J.	6650 N. Damen	Police	Policeman	100	101,590.27	Settlmnt	101,590.27
Rosen, Errol	655 W. Irving Park Rd.	Police	Policeman	100	5,374.21	Settlmnt	5,374.21
Ruzevich, Peter V.	10501 S. Drake Ave.	Police	Policeman	100	5,189.13	Settlmnt	5,189.13
Severine Earl J. Jr.	5769 N. Nina	Police	Policeman	100	16,444.84	Settlmnt	16,444.84
Shaw, William Jr.	2026 W. Hunt Ave.	Police	Policeman	100	29,227.64	Settlmnt	29,227.64
Spielman, Richard J.	5304 S. Nordica	Police	Policeman	100	22,432.79	Settlmnt	22,432.79
Tillrock, Ronald A.	5233 S. Hamlin	Police	Policeman	100	7,533.00	Settlmnt	7,533.00
Touhey, John H.	3607 N. Narragansett	Police	Policeman	100	10,736.75	Settlmnt	10,736.75
Tunno, Eugene M.	655 W. Clarence	Police	Policeman	100	4,801.29	Settlmnt	4,801.29
Uppling, Byron R.	7248 W. Clarence	Police	Policeman	100	6,062.55	Settlmnt	6,062.55
Valkenburg, William L.	3434 W. 62nd Pl.	Police	Policeman	100	10,200.33	Settlmnt	10,200.33
Wortham, Mark M.	1121 S. State	Police	Policeman	100	20,545.73	Settlmnt	20,545.73

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on September 13, 1995 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 2, 1995 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on September 13, 1995, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Dr. Hassan Azarpira (Chicago Title and Trust Company, as Trustee, under Trust Number 1101216, dated May 5, 1995) -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by:

a line 83 feet south of West 27th Street; the alley next east of and parallel to South Pulaski Road; a line 128 feet south of West 27th Street; and South Pulaski Road.

Mr. George L. Bolis -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 22-E bounded by:

the public alley next north of and parallel to East 95th Street; a line 265 feet east of and parallel to South State Street; East 95th Street; and a line 190 feet east of and parallel to South State Street.

Boulevard Consultants, Inc. -- to classify as a Residential Planned Development instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

West Quincy Street; South Desplaines Street; West Jackson Boulevard; and a line 303.40 feet west of and parallel to South Desplaines Street.

Dr. Thomas Barclay Memorial Foundation -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-G bounded by:

a line 308 feet southerly of South Hillock Avenue; South Loomis Street; a line 359.4 feet southerly of South Hillock Avenue; and the alley next westerly of South Loomis Street.

Thomas J. Klutznick Company -- to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District and a B7-6 General Central Business District the area shown on Map No. 1-E bounded by:

East Chicago Avenue; a line 85.5 feet west of and parallel to North Michigan Avenue; a line 89.1 feet south of and parallel to East Chicago Avenue; North Michigan Avenue; East Superior Street; and North Rush Street.

LaSalle Partners -- to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District and C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

West Washington Street; North LaSalle Street; West Calhoun Place; and a line 202.44 feet west of and parallel to North LaSalle Street.

Mr. Michael Mayer and Ms. Alison Mayer -- to classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District the area shown on Map No. 28-J bounded by:

a line 168.83 feet north of West 115th Street (West Medora Avenue); South Kedzie Avenue; West 115th Street (West Medora Avenue); and a line 150 feet west of South Kedzie Avenue.

Mr. Robert Mosky -- to classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by:

the east line of North Lincoln Avenue 311.0 feet south of the south line of West George Street; the line heading northeast and perpendicular to the east line of North Lincoln Avenue running to the public alley next east of and parallel to North Lincoln Avenue; thence the west line of the public alley east of and parallel to North Lincoln Avenue running southeast for a distance of 125 feet; thence a line running southwest and perpendicular to the east line of North Lincoln Avenue running to the east line of North Lincoln Avenue; and thence along the east line of North Lincoln Avenue running northwest for 125 feet to the point of beginning.

Mr. Pui Jack Moy, in care of Mr. John J. Pikarski, Jr. -- to classify as a C1-3 Restricted Commercial District instead of a B2-3 Restricted Retail District the area shown on Map No. 6-F bounded by:

a line 168.57 feet south of and parallel to West 30th Street; South Wentworth Avenue; a line 387.63 feet south of and parallel to West 30th Street; and the midline of the alley next west of and parallel to South Wentworth Avenue, if extended.

Mr. Christopher Naponiello -- to classify as an R4 General Residence District instead of an M2-2 General Manufacturing District and an R3 General Residence District the area shown on Map No. 6-F bounded by:

West 25th Place; a line from a point as measured from the southerly right-of-way line of West 25th Place and the easterly right-of-way line of South Normal Avenue, to a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue; a line from a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue, to a point 6.95 feet north of the alley next south of and parallel to West 25th Place and the westerly right-of-way line of South Canal Street; South Canal Street; the alley next south of and parallel to West 25th Place; and South Normal Avenue.

R & F Development, Inc. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 11-H bounded by:

a point 92 feet north of the north line of West Leland Avenue on the east line of the public alley next west of North Hermitage Avenue; thence a line running east 163.30 feet to the west line of North Hermitage Avenue; thence the west line of North Hermitage Avenue running south 92.0 feet to the north line of West Leland Avenue; thence the north line of West Leland Avenue running west 163.30 feet to the east line of the public alley next west of and parallel to North Hermitage Avenue; and thence the east line of the public alley next west of North Hermitage Avenue running north 92.00 feet to the point of beginning.

Mr. Ricardo Rivera and Ms. Elizabeth Rivera -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District and B1-1 Local Retail District the area shown on Map No. 6-J bounded by:

a line 83.42 feet north of and parallel to West 25th Street; South Drake Avenue; a line 30 feet north of and parallel to West 25th Street; and the public alley next west of and parallel to South Drake Avenue.

Mr. Benito Rodriguez and Ms. Olga Rodriguez -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 6-J bounded by:

a line 51.17 feet north of and parallel to West 25th Street; South St. Louis Avenue; West 25th Street; and the public alley next west of and parallel to South St. Louis Avenue.

T & B Ventures -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by:

West Erie Street; a line 501.3 feet east of North Paulina Street; the alley next south of West Erie Street; and a line 384 feet east of North Paulina Street.

Mr. Richard Wieczorek -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 7-L bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 28 feet west of and parallel to North Lamon Avenue; West Diversey

Avenue; and a line 106.22 feet west of and parallel to North Lamon Avenue.

Mr. Albert Woszczak -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 13-P bounded by:

a line 195 feet north of and parallel to West Evelyn Lane; a line 434.25 feet east of and parallel to North East River Road; West Evelyn Lane; and a line 322.25 feet east of and parallel to North East River Road.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Alexander Mac, Allstate Insurance Company (3) Cleveland Broome, Malcolm Foster and Gwendolyn E. Pittard, American Family Insurance Company and Ronald A. and Debora Nehrke, American Service Insurance Company and Lorese Hill, American States Insurance and Rocco A. Dominic, Ameritech/Illinois, Anderson Elizabeth M., Arai Kuwako, Argiris William T.;

Bein William B., Boos Michael L., Braggs Sammy, Brehmer Maureen, Brown Norman E.;

Cedillo Alejandro, Chalabi George D., Chicago Mutual Liability Co. and Jesus Cabral, Ciric Radenko, Constitutional Casualty Co. and Norma Cody, Crouse Cartage Company;

Davis Bruce F., Davis Celestine, Delgado Analita, Dewey Maticia, Drozdzal Beata;

Elm Raymond T., Enterprise Rent-A-Car, Express Leasing, Inc.;

FioRito Michael J., Frank Roger, Freeman Steven;

Gilbert Vanessa M., Gilbert William W., Grasser Jack M., Greifzu Fred W., Griffith Hueral;

Harris Gerald R., Henderson Andrew L., Hill James, Jr., Houlihan Daniel L.;

Illinois Farmers Insurance Company and Robert D. Angstadt;

Jefferies Nancy E., Jenkins Billy and Joan Corman, Johnson Bertha M.;

Kemp Joann R., Kolakowski John, Kroll Frank J., Krupa Bernice M., Kuchnecki Zdzislaw;

Lewis James, Liquorama/Carl A. Demma, Luedtke John, Jr., Lund Michael G.;

Mays Moses, McGee Kenny P., McGee William H., Merriweather Darren A., Midland Insurance Co. and Cara E. Fahey, Midwest Circulation Corporation, Miller Linda, Molchanov Ronald E., Montalto Rene R., Moser Building Condominium Association, Mostacchio Stephen P.;

Neomedica, Inc., Nunez Jesus M., Nunez Mario, Jr.;

Patel Ramanbhai B., Patrick Charlie M., Peoples Gas Light and Coke Co. (24), Peters Lisa Ann, Price Marion L.;

Rayas Joseph E., Rosario Wendy A., Ross Michael J., Rys Ronald R.;

Sadhwani Ramesh T., Schaefer Richard A., Slaton Norman Dean, State Farm Insurance Company (10) Alfredo Bicoff, Daniel Burosh, Barney and Joanna Davis, Dorothy L. Elliott, Barbara Hollister, John Kuta, Dennis J. Lanning, Giang T. Ngo, Anthony Nickele and Anne Stuckel, Stephens Michael A., Sterley Andrew;

Tillotson Edith B., Tomasiewicz Helena, Torres Francisco;

Vacha Richard E. and Cherry L.;

Winfumke Ibiromke, Winters Mildred, Wright Linda D.;

Zerfas Sarah W..

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

The City Clerk transmitted the following communication addressed to him under the date of September 21, 1995, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Transportation and Public Way:*

Ward 7	East 82nd Street, East 83rd Street, South Saginaw Avenue and South Colfax Avenue;
Ward 7	East 82nd Street, East 83rd Street, South Marquette Avenue and South Saginaw Avenue;
Ward 7	East 90th Street, East 91st Street, South Colfax Avenue and South Kingston Avenue;
Ward 8	East 79th Street, East 80th Street, South Jeffery Boulevard and South Euclid Avenue;
Ward 8	East 80th Street, East 81st Street, South Jeffery Boulevard and South Euclid Avenue;
Ward 8	East 80th Street, East 81st Street, South Woodlawn Avenue and South University Avenue;
Ward 8	East 83rd Street, East 84th Street, South Constance Avenue and South Cregier Avenue;
Ward 8	East 87th Place, East 88th Street, South East End Avenue and South Cornell Avenue;
Ward 8	East 89th Street, East 90th Street, South Clyde Avenue and South Chappel Avenue;
Ward 8	East 98th Street, East 99th Street, South Drexel Avenue and South Maryland Avenue;
Ward 9	East 105th Place, East 106th Street, South Corliss Avenue and South Langley Avenue;
Ward 9	West 121st Street, West 122nd Street, South LaSalle Street and South Wentworth Avenue;
Ward 10	East 102nd Street, East 103rd Street, South Torrence Avenue and South Hoxie Avenue;
Ward 10	East 109th Street, East 110th Street, South Green Bay Avenue and South Mackinaw Avenue;
Ward 11	West 35th Street, West 35th Place, South Halsted Street and South Lituanica Avenue;
Ward 12	West 16th Street, West 18th Street, South Washtenaw Avenue and South Fairfield Avenue;

Ward 15	West 69th Street, West 70th Street, South Honore Street and South Wolcott Avenue;
Ward 15	West 72nd Place, West 73rd Street, South Hoyne Avenue and South Leavitt Street;
Ward 18	West 85th Place, West 86th Street, South Lawndale Avenue and South Hamlin Avenue;
Ward 19	West 102nd Place, West 103rd Street, South California Avenue and South Francisco Avenue;
Ward 19	West 109th Street, West 110th Street, South Homan Avenue and South Trumbull Avenue;
Ward 19	West 109th Street, West 111th Street, South Albany Avenue and South Troy Street;
Ward 19	West 109th Street, West 111th Street, South Whipple Avenue and South Albany Avenue;
Ward 21	West 82nd Street, West 83rd Street, South Sangamon Street and South Morgan Street;
Ward 21	West 88th Street, West 89th Street, South Carpenter Street and South Aberdeen Street;
Ward 22	West 28th Street, West 30th Street, South Kenneth Avenue and South Kilbourn Avenue;
Ward 32	West Wrightwood Avenue, West Draper Street, North Racine Avenue and North Lakewood Avenue railroad right-of-way;
Ward 34	West 103rd Street, West 103rd Place, South Normal Avenue and South Wallace Street;
Ward 34	West 111th Street, West 112th Street, South Peoria Street and South Sangamon Street;
Ward 34	West 119th Street, West 120th Street, South Princeton Avenue and South Harvard Avenue;
Ward 34	West 124th Street, West 125th Street, South Harvard Avenue and South Stewart Avenue;
Ward 38	West Irving Park Road, West Dakin Street, North Central Avenue and North Major Avenue;

Ward 39	West Leoti Avenue, West Caldwell Avenue, North Lenox Avenue and North Leona Avenue;
Ward 41	West Catalpa Avenue, West Rascher Avenue, North Overhill Avenue and North Ozanam Avenue;
Ward 41	West Balmoral Avenue, West Summerdale Avenue, North Overhill Avenue and North Ozanam Avenue.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF MUSEUM OF SCIENCE AND INDUSTRY AS CHICAGO LANDMARK.

A communication from Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under date of May 4, 1995, transmitting the recommendation that the Museum of Science and Industry be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 4106 SOUTH KILDARE AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

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 for the property located at 4106 South Kildare Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended (hereinafter referred to as the "Ordinance") wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for the tax abatement incentives; and

WHEREAS, Joliet Valves, Inc. (hereinafter referred to as the "Lessee") and WCO Limited Partnership (hereafter referred to as the "Owner") of the property commonly known as 4106 South Kildare Avenue, Chicago (hereinafter referred to as the "Subject Property"), will lease and has owned, respectively, the Subject Property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of new construction and substantial rehabilitation with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Ordinance; and

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

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

WHEREAS, The Subject Property will be utilized for industrial purposes in that Joliet Valves, Inc., is a warehouse distribution facility for pipes, valves and fittings; and

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

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 19-03-220-044-0000 and 19-03-220-045-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 4106 South Kildare Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Index Numbers 19-03-220-044-0000 and 19-03-220-045-0000; and

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

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

AMENDMENT OF ORDINANCE CONCERNING CITY'S VOLUNTARY PAYROLL DEDUCTION CONTRIBUTION CAMPAIGN.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance passed by the City Council on July 13, 1994 concerning the City's voluntary payroll deduction contribution campaign, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 5 of the ordinance previously passed on July 13, 1994 (Journal of the Proceedings of the City Council of the City of Chicago, pages 52735 -- 52737) is hereby amended by inserting the language in italics, as follows:

Section 5. The Commissioner shall promulgate reasonable rules relating to the administration of the Campaign. *Such rules may include, but are not limited to, supplementing the list of organizations which may participate in the Campaign.*

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

AUTHORIZATION FOR EXTENSION OF MATURITY DATE OF CITY OF CHICAGO GENERAL OBLIGATION TENDER NOTES, SERIES 1994A AND 1994B.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the extension of the maturity date of City of Chicago General Obligation Tender Notes, Series 1994A and 1994B, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 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 previously issued its General Obligation Tender Notes, Series 1994A (the "1994A Notes"), currently outstanding in the aggregate principal amount of One Hundred Fifty-six Million Seven Hundred Ten Thousand Dollars ($156,710,000) and maturing on October 31, 1995 (the "1994A Note Maturity Date"); and

WHEREAS, The 1994A Notes are issued under and secured by a Trust Indenture dated as of February 1, 1994 (the "1994A Indenture") from the City to Bank of America, Illinois (formerly, Continental Bank, National Association), as Trustee; and

WHEREAS, Under the terms of the 1994A Indenture payment of principal and purchase price of and interest on the 1994A Notes is to be made from moneys drawn under an irrevocable Letter of Credit (the "1994A Letter of Credit") issued by Union Bank of Switzerland, New York Branch (the "1994A Bank"); and

WHEREAS, Moneys drawn under the 1994A Letter of Credit are required to be repaid by the City pursuant to a Reimbursement Agreement dated as of February 1, 1994 (the "1994A Reimbursement Agreement") which reimbursement obligation is evidenced by a Letter of Credit Note dated February 7, 1994 (the "1994A Letter of Credit Note") from the City to the 1994A Bank; and

WHEREAS, The City has previously issued its General Obligation Tender Notes, Series 1994B (the "1994B Notes"), currently outstanding in the aggregate principal amount of One Hundred Eight Million Seven Hundred Eighty Thousand Dollars ($108,780,000) and maturing on October 31, 1995 (the "1994B Note Maturity Date"); and

WHEREAS, The 1994B Notes are issued under and secured by a Trust Indenture dated as of February 1, 1994 (the "1994B Indenture") from the City to Bank of America, Illinois (formerly, Continental Bank, National Association), as Trustee; and

WHEREAS, Under the terms of the 1994B Indenture payment of principal and purchase price of and interest on the 1994B Notes is to be made from moneys drawn under an irrevocable Letter of Credit (the "1994B Letter of Credit") issued by Société Générale, New York Branch (the "1994B Bank"); and

WHEREAS, Moneys drawn under the 1994B Letter of Credit are required to be repaid by the City pursuant to a Reimbursement Agreement dated as of February 1, 1994 (the "1994B Reimbursement Agreement"), which reimbursement obligation is evidenced by a Letter of Credit Note dated

February 7, 1994 ("1994B Letter of Credit Note") from the City to the 1994B Bank; and

WHEREAS, The date for the payment of the second installment of 1994 real property taxes has been delayed, which delay may affect the City's ability to reimburse the 1994A Bank for the payment of the 1994A Notes on the 1994A Note Maturity Date and to reimburse the 1994B Bank for the payment of the 1994B Notes on the 1994B Note Maturity Date; and

WHEREAS, It is necessary and desirable for the City Council to adopt this ordinance; now, therefore,

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

SECTION 1. Finding and Determination. The City Council hereby finds and determines that all of the recitals contained in the preamble to this ordinance are true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. Defined Terms. For purposes of this ordinance:

(a) "Existing Indentures" shall mean the 1994A Indenture and the 1994B Indenture;

(b) "Existing Reimbursement Agreements" shall mean the 1994A Reimbursement Agreement and the 1994B Reimbursement Agreement;

(c) "1994 Note Maturity Date" shall mean October 31, 1995;

(d) "Outstanding Letter of Credit Notes" shall mean the 1994A Letter of Credit Note and the 1994B Letter of Credit Note; and

(e) "Outstanding Notes" shall mean, collectively, the "1994A Notes" and the "1994B Notes".

SECTION 3. Authorization of Extension of 1994 Note Maturity Date. The Mayor or the Chief Financial Officer of the City is hereby authorized on behalf of the City, following receipt of such approvals and consents as may be required, to agree on behalf of the City to an extension of the 1994 Note Maturity Date to a date not beyond April 30, 1996 as shall be determined by the Mayor or the Chief Financial Officer at the time of such extension. In order to evidence any such extension (which may be effective as to all or a portion of a series of Notes), the Mayor or the Chief Financial Officer is hereby authorized to enter into all such agreements and instruments as may be required, including but not limited to:

(a) substitute forms of Outstanding Notes extending the respective maturity dates thereof;

(b) supplemental indentures between the City and the respective trustees amending the Existing Indentures to reflect the extension of the respective maturity dates;

(c) amendments to the Existing Reimbursement Agreements to reflect such extensions;

(d) modifications of the Outstanding Letter of Credit Notes reflecting such extensions;

(e) disclosure documents describing such extensions;

(f) remarketing agreement amendments giving effect to such extensions;

(g) tax compliance agreements and certificates setting forth facts and circumstances relating to the tax-exempt status of the Notes in light of such extensions; and

(h) such other documents and instruments as may be necessary or convenient to effect such extensions.

SECTION 4. Further Actions Authorized. The Mayor or the Chief Financial Officer each is further authorized on behalf of the City, following receipt of such approvals and consents as may be required, to elect to pay and retire from available resources one series of Outstanding Notes coming due in the year and to agree to an extension of the maturity of the other series of Outstanding Notes coming due in such year.

SECTION 5. 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; provided, however, that nothing contained in this ordinance shall amend, limit or repeal the Chicago Property Tax Limitation ordinance. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH THE CATHEDRAL SHELTER OF CHICAGO FOR ACQUISITION OF PROPERTY AT 1660 -- 1666 WEST OGDEN AVENUE AND REHABILITATION OF PROPERTY AT 1668 -- 1674 WEST OGDEN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a loan and security agreement with The Cathedral Shelter of Chicago for the purpose of acquiring the property located at 1660 -- 1666 West Ogden Avenue, and of rehabilitating a certain building located at 1668 -- 1674 West Ogden Avenue, in an amount not to exceed $1,492,474, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Eight Million Seven Hundred Thirty-three Thousand Seven Hundred Seven Dollars ($8,733,707) (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, Year XXI, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City has received a notice of award of Six Million Three Hundred Thousand Dollars ($6,300,000) ("S.H.P. Funds") under the Supportive Housing Program (the "S.H.P. Program") of the United States Department of Housing and Urban Development ("H.U.D.") pursuant to an award letter dated July 10, 1995 from H.U.D., pursuant to which the City shall, inter alia, make loans for the acquisition and rehabilitation of permanent supportive housing for homeless persons with disabilities, and the S.H.P. Funds shall be administered by D.O.H.; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to The Cathedral Shelter of Chicago, an Illinois not-for-profit corporation (the "Borrower"), in an amount not to exceed One Million Four Hundred Ninety-two Thousand Four Hundred Seventy-four Dollars ($1,492,474) (the "Loan"), to be funded from Multi-Program Funds and/or S.H.P. Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made apart hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the additional financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the

"Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, including inter-creditor agreements, 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/or the S.H.P. Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

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

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

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

Exhibit "A".

Borrower:	The Cathedral Shelter of Chicago, an Illinois not-for-profit corporation.	
Project:	Acquisition and rehabilitation of a building located at 1660 -- 1666 West Ogden Avenue and the rehabilitation of a building located at 1668 -- 1674 West Ogden Avenue (together, the "Property") and of 27 dwelling units contained therein as studio and one- and two-bedroom units for low- and moderate-income families.	
Loan:	Source:	Multi-Program/S.H.P. Program.

Amount:		Not to exceed $1,492,474.
Term:		Not to exceed 32 years.
Interest:		0% per annum.
Security:		Non-recourse loan; first mortgage on the Property, subject to a leasehold mortgage in favor of Illinois Facilities Fund.

Additional Financing:

1.	Amount:	$500,000.
	Term:	15 years.
	Source:	Illinois Facilities Fund, or an entity acceptable to the Commissioner.
	Interest:	8.39% per annum for the first five years; thereafter, a rate calculated at 175 basis points over the interest rate charged on a United States Treasury obligation with a term similar to the term of the loan then remaining, adjusted every five years.
	Security:	Second mortgage on the Property and a leasehold mortgage on the commercial portion of the Property.
2.	Amount:	$333,333.
	Term:	40 years.
	Source:	Illinois Housing Development Authority ("I.H.D.A."), or an entity acceptable to the Commissioner.
	Interest:	0% per annum.
	Security:	Third mortgage on the Property.
3.	Amount:	$200,000.

Source: Federal Home Loan Bank grant from Argo Federal Savings Bank, F.S.B., or an entity acceptable to the Commissioner.

Interest: 0% per annum.

Security: Fourth mortgage on the Property.

4. Project-Based Assistance: Project-based financial assistance to the Borrower from H.U.D., under H.U.D.'s Shelter Plus Care Program, for a certain minimum number of units in the Property acceptable to the Commissioner.

5. Amount: $100,776.

6. Source: Borrower.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.
(Fees to purchase B-boxes and remote readouts are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

EVIDENCE OF INTENT FOR ISSUANCE OF SOLID WASTE DISPOSAL FACILITY REVENUE BONDS FOR GROOT INDUSTRIES.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the City's intent to issue Solid Waste Disposal Facility Revenue Bonds on behalf of Groot Industries, in an amount not to exceed $9,000,000, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City is authorized and empowered to issue solid waste disposal facility bonds for the purpose of financing costs associated with solid waste disposal facility projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, Groot Industries, Inc., a Delaware corporation (the "Borrower"), has proposed a certain solid waste disposal facility project consisting of (i) the expansion of the Borrower's existing permitted solid waste transfer station and (ii) the construction of a fifty thousand (50,000) square foot material recovery facility (the "Project") to be located at 6747 North Elmhurst Road in the City; and

WHEREAS, The Borrower has requested that the City issue solid waste disposal facility revenue bonds in the amount not to exceed Nine Million Dollars ($9,000,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute "official intent" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2; now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend the proceeds thereof to the Borrower for the purpose of financing the Project. The total amount of Bonds which the City intends to issue for the Project will not exceed Nine Million Dollars ($9,000,000).

SECTION 3. Certain costs will be incurred by the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Section 1.150-2.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage.

AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS FOR ACTIVE GRAPHICS, INC.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Industrial Development Revenue Bonds on behalf of Active Graphics, Inc., in an amount not to exceed $4,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 (the "Constitution") having a population in excess of twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of the Constitution, with the power to adopt ordinances and take actions relating to its government and affairs; and

WHEREAS, As a home rule unit of government under Section 6(a) of Article VII of the Constitution, the City is authorized and empowered to issue industrial development bonds for the purposes of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a) of Article VIII of the Constitution; and

WHEREAS, At the request of Active Graphics, Inc., an Illinois corporation (the "Obligor"), the City Council of the City has heretofore adopted an ordinance on May 17, 1995, in which the City Council of the City expressed its intent to issue its industrial development revenue bonds and to make a loan of the proceeds thereof to the Obligor, such proceeds to be applied by the Obligor to the payment, or reimbursement to the Obligor, of the costs of the acquisition and installation of equipment to a facility leased by the Obligor that is located at 1532 West Fulton Street, Chicago, Illinois, to enable the expansion of the Obligor's business (the "Project"); and

WHEREAS, In furtherance of the purposes of creating additional employment opportunities in the City through the attraction and expansion of economic development activity in the City, the City desires to issue and sell Four Million Five Hundred Thousand Dollars ($4,500,000) in aggregate principal amount of its Industrial Development Revenue Bonds (Active

Graphics, Inc. Project), Series 1995 (the "Bonds"), to pay, or reimburse the Obligor for, the costs of the Project and to pay the costs of issuance of the Bonds; and

WHEREAS, The Bonds will be issued under and secured by the Trust Indenture dated as of October 1, 1995 (the "Indenture"), from the City to American National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"); and

WHEREAS, Except to the extent payable from Bond proceeds or income from the temporary investment thereof or from money derived by the Trustee from draws upon the Letter of Credit, the Bonds shall be payable solely from the payments and other amounts received by the City pursuant to the Loan Agreement dated as of October 1, 1995 (the "Loan Agreement") between the City and the Obligor, and pursuant to the Obligor's promissory note dated as of October 1, 1995 (the "Promissory Note"), in the principal amount of the Bonds; and

WHEREAS, The Loan Agreement and the Promissory Note provide for the Obligor to make payments to the Trustee, as assignee of the City, at the times and in the amounts required for the timely payment, when due, of the principal of, premium, if any, and interest on, and the Purchase Price (as defined in the Indenture) of, the Bonds; and

WHEREAS, The Obligor will enter into a Reimbursement Agreement with NBD Bank, a Michigan banking corporation (the "Bank"), pursuant to which the Bank will issue its transferable irrevocable direct pay letter of credit (the "Letter of Credit") to secure the prompt payment of principal of and interest on the Bonds, whether due upon maturity, acceleration or mandatory redemption and the Purchase Price of Bonds tendered for purchase; and

WHEREAS, Bonds tendered for purchase will be remarketed by NBD Bank, N.A., Indianapolis, Indiana as remarketing agent (the "Remarketing Agent"), pursuant to a Remarketing Agreement between the Obligor and the Remarketing Agent; and

WHEREAS, Prior to the issuance of the Bonds, the City conducted a public hearing (the "Public Hearing") in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), at which hearing interested individuals had the opportunity to express their views, both orally and in writing, on the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, In order to promote the purposes of creating additional employment opportunities in the City through the attraction and expansion of economic development activity in the City through the issuance of the Bonds for the aforesaid purposes, it is now necessary, desirable and in the

best interest of the City to authorize the execution, delivery and/or use and distribution, as appropriate, of:

(1) the Indenture;

(2) the Loan Agreement;

(3) the assignment of the Promissory Note to the Trustee;

(4) the Placement Agreement with respect to the Bonds (the "Placement Agreement"), among the City, the Obligor and NBD Bank, N.A., as placement agent (the "Placement Agent");

(5) the Remarketing Agreement (the "Remarketing Agreement") by and between the Obligor and NBD Bank, N.A., as Remarketing Agent;

(6) the Preliminary Private Placement Memorandum (the "Preliminary Private Placement Memorandum") and the final Private Placement Memorandum (the "Private Placement Memorandum") prepared in connection with the placement of the Bonds; and

WHEREAS, Forms of the Indenture, the Loan Agreement, the Promissory Note, the Placement Agreement, the Remarketing Agreement and the Preliminary Private Placement Memorandum have been prepared and presented and are now before this meeting; now, therefore,

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

SECTION 1. Findings. The City Council finds that the issuance and sale of the Bonds and the loan of the proceeds thereof to the Obligor for application to the payment, or reimbursement to the Obligor, of the costs of the Project and the costs of issuance of the Bonds, will promote and further the purposes of the City as recited in the preambles of this ordinance.

SECTION 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell not to exceed Four Million Five Hundred Thousand Dollars ($4,500,000) aggregate principal amount of the Bonds in one of more series and at one or more times, not later than December 31, 1995. Receipt by the Trustee of payment for the Bonds shall constitute payment to the City of the purchase price for the Bonds.

The Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of One Hundred Thousand Dollars ($100,000) and any integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward. The Bonds shall be dated, except as otherwise provided in the Indenture, as of the first (1st) or the fifteenth (15th) day of the month during which the Bonds are issued on the preceding month. The Bonds shall mature

as provided in the related Indenture, but not later than ten (10) years from their date. Interest on the Bonds shall be payable as provided in the Indenture.

The Bonds of each series shall bear interest for the initial Rate Period (as defined in the Indenture) at the Weekly Rate set forth in the Indenture and thereafter at a rate per annum determined in accordance with the Indenture. The Bonds shall be subject to mandatory and optional redemption as provided in the Indenture.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the City payable solely from the amounts payable (the "Revenues") by the Obligor pursuant to the Loan Agreement, except as provided in the Indenture and the Loan Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof and shall be a valid claim of the respective owners thereof only against the Bond Fund under the Indenture and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture and the Loan Agreement. No owner of any of the Bonds shall have the right to compel any exercise of the taxing power of the City to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, against any past, present or future member, alderman, officer, employee or agent of the City, either directly or indirectly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, alderman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The City Council hereby finds that the issuance and sale of the Bonds will further the public purposes of the City as recited in the preambles of this ordinance.

SECTION 3. Authorization of the Loan. The City is hereby authorized to loan the proceeds from the sale of the Bonds to the Obligor (the "Loan") pursuant to the Loan Agreement, in an amount of Four Million Five Hundred Thousand Dollars ($4,500,000) such Loan to have such terms and conditions (including the terms and conditions set forth in the Promissory Note) as shall provide for the repayment of principal and interest in amounts sufficient to fully amortize the Loan over its term, all in accordance with the Loan Agreement and the Indenture presented to this meeting; provided,

however, that the making of the Loan shall be subject to the issuance and delivery of the Bonds and the delivery of the Letter of Credit by the Bank in favor to the Trustee.

SECTION 4. Authorization of the Indenture. The Indenture, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall pledge and assign certain of its rights under the Loan Agreement to the Trustee for the benefit of the owners of the Bonds upon the terms and conditions as set forth in the form of Indenture, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Indenture on behalf of the City with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 5. Authorization of the Loan Agreement and the Promissory Note. The Loan Agreement and the Promissory Note, in substantially the forms presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall loan the proceeds of the Bonds to the Obligor to be used to finance the costs of the Project upon the terms and conditions as set forth in said forms of Loan Agreement and Promissory Note, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Loan Agreement and assign the Promissory Note with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 6. Limited Obligations. When the Bonds are executed, authenticated and delivered in accordance with this ordinance and the Indenture, the Bonds shall be the legal, valid and binding limited obligations of the City, payable solely from the revenues received by the City pursuant to the Loan Agreement, the Promissory Note, the proceeds of draws upon the Letter of Credit and other amounts on deposit with the Trustee pursuant to the Indenture. The Bonds shall never constitute a general obligation of the City or an indebtedness of the City thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

SECTION 7. Appointment of the Trustee, the Tender Agent and the Remarketing Agent. American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby designated and appointed as Trustee, Paying Agent and Registrar for the Bonds and as Tender Agent for the Bonds, and NBD Bank, N.A., Indianapolis, Indiana, is hereby designated and appointed as the Remarketing Agent for the Bonds.

SECTION 8. Authorization of the Placement Agreement. The Placement Agreement, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall issue and sell the Bonds upon the terms and conditions as set forth in said form of Placement Agreement, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Chief Financial Officer of the City or the City Comptroller is hereby authorized to execute and deliver the Placement Agreement, with such changes therein as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 9. Authorization of the Remarketing Agreement. The Remarketing Agreement, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the Remarketing Agent will remarket Bonds tendered for purchase upon the terms and conditions as set forth in said form of Remarketing Agreement, submitted to and reviewed by the City Council on the date hereof, is hereby approved, with such changes as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable.

SECTION 10. Approval of Bonds; Execution of Bonds and Documents. The forms of the Bonds set forth in the Indenture presented to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture (as executed) or the ordinance be, and the same hereby are, approved, and when the same shall be executed on behalf of the City in the manner contemplated by the Indenture and this ordinance they shall represent the approved forms of the Bonds of the City. The Mayor, the Chief Financial Officer or the City Comptroller of the City is hereby authorized and directed to cause the Bonds to be prepared in the forms now before this meeting and hereby approved subject to appropriate insertion and revisions in order to comply with the provisions of the Indenture (as executed) and this ordinance. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor, the Chief Financial Officer or the City Comptroller and shall be attested with the manual or facsimile signature of the City Clerk and the corporate seal of the City or facsimile thereof shall be imprinted or impressed on each Bond. The Mayor, the Chief Financial Officer, the City Comptroller or the City Clerk of the City is hereby authorized and directed to deliver the Bonds to the Trustee for authentication, as so executed, for and on behalf of, and as the act and deed of, the City in the manner provided in the Indenture, as executed, and the Trustee is hereby required to authenticate the Bonds in accordance with the Indenture.

If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered

with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 11. Authorization of the Preliminary Private Placement Memorandum and the Private Placement Memorandum. The draft of the Preliminary Private Placement Memorandum which is now before this meeting is hereby approved and the use and distribution of the Preliminary Private Placement Memorandum and the Private Placement Memorandum by the Placement Agent in connection with the marketing and sale of the Bonds is hereby approved. The Preliminary Private Placement Memorandum and the Private Placement Memorandum shall be in substantially the form of the draft of the Preliminary Private Placement Memorandum presented to this meeting and filed with this ordinance in the records of the City Council, and submitted to and reviewed by the City Council on the date hereof with such changes as the Chief Financial Officer of the City or the City Comptroller, as the case may be, shall deem advisable.

SECTION 12. Administrative Fee. The City's Administrative Fee with respect to the Project, as payable from the proceeds of the Bonds, is hereby appropriated in the amount of one-tenth of one percent (0.1%) of the original principal amount of such Bonds. Such fee shall be used by the Department of Planning and Development for administrative expenses and economic development activities.

SECTION 13. Additional Actions. The Mayor, the Chief Financial Officer of the City, the City Comptroller and the City Clerk be, and each of them hereby is, authorized to execute and deliver such documents, certificates and undertakings of the City, including, but not limited to, the documents described herein, and to take such other actions as may be required in connection with the execution, delivery, performance, assignment, distribution and/or use, as appropriate, of the Indenture, the Loan Agreement, the Promissory Note, the Placement Agreement and the Private Placement Memorandum, as authorized by this ordinance.

SECTION 14. Actions Ratified. All acts of the officers, employees and agents of the City which are in conformity with the purposes and intent of this ordinance are hereby, in all respects, ratified, approved and confirmed.

SECTION 15. Ten Million Dollars Election. The City hereby elects to apply the provisions of Section 144(a)(4) of the Code to the Bonds, and the Chief Financial Officer of the City or the City Comptroller of the City are hereby authorized to execute and file, in the name, for and on behalf of the City, such documents as may be necessary or appropriate to effect said election.

SECTION 16. Provisions of Ordinance Separable. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision hereof shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this ordinance.

SECTION 17. Information Return for Private Activity Bond Issues on Form 8038. The Chief Financial Officer of the City or the City Comptroller of the City is hereby authorized and directed to cause to be prepared an Information Return for Private Activity Bond Issues on Form 8038 with respect to the Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 149(e) of the Code, and Treasury Regulations Section 1.149(e)-1, any such Form 8038 to be based upon information the accuracy of which has been certified by the Obligor.

SECTION 18. Inconsistent Ordinances, Resolutions and Orders. To the extent that any ordinances, resolutions and orders, or parts thereof, conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

SECTION 19. Ordinance Irrepealable. After the Bonds of any series are issued, this ordinance shall be and remain irrepealable until such Bonds and the premium, if any, and interest thereon shall have been fully paid, cancelled and discharged.

SECTION 20. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval, as by law provided.

Trust Indenture, Loan Agreement, Placement Agreement, Remarketing Agreement and Preliminary Private Placement Memorandum referred to in this ordinance read as follows:

Trust Indenture

City Of Chicago, Illinois

And

American National Bank And Trust Company Of Chicago,
As Trustee

Relating To:

$4,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bonds

(Active Graphics, Inc. Project)

Series 1995.

Dated As Of October 1, 1995.

This Trust Indenture ("Indenture") dated as of the first day of October, 1995, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (the "Issuer"), and American National Bank and Trust Company of Chicago, a national banking association, as trustee, and its successor in trust and its assignees (the "Trustee"); and

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, The Issuer is authorized pursuant to its powers as a home rule unit of government to issue its Industrial Development Revenue Bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the Constitution of the State of Illinois; and

Whereas, The Issuer has agreed to issue its Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995, in the aggregate principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000) (the "Series 1995 Bonds"), and to lend the proceeds of the sale of the Series 1995 Bonds to Active Graphics, Inc., an Illinois corporation (the "Obligor"), to enable the Obligor to finance a portion of the acquisition and installation of certain equipment for a manufacturing facility (the "Project"); and

Whereas, The Issuer and Obligor are concurrently entering into a Loan Agreement, dated as of October 1, 1995 (the "Loan Agreement"), pursuant to which the Issuer will agree to lend the proceeds of the Series 1995 Bonds to the Obligor and the Obligor will agree to make payments sufficient to pay the principal and Purchase Price (as hereinafter defined) of, and redemption premium, if any, and interest on, the Series 1995 Bonds as the same become due and payable and to pay administrative expenses in connection with the Series 1995 Bonds; and

Whereas, As security for the payment of the Series 1995 Bonds and any Additional Bonds (as hereinafter defined) issued pursuant to this Indenture, the Issuer has agreed to assign and pledge to the Trustee, the Security (as hereinafter defined); and

Whereas, NBD Bank, a Michigan banking corporation (the "Bank"), will issue a Letter of Credit (as hereinafter defined) in favor of the Trustee, for the account of the Obligor, obligating the Bank to pay to the Trustee during the periods described therein, upon request and in accordance with the terms thereof, the amounts described therein for the purpose of making certain payments on or with respect to the Series 1995 Bonds (other than Series 1995 Bonds registered in the name of the Obligor or the Bank, which Series 1995 Bonds shall not be entitled to any benefit of the Letter of Credit); and

Whereas, All things necessary to make the Series 1995 Bonds, when authenticated by the Trustee and issued and delivered as in this Indenture provided, the legal, valid, binding and enforceable limited obligations of the Issuer, according to the import thereof, and to create a valid assignment and pledge of the security to the payment of the Series 1995 Bonds have been done and performed, and the execution and delivery of this Indenture and the execution, issuance and delivery of the Series 1995 Bonds, subject to the terms hereof, have in all respects been authorized;

Now, Therefore, In consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

Article I.

Definitions.

All terms used herein which are not defined herein but are defined in the Loan Agreement identified below shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part hereof. In addition to terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent and such definitions shall

be equally applicable to both the singular and plural forms of the terms and words herein defined:

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Issuer, the Obligor, or any Insider of the Obligor or the Issuer under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Additional Bonds" means the Bonds authorized to be issued pursuant to Section 220 of this Indenture.

"Alternate Letter of Credit" means an irrevocable letter of credit delivered to, and accepted by, the Trustee pursuant to Section 3.7 of the Loan Agreement, including any amendment, reissuance, replacement, renewal or extension thereof.

"Authorized Denomination" means (a) prior to the Conversion Date, One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and (b) on or after the Conversion Date, Five Thousand Dollars ($5,000) or any integral multiple thereof.

"Bank" means NBD Bank, a Michigan banking corporation, as the issuer of the Original Letter of Credit, its successor and their assigns, and, upon the acceptance of any Alternate Letter of Credit by the Trustee as provided herein, the issuer of such Alternate Letter of Credit, its successors and their assigns.

"Bank Reimbursement Fund" means the fund created by Section 408 of this Indenture.

"Beneficial Owner" means, when a Letter of Representations is in effect, the owner of a Bond or portion thereof for federal income tax purposes.

"Bond" or "Bonds" means the Series 1995 Bonds and any Additional Bonds.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the Issuer and experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

"Bond Fund" means the fund created by Section 401 of this Indenture.

"Bondholder" or "holder" means the record owner of any Bond.

"Bond Ordinance" means the ordinance adopted by the City Council of the Issuer on _____, 1995, authorizing and approving the issuance and sale of the Series 1995 Bonds pursuant to this Indenture.

"Bond Purchase Fund" means the fund created by Section 403 of this Indenture.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the Remarketing Agent is located or the office of the Bank at which action is to be taken to realize moneys under the Letter of Credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

"Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from and including the Issue Date to and including the following Wednesday.

"Code" means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed) promulgated thereunder and under the Internal Revenue Code of 1954, as amended.

"Computation Date" means the date which is five (5) Business Days prior to the Conversion Date.

"Conversion Date" means the day on which the interest rate(s) on the Series 1995 Bonds shall be converted from the Variable Rate to the Fixed Rate in accordance with Section 204 (or, with respect to the Conversion Date, being an Interest Payment Date or to notices, time periods and requirements in connection with the proceedings for such conversion, the day on which it is proposed that such conversion occur).

"Conversion Notice" means the notice given by the Obligor of its intent to convert the interest rate(s) on the Series 1995 Bonds to the Fixed Rate pursuant to Section 204(a)(1) hereof.

"Costs of the Project" shall have the meaning specified in the Loan Agreement.

"Counsel" means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Current Account" means the account within the Bond Fund established pursuant to Section 401 of this Indenture.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book-entry system to record ownership of book-entry interests

in Bonds, and to effect transfers of book-entry interests in Bonds in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Determination of Taxability" means a determination that the interest income on any of the Bonds is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) The day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the Obligor, or upon any review or audit of the Obligor, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of any owner or former owner or beneficial owner thereof;

(b) The day on which the Obligor receives notice from the Trustee in writing that the Trustee has been advised in writing by any owner or former owner or beneficial owner of a Bond that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such owner or former owner or beneficial owner which asserts in effect that the interest on the Bonds received by such owner or former owner or beneficial owner is includable in the gross income of such owner or former owner or beneficial owner;

(c) the day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of any owner or former owner or beneficial owner of a Bond;

(d) the day on which the Obligor is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Obligor has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of any owner or former owner or beneficial owner of a Bond; or

(e) the date specified in a written opinion to the Obligor from Bond Counsel as the day on which interest on the Bonds first became or will become includable in the gross income of any owner or former owner or beneficial owner of a Bond;

provided, however, (i) no Determination of Taxability shall occur if the interest on any of the Bonds is included in gross income for federal income tax purposes solely because such Bond was held by a Person who is a Substantial User or a Related Person, and (ii) no Determination of Taxability shall occur under subparagraph (a), (b) or (c) of this paragraph unless the Obligor has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Trustee, the Issuer and the Bank, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b) or (c) of this paragraph, with an opinion of Bond Counsel to the effect that there is a reasonable likelihood that the Obligor will prevail in such contest, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Obligor shall promptly notify the Trustee and the Issuer of any event described in subparagraph (a), (c), (d) or (e) of this paragraph and shall further promptly notify the Trustee and the Issuer of any final determination if the Obligor has contested under subparagraph (a), (b) or (c) of this paragraph. The Obligor shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of any owner or former owner or beneficial owner of a Bond to judgment and through any appeals therefrom or other proceedings related thereto.

"Eligible Funds" means moneys held by the Trustee which consist of any of the following:

(a) proceeds from the remarketing by the Remarketing Agent of Bonds delivered for purchase pursuant to Section 205 hereof that have not been commingled with other funds that do not constitute Eligible Funds; provided that such proceeds were not received from the Issuer, the Obligor, or any Insider of the Obligor or the Issuer;

(b) the proceeds of moneys deposited for refunding purposes to the extent permitted by the terms hereof, which have been held by the Trustee in the Bond Fund or any separate escrow or other account in which no other moneys are held for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified to the Trustee by the Obligor and the Issuer;

(c) amounts deposited in the Bond Fund or the Bond Purchase Fund, as the case may be, or transferred into the Bond Fund from the Project Fund which have been held by the Trustee in the Bond Fund or the Bond Purchase Fund, as the case may be, and which have not been, commingled with other funds which do not constitute Eligible Funds, for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified, to the Trustee by the Obligor and the Issuer;

(d) amounts paid by the Bank to the Trustee under the Letter of Credit;

(e) amounts derived from the investment of money described in clauses (a), (b), (c) and (d) above; or

(f) moneys with respect to which the Trustee has received an unqualified opinion of nationally recognized counsel familiar with bankruptcy matters to the effect that payment of such proceeds to the Bondholders would not constitute a voidable preference under Section 547 of the Bankruptcy Code in the event of the filing of a petition thereunder by or against the Issuer or the Obligor or any Insider of the Issuer or the Obligor.

Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Pledged Bonds, the term "Eligible Funds" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys realized under the Letter of Credit.

"Event of Default" means any of the events specified in Section 601 hereof.

"Financing Statements" means any and all financing statements (including continuation statements) or other instruments filed or recorded to perfect the security interests created in this Indenture.

"First Optional Redemption Date" means the October 1 occurring in the year which is the number of years after the Conversion Date equal to the number of years between the October 1 immediately following the Conversion Date (unless the Conversion Date is October 1, in which case from such October 1) and October 1, 2005 multiplied by one-half (1/2) and rounded up to the nearest whole number.

"Fixed Rate" means the Fixed Rate for each Series 1995 Bond established in accordance with Sections 203 and 204 hereof.

"Fixed Rate Period" means the period from and including the Conversion Date to and including the date of payment in full of the Series 1995 Bonds.

"Fixed Rate Tender Date" means the date which is one (1) Business Day prior to the Conversion Date.

"Government Obligations" means obligations of the United States of America or its agencies or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States of America or its agencies.

"Government Obligations Funds" means funds which are composed solely of Government Obligations.

"Immediate Notice" means notice by telephone, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in Section 904 hereof or such other phone number or address as the addressee shall have directed in writing, promptly followed by written notice by overnight carrier or delivery service, expenses prepaid, to such addresses.

"Indenture" means this Indenture, as amended or supplemented from time to time as permitted hereby.

"Insider" means an "insider" as defined in the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation (the "Bankruptcy Code").

"Interest Payment Date" means (i) during the Variable Rate Period, each January 1, April 1, July 1 and October 1, commencing January 1, 1996, (ii) the Conversion Date, and (iii) following the Conversion Date, each April 1 and October 1.

"Issue Date" means the date on which the Series 1995 Bonds are delivered to the purchaser or purchasers thereof upon original issuance.

"Issuer" means the City of Chicago, Illinois, or any successor to its rights and obligations under the Loan Agreement and this Indenture.

"Letter of Credit" means the Original Letter of Credit or, upon acceptance by the Trustee of any Alternate Letter of Credit in accordance with Section 3.7 of the Loan Agreement, such Alternate Letter of Credit, provided, that, for purposes of drawing on the Letter of Credit on a Mandatory Purchase Date, "Letter of Credit" shall mean the Letter of Credit in effect immediately prior to the acceptance of any Alternate Letter of Credit which is to be effective on such Mandatory Purchase Date.

"Letter of Representations" means the Letter of Representations dated the Issue Date among the Issuer, the Trustee, the Remarketing Agent and the Depository Trust Company, substantially in the form of (Sub)Exhibit E hereto, and any similar agreement with respect to a successor Depository.

"Loan Agreement" means the Loan Agreement dated as of October 1, 1995, between the Issuer and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby.

"Loan Repayments" means all amounts required to be paid by the Obligor to the Issuer (and the Trustee as the assignee of the Issuer) pursuant to the Promissory Note and Section 3.2 of the Loan Agreement.

"Mandatory Purchase Date" means the effective date of an Alternate Letter of Credit on which the Series 1995 Bonds are required to be purchased in accordance with Section 205(d) hereof.

"Mandatory Purchase Tender Date" means the date which is one (1) Business Day prior to a Mandatory Purchase Date.

"Obligor" means Active Graphics, Inc., an Illinois corporation, which is the borrower from the Issuer under the Loan Agreement, and its successors and assigns.

"Optional Tender Date" means any Business Day during the Variable Rate Period on which Series 1995 Bonds are required to be purchased by the Trustee at the option of the holder thereof in accordance with Section 205(a) hereof.

"Original Letter of Credit" means the letter of credit issued by the Bank to the Trustee on the Issue Date, which is scheduled to expire not earlier than October 15, 2005, including any amendment, reissuance, replacement, renewal or extension thereof.

"Outstanding", when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Trustee hereunder, except:

(a) Bonds cancelled or delivered for cancellation at or prior to such date;

(b) Bonds deemed to be paid in accordance with Section 502 hereof;

(c) Bonds in lieu of which others have been authenticated under Sections 212, 213 and 214 hereof;

(d) untendered Bonds; and

(e) for purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the holders of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer or the Obligor, except that for purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being Outstanding only Bonds known by the Trustee by actual notice thereof to be so held.

"Participants" means securities brokers and dealers, banks, trust companies and clearing corporations which participate in the Depository with respect to the Bonds.

"Permitted Investments" means any of the following which are not prohibited under applicable law:

(i) Government Obligations;

(ii) obligations of a state of the United States, the District of Columbia or any possession of the United States, or any political subdivision thereof, which are described in Section 103(a) of the Code and are rated in one of the highest three major grades at the time of purchase as determined by at least one national rating service or are secured, as to payments of principal and interest, by a letter of credit provided by a financial institution or insurance provided by a bond insurance company which itself or its debt is rated in one of the highest three major grades as determined by at least one national rating service;

(iii) banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, savings bank, credit union or other financial institution whose deposits are, as appropriate, insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or any successor entities and whose reported capital and surplus equal at least Fifty Million Dollars ($50,000,000); provided, however, that the Fifty Million Dollars ($50,000,000) capital and surplus requirement will not apply to any financial institution owned by N.B.D. Bancorp, Inc.;

(iv) commercial paper rated at the time of purchase within the two highest classifications established by not less than two national rating services, and which matures within two hundred seventy (270) days after the date of issue;

(v) repurchase agreements against obligations itemized in paragraph (i) above which must be executed by a bank or a trust company or by members of the Association of Primary Dealers or other recognized dealers in United States securities, the market value of which must be maintained at levels at least equal to the amounts advanced and which must be held in the custody of the Trustee or the Trustee's agent;

(vi) any fund or other pooling arrangement which exclusively purchases and holds the investments itemized in (i) through (v) above; or

(vii) an investment agreement or guaranteed investment contract with a provider whose unsecured long-term debt is rated within the two highest rating classifications at the time of purchase established by at least one national rating service or an investment agreement or guaranteed investment contract which is guaranteed by an entity meeting the provider requirements described in this subparagraph (vii).

"Person" means any natural person, firm, partnership, association, corporation, or public body.

"Placement Agreement" means the Placement Agreement, dated as of October 1, 1995, among NBD Bank, N.A., the Issuer and the Obligor.

"Pledge Agreement" means the Pledge and Security Agreement dated as of October 1, 1995 among the Obligor, the Trustee and the Bank.

"Pledged Bonds" means Series 1995 Bonds purchased by the Trustee with payments made under the Letter of Credit as described in Section 205(f)(ii) hereof and registered in the name of the Obligor or its nominee and held by the Trustee as agent for the Bank pursuant to the provisions of the Pledge Agreement, until such time as such Bonds are remarketed by the Remarketing Agent.

"Project" means the acquisition and installation of equipment in a manufacturing facility, all as more fully described in attached (Sub)Exhibit D to the Loan Agreement.

"Project Fund" means the fund created by Section 402 of this Indenture.

"Promissory Note" means the Promissory Note given by the Obligor pursuant to the Loan Agreement, in the form of attached (Sub)Exhibit C to the Loan Agreement, as the same may be amended, modified or supplemented in accordance with the terms of the Loan Agreement.

"Purchase Date" shall have the meaning set forth in Section 206(a) hereof.

"Purchase Price" means one hundred percent (100%) of the principal amount of the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) to be purchased pursuant to the provisions of Section 205 hereof plus, in the case of tender for purchase pursuant to Section 205(a), (c) or (d) hereof, accrued interest, if any, thereon to the Optional Tender Date, Conversion Date or Mandatory Purchase Date, as the case may be.

"Rating Agency" means Moody's Investor Services, Inc., or Standard & Poor's Corporation, or their successors and assigns, and, if both such corporations shall be dissolved or liquidated or shall no longer perform the

functions of a securities rating agency, "Rating Agency" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligor with the approval of the Remarketing Agent, by notice to the Issuer, the Bank, the Trustee and the Remarketing Agent.

"Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, regardless whether such day is a Business Day.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the registration books of the Issuer maintained by the Trustee for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means the Reimbursement Agreement, dated as of October 1, 1995, between the Bank and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby, and any similar agreement with respect to an Alternate Letter of Credit.

"Related Person", with reference to any Substantial User, means a "related person" within the meaning of Section 147(a) of the Code, and, with reference to any Principal User, means a "related person" within the meaning of Section 144(a)(3) of the Code.

"Remarketing Agent" means the Remarketing Agent appointed and serving in such capacity under Section 711 hereof.

"Replacement Bonds" means Bonds issued pursuant to Section 214 hereof.

"Security" means the revenues (including Loan Repayments), funds, rights and interests specified in Section 301 of this Indenture.

"Security Interest" or "Security Interests" refer to the security interests created herein and shall have the meanings set forth in the U.C.C..

"Series 1995 Bonds" means the Bonds authorized to be issued pursuant to Sections 201 and 202 hereof.

"State" means the State of Illinois.

"Substantial User" means, with respect to any "facilities" (as the term "facilities" is used in Section 147(a) of the Code), a "substantial user" of such "facilities" within the meaning of Section 147(a) of the Code.

"Surplus Bond Proceeds" means all moneys in the Project Fund designated as such to the Trustee in the completion certificate signed by the Obligor substantially in the form of (Sub)Exhibit A attached to the Loan Agreement and any moneys earned thereon remaining after the Trustee's receipt of such certificate.

"Trustee" means American National Bank and Trust Company of Chicago, and any permitted successor trustee under Article VII of this Indenture.

"U.C.C." means the Uniform Commercial Code of the State as now or hereafter amended, whether or not such code is applicable to the parties or the transaction.

"Untendered Bonds" means Untendered Bonds as defined in subsections (a) and (e) of Section 205.

"Variable Rate" means the interest rate on each Series 1995 Bond established pursuant to Section 203(b) hereof.

"Variable Rate Period" means the period from and including the Issue Date to the earlier of (i) the Conversion Date or (ii) the day of payment in full of the Series 1995 Bonds.

Article II.

The Bonds.

Section 201. Authorized Amount Of Series 1995 Bonds.

No Series 1995 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Pursuant to the Bond Ordinance, the total principal amount of Series 1995 Bonds that may be issued and outstanding hereunder is expressly limited to Four Million Five Hundred Thousand Dollars ($4,500,000), subject to the provisions of Sections 212, 213 and 214.

Section 202. Issuance Of Series 1995 Bonds.

The Series 1995 Bonds (i) shall be designated "City of Chicago Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995", (ii) shall be dated the Issue Date, (iii) shall bear interest from the date thereof or such later date to which interest has been paid (including with respect to Series 1995 Bonds so tendered, a Mandatory Purchase Date, Conversion Date or Optional Tender Date), until paid, at the rates set forth

in Section 203 (computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year of twelve (12) thirty (30) day months thereafter, and (iv) shall mature, unless sooner paid, on October 1, 2005.

The Series 1995 Bonds shall be issued as registered bonds without coupons and shall be issued prior to the Conversion Date in the denomination of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and on and after the Conversion Date in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. The Series 1995 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Trustee.

The principal of and the redemption premium, if any, and the interest on the Series 1995 Bonds shall be payable in lawful money of the United States of America. The principal of and redemption premium, if any, on the Series 1995 Bonds and the Purchase Price of the Series 1995 Bonds shall be payable at the principal corporate trust office of the Trustee. The interest on the Series 1995 Bonds shall be paid by check or draft mailed by the Trustee to the Persons in whose names the Series 1995 Bonds are registered on the registration books maintained by the Trustee at the close of business on the Record Date next preceding each Interest Payment Date; provided, however, (i) any registered holder of Series 1995 Bonds in the aggregate principal amount of One Million Dollars ($1,000,000) or more as of the close of business on the Record Date preceding any Interest Payment Date may, by prior written instructions filed with the Trustee on or before the second (2nd) Business Day preceding such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), instruct that interest payments for any period be made by wire transfer to any bank located in the continental United States, and (ii) interest accruing on any Pledged Bonds since the immediately prior Interest Payment Date shall be paid by the Trustee to the Bank pursuant to the terms of the Pledge Agreement.

If any payment of interest or principal or redemption premium on the Series 1995 Bonds is due on a date not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

The provisions of the Series 1995 Bonds shall control to the extent of any conflict with the provisions hereof.

Section 203. Interest Rates On Series 1995 Bonds.

(a) The Series 1995 Bonds shall bear interest as provided herein from the Issue Date to the date of payment in full of the Series 1995 Bonds. Interest

accrued on the Series 1995 Bonds shall be paid on each Interest Payment Date. The interest rate on the Series 1995 Bonds will be determined as provided in this section, provided that the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law and, provided further, the Fixed Rate shall not exceed the maximum rate permitted by applicable law. Interest on the Series 1995 Bonds will be payable at the Variable Rate from the Issue Date until the earlier of the Conversion Date or the date of payment in full of the Series 1995 Bonds.

(b) The Variable Rate on the Issue Date and through and including the first Wednesday following the Issue Date shall be ____% per annum. Thereafter, during the Variable Rate Period, the Variable Rate shall be determined by the Remarketing Agent by 3:00 P.M., Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week and shall be the rate of interest which, if borne by the Series 1995 Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Series 1995 Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. If no Remarketing Agent shall be serving hereunder, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if such Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for any Series 1995 Bond for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent for such Series 1995 Bond as aforesaid.

(c) The Series 1995 Bonds shall bear interest at the Fixed Rate during the Fixed Rate Period. The Fixed Rate for the Series 1995 Bonds shall be determined by the Remarketing Agent on the Computation Date and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Series 1995 Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Series 1995 Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed

Rate by the close of business on the Computation Date, the Series 1995 Bonds shall continue to bear interest at the Variable Rate determined in accordance with Section 203(b) hereof. The Fixed Rate for the Series 1995 Bonds shall be set forth in a written notice of the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) sent to the Obligor, the Issuer and the Trustee by the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) on the Computation Date.

(d) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustee, the Remarketing Agent and the Bondholders.

(e) In determining the interest rate that the Series 1995 Bonds shall bear as provided in this section, neither the Remarketing Agent nor the Trustee shall have any liability to the Issuer, the Obligor, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

(f) The Remarketing Agent shall give the Trustee, the Obligor and the Bank prompt telephonic notice by 3:00 P.M. Chicago, Illinois time on the date of determination confirmed in writing, of the Variable Rate for each Calendar Week as determined pursuant to Section 203(b) hereof. Any other change in the Variable Rate with respect to any Series 1995 Bond or Bonds shall be communicated promptly by the Remarketing Agent to the Trustee, the Obligor and the Bank, via telephonic notice and confirmed in writing, by 3:00 P.M. Chicago, Illinois time on the day on which such change is determined by the Remarketing Agent. Any Bondholder may request the Variable Rate with respect to any Series 1995 Bond or Bonds from the Trustee, the Remarketing Agent or the Bank. If a Letter of Representations is in effect, the Trustee and the Remarking Agent shall notify the Depository of the amount of interest to be paid on each Interest Payment Date in accordance with the Letter of Representations.

Section 204. Conversion Of Interest Rate On Series 1995 Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Series 1995 Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustee, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day during the Variable Rate Period, of (i) a notice (the "Conversion Notice") stating that the Obligor intends to convert the interest rate(s) on the Series 1995 Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first (1st) Business Day of the second (2nd) calendar month after the calendar month during which the Trustee receives the Conversion Notice; (ii) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank

to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement; and (iii) a written agreement by any Person who is an "Obligated Person" (as defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission) to make all such disclosures as are required by such Rule 15c2-12; and (iv) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (i) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Series 1995 Bonds will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (ii) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement.

(b) Upon receipt from the Obligor of a Conversion Notice and an opinion of Bond Counsel described in Section 204(a)(1) hereof, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders as provided in Section 904, which notice shall be in substantially the form of notice attached hereto as (Sub)Exhibit A. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Obligor and the issuer of the Letter of Credit which will secure the Fixed Rate Bonds.

(c) If the Trustee receives written notification from the Obligor by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of its decision not to elect the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, the supplemental opinion of Bond Counsel as required by subsection (a)(2) of this section, the interest rate on the Series 1995 Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Series 1995 Bonds shall continue to bear interest at the Variable Rate. In such event, Series 1995 Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of Section 205(f) hereof. Further, the Issuer, the Obligor, the Trustee and the Bondholders, other than those Bondholders whose Series

1995 Bonds were tendered (or deemed tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights hereunder with respect to the Series 1995 Bonds, and all rights of the Issuer, the Trustee and the Obligor hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Series 1995 Bonds had been taken. The Trustee shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Series 1995 Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Series 1995 Bonds shall occur under this section if at the time of such conversion an Event of Default shall have occurred hereunder and be continuing with respect to the Series 1995 Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to Section 205(d).

(f) The Series 1995 Bonds shall not be subject to purchase as provided in Section 205 after the Conversion Date.

Section 205. Tender Of Series 1995 Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Series 1995 Bonds shall have the right to tender any Series 1995 Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof) to the Trustee as tender agent for purchase at the Purchase Price on any Optional Tender Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof of an irrevocable written notice (such notice may be delivered by facsimile, with an original executed notice promptly sent by first class mail) in substantially the form of (Sub)Exhibit I to the Form of Variable Rate Bond attached hereto as (Sub)Exhibit C at least seven (7) days prior to the Optional Tender Date (and if a Letter of Representations is then in effect, such notice of tender may be given, or caused to be given, by any Beneficial Owner of Bonds (through its Participant in the Depository) to the Trustee), in which event the Trustee shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice. If a Letter of Representations is in effect, a Beneficial Owner of Bonds shall effect delivery of Bonds in accordance with this Section 205 by causing its Participants in the Depository to transfer its interest in the Bonds (equal to such Beneficial Owner's interest) on the records of the Depository to the participant account of the Trustee with the Depository and the requirement for physical delivery of the Bonds hereunder shall be deemed

satisfied when the ownership rights in the Bonds are transferred by Participants on the records of the Depository; and

(2) delivery of such Series 1995 Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Series 1995 Bond (or portion thereof in an Authorized Denomination) shall be purchased unless the Series 1995 Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Series 1995 Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date in accordance with this subsection (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to deliver such Bond or Bonds (or portion thereof as aforesaid) to the Trustee as tender agent on or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date, such Series 1995 Bond or Bonds (or portion thereof as aforesaid) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest therein and shall constitute and represent only the right to the payment of the Purchase Price payable on the Optional Tender Date. The foregoing shall not limit the entitlement of any bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest on such Optional Tender Date.

(b) Any Series 1995 Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occuring after the date notice is given by the Trustee to the Bondholders as provided in Section 204(b) hereof through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to subsection (c) of this section.

(c) Upon any conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate, the owners of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof on or before the Fixed Rate Tender Date for purchase on the Conversion Date at the Purchase Price, except for any Series 1995 Bond or Bonds (or portions thereof in Authorized

Denominations) the owner of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof at least ten (10) business days prior to the Conversion Date an irrevocable written notice in substantially the form of (Sub)Exhibit II to the form of Variable Rate Series 1995 Bond attached hereto as (Sub)Exhibit C. If a Letter of Representations is in effect, a Beneficial Owner of Bonds shall affect delivery of Bonds in accordance with this Section 205 by causing its Participants in the Depository to transfer its interest in the Bonds (equal to such Beneficial Owner's interest) on the records of the Depository to the participant account of the Trustee with the Depository and the requirement for physical delivery of the Bonds hereunder shall be deemed satisfied when the ownership rights in the Bonds are transferred by Participants on the records of the Depository.

(d) During the Variable Rate Period, the Series 1995 Bonds shall be subject to purchase on each Mandatory Purchase Date as hereinafter provided:

(1) If the Obligor delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank), except those Series 1995 Bonds which the holder thereof elects not to tender pursuant to clause (4) of this subsection (d), to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 904 hereof on or before the applicable Mandatory Purchase Tender Date for purchase on the applicable Mandatory Purchase Date at the Purchase Price. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on an October 15, then the Series 1995 Bonds will be called for special mandatory redemption pursuant to the provisions of Section 217(c) hereof.

(2) Upon the Series 1995 Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1) above, give telephonic notice to the Remarketing Agent and the Bank and give notice by certified mail to the Bondholders, which notice shall be in substantially the form of notice attached hereto as (Sub)Exhibit B. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit.

(3) The Series 1995 Bonds shall be tendered for purchase as provided in this subsection (d), except for any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 904 hereof at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III to the form of Variable Rate Series 1995 Bond attached hereto as (Sub)Exhibit C.

(4) If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default hereunder and the payment of the principal of and interest on the Series 1995 Bonds shall be declared due and payable pursuant to Section 602 hereof.

(e) Any election by a Bondholder to retain any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and not to tender such Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with subsection (c) or (d), shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to give notice of such an election with respect to any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and thereafter fails to deliver such Series 1995 Bond or Bonds to the Trustee as tender agent on or before the Fixed Rate Tender Date or Mandatory Purchase Tender Date, as the case may be, as required by subsection (c) or (d), such Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date or Mandatory Purchase Date, as the case may be, an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of Purchase Price payable on or after the Conversion Date or Mandatory Purchase Date, as the case may be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Series 1995 Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Series 1995 Bonds to be retained on each such date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, there shall be purchased (but solely from funds received by the Trustee in accordance with the terms hereof) the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with this section at the Purchase Price. Funds for the payment of the Purchase Price shall be paid by the Trustee solely from the following sources and in the following order of priority:

(i) proceeds of the remarketing of such tendered Series 1995 Bonds pursuant to Section 206 which constitute Eligible Funds and which have been delivered to the Trustee;

(ii) moneys drawn under the Letter of Credit by the Trustee pursuant to clause (ii) of Section 308(a); and

(iii) any other moneys furnished by the Obligor for purchase of Series 1995 Bonds.

Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased as provided above shall be delivered as provided in Section 207. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge thereof, a new Bond or Bonds as provided in Section 213 of this Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or not deemed to have been tendered for purchase.

(g) With respect to any Untendered Bond, the Trustee shall do the following:

(i) promptly notify by first class mail the holder of such Untendered Bond that:

(A) the Untendered Bond is no longer Outstanding; and

(B) funds equal to the applicable Purchase Price for such Bond are being held on behalf of such holder, without interest, in the Bond Purchase Fund;

(ii) enter on the register that the Untendered Bond is no longer Outstanding; and

(iii) hold an amount equal to the Purchase Price for such Bond, without interest, and pay such amount to such holder upon presentation of the certificate representing the Untendered Bond.

Section 206. Remarketing Of Series 1995 Bonds.

(a) Upon receipt of any notice given pursuant to Section 205 that any Series 1995 Bonds will be or are required to be tendered for purchase in accordance with Section 205, the Remarketing Agent shall, unless otherwise directed by the Obligor, use its best efforts to remarket such Series 1995 Bonds (or portions thereof in Authorized Denominations) for purchase on or after any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date at a price of one hundred percent (100%) of the principal amount of such Bonds (plus accrued interest, if any). The Remarketing Agent shall direct any purchasers obtained by it to deliver the Purchase Price to the Trustee by no later than 10:00 A.M., Chicago, Illinois time, on the Optional Tender Date, Mandatory Purchase Date or Conversion Date, as the case may be (each of the foregoing Dates is hereinafter referred to as a "Purchase Date"). Prior to 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Purchase Date, the Remarketing Agent shall give notice communicated by means of telephone, confirmed within one (1) Business Day in writing, to the Trustee which notice shall state the principal amount of Series 1995 Bonds remarketed, the names, addresses and taxpayer identification number of the purchasers and the denominations in which the Series 1995 Bonds are to be issued to each purchaser. If a Letter of Representations is then in effect, the Trustee shall notify the Depository of the transfer instructions (i.e., the names of the tendering Participants and the principal amount of Bonds tendered by each such Participant and names of the purchasing Participants and the principal amount of Bonds purchased by each such purchasing Participant). If less than all of the Series 1995 Bonds to be tendered on the Purchase Date have been remarketed, then the Remarketing Agent shall include in the notice described in the immediately preceding sentence of this section a description of the principal amount of Series 1995 Bonds which have not been remarketed (the "Deficiency"). The Trustee, upon receipt of a notice from the Remarketing Agent that less than all of the Bonds to be tendered on the Purchase Date have been remarketed as provided in the previous two sentences of this section, shall, prior to 4:00 P.M., Chicago, Illinois time, on the same day that such is received, make a Bond Purchase Draft (as defined in the Letter of Credit) drawing under the Letter of Credit in the amount of the Deficiency, payment to be made thereunder to the Trustee, in immediately available funds, not later than 12:00 Noon, Chicago, Illinois time on the Purchase Date. By 10:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall by means of telephone, confirmed within one (1) Business Day in writing, notify the Remarketing Agent, the Obligor and the Bank of any Series 1995 Bonds which have been remarketed for which payment has not been received. By 11:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall make a Bond Purchase Draft drawing under the Letter of Credit in the amount of such reduction in the remarketing proceeds, payment to be made thereunder to the Trustee, in immediately available funds, not later than 1:00 P.M. Chicago, Illinois time on the Purchase Date. All remarketing proceeds described in Section

205(f)(i) which have been received by the Trustee on the Purchase Date prior to any Bond Purchase Draft drawing as described in the preceding sentence and any payments received by the Trustee as a result of a Bond Purchase Draft drawing under the Letter of Credit shall be deposited in the Bond Purchase Fund. Such moneys deposited in the Bond Purchase Fund shall not be commingled with any other funds which do not constitute Eligible Funds. All other remarketing proceeds so transferred to the Trustee shall be promptly remitted by the Trustee to the Bank to the extent of any amounts due the Bank pursuant to the Reimbursement Agreement and, during any such time held by the Trustee, shall be held in trust by the Trustee for the Bank in the Bank Reimbursement Fund until remitted to the Bank. In the event that such remarketing proceeds are not received by the Trustee by 1:00 P.M., Chicago, Illinois time, on any Business Day, such proceeds shall not be used to cause a reinstatement of the amount available to be drawn under the Letter of Credit, and the Trustee shall not deliver any Series 1995 Bonds to be purchased with such proceeds, until the next succeeding Business Day.

At or before 2:00 P.M., prevailing time at the Trustee's designated corporate trust office, on each purchase date, the Trustee, but only to the extent it shall have received money for such purpose, shall:

(1) if a Letter of Representations is not then in effect, pay the Purchase Price to each owner of a Bond (or portion thereof) tendered for purchase in federal or other immediately available funds, or by wire transfer to the Registered Owners thereof in the event that the Registered Owner of the aggregate principal amount of Bonds shall have given written notice to the Trustee directing the Trustee to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. If a Letter of Representations is in effect, the Trustee shall transfer to the Depository the amount directed by the Remarketing Agent as representing the purchase price of the Bonds tendered or deemed tendered in accordance with Sections 205 and 206 hereof. The Trustee shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 403 hereof; provided, that the Trustee shall not pay or wire transfer the purchase price of any Unsurrendered Bond unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Trustee; and

(2) if a Letter of Representations is not in effect, redeliver or cancel all such Bonds in accordance with this Section 206 and Section 403 hereof.

(b) The Remarketing Agent shall not be required to remarket any Series 1995 Bonds pursuant to this section if it has actual knowledge that an Event of Default under subsection (a), (b), (c), (f) or (g) of Section 601 hereof shall have occurred and be continuing hereunder with respect to the Series 1995 Bonds.

(c) The Remarketing Agent shall not knowingly remarket any Series 1995 Bonds, other than Pledged Bonds, to the Issuer, the Obligor or any Insider of the Issuer or the Obligor pursuant to this section prior to the expiration or earlier termination of the Letter of Credit unless, prior to such remarketing, the Trustee and the Remarketing Agent shall have received an unqualified opinion of Counsel experienced in bankruptcy matters and satisfactory to the Trustee to the effect that such remarketing would not result in a preferential payment pursuant to the provisions of Section 547 of the Bankruptcy Code, in the event of an Act of Bankruptcy by the Obligor, the Issuer or an Insider of the Obligor or the Issuer following such remarketing.

Section 207. Delivery Of Purchased Series 1995 Bonds.

(a) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(i) hereof shall be delivered by the Trustee to the purchasers thereof upon receipt of payment therefor.

(b) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(ii) hereof shall be registered in the name of the Obligor or its nominee and be held by the Trustee as Pledged Bonds or cancelled by the Trustee at the written direction of the Bank pursuant to the Pledge Agreement. Upon the release of any Series 1995 Bonds as Pledged Bonds pursuant to the Pledge Agreement, such Series 1995 Bonds remarketed pursuant to the provisions of Section 206 hereof shall be delivered to or upon the order of the purchasers thereof.

(c) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(iii) shall, at the direction of the Obligor, be (A) delivered as instructed by the Obligor or (B) delivered to the Trustee for cancellation; provided, however, that any Series 1995 Bonds so purchased after the selection thereof by the Trustee for redemption shall be delivered to the Trustee for cancellation.

Series 1995 Bonds delivered as provided in this section shall be registered in the manner directed by the recipient thereof.

Section 208. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any facsimile signatures shall have the same force and effect as of the Mayor or City Clerk, as the case may be, had manually signed each of the Bonds. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds And The Obligation To Pay Interest Thereon And Any Redemption Premium With Respect Thereto Shall Be Limited Obligations of The Issuer Payable Solely From The Revenues And Income Derived From The Loan Agreement, The Promissory Note And The Letter Of Credit And From Amounts On Deposit With The Trustee Pursuant Hereto. No Owner Of The Bonds Shall Have The Right To Compel Any Exercise Of The Taxing Power Of The Issuer Thereof To Pay Any Principal Installment Of, Premium, If Any, Or Interest On the Bonds, And The Bonds Shall Not Constitute An Indebtedness Of The Issuer Thereof Or A Loan Of Credit Thereof Within The Meaning Of Any Constitutional Or Statutory Provision.

No Recourse Shall Be Had For The Payment Of The Principal Of, Redemption Premium, If Any, And Interest On Any Of The Bonds Or For Any Claim Based Thereon Or Any Obligation, Covenant Or Agreement Contained In This Indenture Or The Loan Agreement Against Any Past, Present Or Future Member, Alderman, Officer, Employee Or Agent Of The Issuer, Or Any Incorporator, Member, Officer, Employee Or Agent Of Any Successor Entity, As Such, Either Directly Or Through The Issuer Or Any Successor Entity, Under Any Rule Of Law Or Equity, Statute Or Constitution Or By The Enforcement Of Any Assessment Or Penalty Or Otherwise, And All Such Liability Of Any Such Incorporator, Member, Officer, Employee Or Agent, As Such, Is Hereby Expressly Waived And Released As A Condition Of And In Consideration For The Execution Of This Indenture And The Loan Agreement And The Issuance Of The Bonds.

Section 209. Certificate Of Authentication.

No Bonds shall be secured hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication, substantially in the form as set forth in the forms of Series 1995 Bonds attached hereto as (Sub)Exhibits

C and D, executed by the Trustee by manual signature of one of its authorized signers; and such certificate on any Bond issued by the Issuer shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

Section 210. Form Of Series 1995 Bonds.

(a) Prior to the Conversion Date, the Series 1995 Bonds, the Trustee's certificate of authentication and the form of assignment shall be in substantially the form set forth in (Sub)Exhibit C attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Series 1995 Bonds, as evidenced by their execution of the Series 1995 Bonds.

(b) The Bonds shall be in either typewritten or printed form, as the Obligor with the consent of the Remarketing Agent shall direct, on behalf of the Issuer, provided that any expenses incurred in connection therewith shall be paid by the Obligor.

(c) On and after the Conversion Date, Series 1995 Bonds authenticated and delivered hereunder, and the Trustee's certificate of authentication and the form of assignment, shall be in substantially the form of the Series 1995 Bond set forth in (Sub)Exhibit D attached hereto, with such changes as permitted in paragraph (a) of this section.

Section 211. Delivery Of Series 1995 Bonds.

Upon the execution and delivery hereof, the Issuer shall execute the Series 1995 Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Series 1995 Bonds and deliver them to such purchaser or purchasers as shall be directed by the Issuer as hereinafter in this section provided.

Prior to the direction by the Issuer to the Trustee to deliver any of the Series 1995 Bonds there shall be filed with the Trustee:

(a) a copy certified by an authorized officer of the Issuer, of all ordinances adopted and proceedings had by the Issuer authorizing the issuance of the Series 1995 Bonds including the Bond Ordinance;

(b) an original executed counterpart of this Indenture, the Loan Agreement, the Pledge Agreement and the Placement Agreement and the original executed Promissory Note;

(c) the executed Original Letter of Credit;

(d) an original Remarketing Agreement dated as of October 1, 1995 between the Remarketing Agent and the Obligor, pursuant to which the Remarketing Agent accepts the obligations imposed upon it pursuant to this Indenture;

(e) copies of any Financing Statements filed to perfect the security interests;

(f) a copy of completed IRS Form 8038 to be filed by or on behalf of the Issuer pursuant to Section 149(e) of the Code;

(g) an original executed counterpart of the certificate of the Issuer establishing its reasonable expectations to the effect that the Series 1995 Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code;

(h) an opinion of Bond Counsel for the Issuer addressed to the Issuer and the Trustee to the effect that the interest on the Series 1995 Bonds is excludable from gross income for federal income tax purposes and that this Indenture and the Loan Agreement have been duly authorized, executed and delivered by the Issuer and are valid and binding agreements of the Issuer;

(i) an opinion of Counsel for the Obligor, addressed to the Issuer and the Trustee to the effect that the Loan Agreement, the Promissory Note, the Pledge Agreement, the Security Documents and the Placement Agreement have been duly authorized, executed and delivered by the Obligor and are legal, valid and binding agreements of the Obligor;

(j) an opinion of Counsel for the Bank addressed to the Issuer and the Trustee to the effect that the Letter of Credit has been duly executed and delivered by the Bank and is legal, valid and binding obligation of the Bank;

(k) a request and authorization to the Trustee on behalf of the Issuer directing the Trustee to authenticate and deliver the Series 1995 Bonds in such specified denominations as permitted herein to the initial purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a specified sum of money; and

(l) such other documents, opinions of Counsel and certificates as the Trustee may require.

Upon receipt of the foregoing, the Trustee shall authenticate and deliver the Series 1995 Bonds as provided above.

Section 212. Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond of the same series and the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence satisfactory to each of them of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to the Trustee and the Issuer and compliance with such other reasonable requirements as the Issuer and Trustee may prescribe. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder of such Bond with their reasonable fees and expenses in this connection.

Section 213. Exchangeability And Transfer Of Bonds; Persons Treated As Owners.

The Issuer shall cause books for the registration of the Bonds and for the registration of transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the bond registrar for the Bonds.

Any holder of a Bond, in person or by his duly authorized attorney, may transfer title to his Bond on the books of registration kept by the Trustee, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer (in substantially the form of assignment attached to the Bond) executed by the holder or his duly authorized attorney, and upon surrender for registration of transfer of any Bond, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and the same aggregate principal amount and tenor as the Bond surrendered and of any Authorized Denomination.

Bonds may be exchanged upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the Bondholder or his attorney duly authorized in writing, for an equal aggregate principal amount of Bonds of the same series and the same aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registration of transfers or exchanges of Bonds shall be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the holder of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Trustee for any such registration, transfer or exchange shall be paid by the Obligor.

The Trustee shall not register any transfer of any Bond (or portion thereof) after notice calling such Bond (or portion thereof) for redemption or partial redemption has been given and prior to such redemption, except for such transfer to a holder who delivers to the Trustee at the time of such transfer a written statement to the effect that such holder acknowledges that such Bond has been called for redemption and the date of such redemption.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

By Acceptance Of Any Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than One Hundred Thousand Dollars ($100,000) During The Variable Rate Period.

So long as the Bonds are held in book-entry form as described in Section 221 hereof, the Issuer shall execute and the Trustee shall authenticate a Bond to be held by the Depository, which (i) shall be denominated in an amount equal to the aggregate principal amount of Bonds to be held by the Depository (provided that, unless such Bond is being used on the Issue Date, the Trustee has received a like aggregate principal amount of Bonds for transfer in accordance with this Section 213), (ii) shall be registered in the name of the Depository or its nominee in accordance with this Section 213, (iii) shall be delivered by the Trustee to the Depository or pursuant to the Depository's instructions, and (iv) shall bear a legend substantially to the effect that unless the Bond is presented by an authorized representative of the Depository to the Issuer or its agents for registration of transfer, exchange or payment, any transfer, exchange, pledge or other use for value or otherwise is wrongful.

All Bonds issued upon any transfer or exchange of Bonds shall be valid and binding limited obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

In executing any Bond upon any exchange or transfer provided for in this section, the Issuer may rely conclusively on a representation of the Trustee that such execution is required.

Section 214. Replacement Bonds.

The Issuer shall execute and the Trustee shall authenticate and deliver Replacement Bonds to replace (i) Series 1995 Bonds outstanding upon conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate pursuant to Section 204, in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bond attached hereto as (Sub)Exhibit D, provided that Series 1995 Bonds which have been retained by the holders thereof upon such conversion pursuant to Section 205(c) hereof shall be replaced only upon due presentment and surrender of such Series 1995 Bonds to the Trustee, and (ii) Series 1995 Bonds purchased on an Optional Tender Date or a Mandatory Purchase Date pursuant to Section 205(f) hereof in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bond attached hereto as (Sub)Exhibit C and containing such terms and provisions as are applicable to the Series 1995 Bonds following the Optional Tender Date or the Mandatory Purchase Date, as the case may be, and having excised therefrom the terms and provisions which are not so applicable. Any such Replacement Bond shall be executed and authenticated as provided in this Indenture. The Obligor shall bear all expenses in connection with the preparation and delivery of the Replacement Bonds.

Section 215. Cancellation.

All Bonds which have been surrendered pursuant to Section 212, 213 or 214 of this Indenture or for the purpose of purchase upon tender as provided herein, payment upon maturity or redemption prior to maturity shall be cancelled by the Trustee. All Untendered Bonds shall be deemed cancelled. Upon final maturity or payment in full of all Bonds, the Trustee shall cancel all Bonds held as inventory.

Section 216. Ratably Secured.

All Bonds, except for Untendered Bonds, issued hereunder are and are to be, to the extent provided in this Indenture (except that the Letter of Credit shall only secure the Series 1995 Bonds), equally and ratably secured by this Indenture without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds so that, subject as aforesaid all Bonds at any time outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date. Notwithstanding the foregoing, any Bond which is registered in the name of the Obligor or held by the Bank pursuant to the Pledge Agreement shall not be entitled to any benefit of the Letter of Credit.

Section 217. Redemption Of Series 1995 Bonds.

The Series 1995 Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. On or prior to the Conversion Date, the Series 1995 Bonds are subject to redemption by the Issuer, at the option of the Obligor, at any time upon the giving of notice pursuant to Section 219 hereof, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at the redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. Unless sufficient Eligible Funds are on deposit in the Bond Fund for such optional redemption, any such redemption shall be subject to the prior written consent of the Bank.

After the Conversion Date, the Series 1995 Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank (unless sufficient Eligible Funds are on deposit in the Bond Fund), on or after the First Optional Redemption Date, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice can be given pursuant to Section 219 hereof, at the redemption prices (expressed as percentages of principal amount) as set forth in the following table plus accrued interest to the redemption date:

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
greater than 7 years	after 3 three years at 102%, declining 1/2% per 6 months	3 years
less than or equal to 7 years and greater than 4 years	after 2 years at 101%, declining 1/2% per 6 months	2 years
less than or equal to 4 years and greater than 3 years	after 2 years at 100½%, declining 1/2% per 6 months	2 years
less than or equal to 3 years and greater than 2 years	after 1 year at 100½%, declining 1/2% per 6 months	1 year
less than or equal to 2 years and greater than 1 year	after 1 year at 100%,	1 year
less than or equal to 1 year	on or after the second Interest Payment Date during such period at 100%	the portion of such period prior to the second Interest Payment Date therein

*Length of time (measured from the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

(b) Mandatory Redemption. The Series 1995 Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability. If called for redemption pursuant to (1) above, the Series 1995 Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of notice pursuant to Section 219 hereof at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Series 1995 Bonds shall be subject to redemption by the Issuer in whole at the earliest practicable date for which notice can be given pursuant to Section 219 hereof following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Series 1995 Bonds outstanding plus accrued interest to the redemption date.

(c) Special Mandatory Redemption. In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for the applicable period required by Section 3.7 of the Loan Agreement or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Series 1995 Bonds will be called for special mandatory redemption on the October 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price determined as follows: (a) during the Variable Rate Period, the redemption price shall be one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date; and (b) during the Fixed Rate Period, the redemption price shall be the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed pursuant to Section 217(a).

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Series 1995 Bonds to be redeemed pursuant to this Section 217(c) by delivering to the Trustee on or prior to the redemption date (a)(i) and Alternate Letter of Credit and all options as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for the applicable period required by Section 3.7 of the Loan Agreement, and (b) a written notice specifying the principal amount of Series 1995 Bonds to be so purchased. As and when Series 1995 Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Series 1995 Bonds (which shall be equal to the scheduled redemption price) for moneys drawn under the Letter of Credit and shall hold such Series 1995 Bonds as Pledged Bonds until such time as such Series 1995 Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of this Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Series 1995 Bonds on the date fixed for redemption, Series 1995 Bonds to be so purchased by the Obligor which are

not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Series 1995 Bonds for all purposes. Series 1995 Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of this Indenture.

Section 218. Partial Redemption Of Bonds.

If less than all the outstanding Bonds of the same series and maturity shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds of such series and maturity to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollars ($100,000) portions thereof if prior to the Conversion Date and in Five Thousand Dollars ($5,000) portions thereof if on and after the Conversion Date. Notwithstanding the foregoing, Pledged Bonds shall be selected by the Trustee for redemption before any other Series 1995 Bonds are selected for redemption. If there shall be called for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the holder thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such holder, Bonds in any of the Authorized Denominations.

Section 219. Notice Of Redemption.

Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to the Registered Owner of each Bond to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. No defect in or delay or failure in giving any recommended notice described in the preceding sentence of this Section 219 shall in any manner affect the notice of redemption described in the first sentence of this Section 219. Any notice mailed as provided in this Section

219 shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the Specified Date set for redemption, provided funds for their redemption have been duly deposited with the Trustee and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

Section 220. Additional Bonds.

The Issuer reserves the right, at the request of the Obligor and with the consent of the Bank, to issue Additional Bonds without limit in one or more series for the purposes set forth in, and subject to Section 12.2 of, the Loan Agreement. All Bonds issued under this Indenture shall be of the same priority and shall be equally and ratably payable from and secured by the Security (except that the Letter of Credit will only secure the Series 1995 Bonds), but the Additional Bonds may bear such dates and interest rates, have maturity dates and redemption dates and prices, and be issued at such prices as shall be approved in writing by the Issuer, the Bank and the Obligor. The Trustee shall, at the request of the Issuer, authenticate and deliver the Additional Bonds as specified in the request, but only upon receipt of:

(1) An Indenture supplemental hereto:

(a) establishing the series to be issued and providing the terms of the Bonds thereof;

(b) authorizing the execution and delivery of the Bonds to be issued;

(c) stating the purpose of the issue;

(d) if the purpose is refunding, authorizing the payment and redemption of the Bonds to be refunded; and

(e) setting forth any other matters relating to the issuance of the Additional Bonds or the purpose for which they are to be issued;

(2) A Certificate of the Obligor:

(a) stating that no Event of Default under the Loan Agreement has occurred and is continuing; and

(b) if the purpose is refunding, stating (i) that notice of redemption of the Bonds to be refunded has been duly given or that provision has been made therefor and (ii) that the proceeds of the issue plus any other amounts stated to be available for the purpose will be sufficient to pay the principal of such Bonds at maturity or the redemption price (including premium) on the applicable redemption date, plus interest accrued to such date or dates together with all other costs and expenses related to the refunding;

(3) An executed counterpart of any amendment or supplement to the Loan Agreement not previously delivered;

(4) An additional Promissory Note with respect to the Additional Bonds;

(5) The proceeds of the sale of the Additional Bonds;

(6) An opinion of Bond Counsel to the effect that:

(a) the purpose of the issue is one for which Bonds may be issued under this section and the home rule powers of the Issuer;

(b) all conditions prescribed herein as precedent to the issuance have been fulfilled;

(c) the Additional Bonds have been validly authorized and executed and, when authenticated and delivered pursuant to the request of the Issuer, will be valid obligations of the Issuer entitled to the benefit of the trust created hereby; and

(d) the issuance of such Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds then outstanding;

(7) An opinion of Counsel for the Obligor that the Loan Agreement including any amendment thereto, and the additional Promissory Note have been duly authorized, executed and delivered and are valid and binding obligations of the Obligor; and

(8) Such other documents, opinions of Counsel and certificates as the Trustee may request.

Upon the adoption, execution and delivery in each instance of appropriate supplements to the Indenture and to the Loan Agreement, the Issuer shall execute and deliver to the Trustee, and the Trustee, upon the written order

of the Issuer, shall authenticate and deliver such Additional Bonds to the purchaser or purchasers as directed by the Issuer.

Section 221. Book-Entry Only Registration Of The Bonds.

(a) Except as provided in subparagraph (c) of this Section 221, the Registered Owner of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede and Co. ("Cede"), as nominee of the Depository. Payment of interest on any Bond, as applicable, shall be made in accordance herewith for the account of Cede on each Interest Payment Date at the address indicated for Cede in the registry books of the Issuer kept by the Trustee.

(b) The Bonds shall be initially issued in the form of a single fully registered Bond in the aggregate principal amount of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registry books of the Issuer kept by the Trustee in the name of Cede, as nominee of the Depository. With respect to the Bonds so registered in the name of Cede, the Issuer, the Obligor, the Bank and the Trustee, shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, Cede or any Depository participant or any nominee of a beneficial owner with respect to any beneficial ownership interferes in the Bonds, (ii) the delivery to any Depository participant, beneficial owner or other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Depository participant, beneficial owner or other person, other than Cede, as nominee of the Depository, of any amount with respect to the principal, purchase price or redemption price of, or interest on, the Bonds. The Issuer, the Obligor, the Bank and the Trustee may treat and deem Cede, as nominee of the Depository, as the absolute owner of each Bond for all purpose whatsoever, including (but not limited to) (i) payment of the principal, purchase price or redemption price of, and interest on, each such Bond, (ii) giving notices of redemption and other matters with respect to such Bonds and (iii) registering transfers with respect to such Bonds. The Trustee shall pay the principal, purchase price or redemption price of, and interest on, all Bonds only to or upon the order of Cede, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to such principal, purchase price, redemption price and interest, to the extent of the sum or sums so paid. So long as the Bonds are book-entry-only, no person other than the Depository shall receive a Bond evidencing the obligation of the Issuer to make payments of principal of and interest on, the Bonds pursuant to the Indenture. Upon delivery by the Depository to the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Indenture, the word "Cede" herein shall refer to such new nominee of the Depository; provided that, notwithstanding any provision of the Indenture to the contrary, until the termination of the book-entry-only system, the Bonds may be transferred in whole, but not in part, only to a

nominee of the Depository, or by a nominee of the Depository to the Depository or any nominee thereof.

(c) (1) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving not less than thirty (30) days prior written notice to the Issuer, the Obligor and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(2) The Issuer, at the sole discretion and direction of the Obligor and without the consent of any other person, may terminate the services of the Depository with respect to the Bonds if the Obligor determines that the continuation of the system of book-entry-only transfers through the Depository is not in the best interests of the beneficial owners of the Bonds or is burdensome to the Issuer or the Obligor.

(3) Upon the termination of the services of the Depository with respect to the Bonds pursuant to subsection (c)(1) or (2) hereof the Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of the Depository. In such event, the Issuer shall issue and the Trustee shall transfer an exchange Bond certificate of like principal amount, in authorized denominations to the Depository participants or the identifiable beneficial owners (as identified by the Depository or the Depository participants) in replacement of such beneficial owners' beneficial interests in the Bonds. Notwithstanding the preceding sentence, if the Obligor designates a successor Depository, the Issuer shall issue and the Trustee shall transfer and exchange a Bond certificate, in such name as is directed by the successor Depository, in the amount of Bonds then Outstanding and the Trustee shall take such other action as is necessary so that the beneficial ownership interests of the beneficial owners are properly reflected on the records of the successor Depository and its participants. In such event, references herein to "Cede" shall be deemed to refer to the successor Depository, or its nominee, as the context requires.

(d) The Issuer, the Trustee and the Remarketing Agent may conclusively rely on (A) a certificate of the Depository as to the identity of the participants in the book-entry system, and (B) a certificate of such participants as to the identity of, and the respective principal amounts of Bonds beneficially owned by, the Beneficial Owners.

(e) Whenever, during the term of the Bonds, Beneficial Ownership thereof is determined by a book entry at the Depository, the requirements in this Indenture of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Depository as to registering or transferring the book entry to produce the same effect.

(f) Notwithstanding anything in this Indenture to the contrary, the Issuer and the Trustee hereby agree as follows with respect to the Bonds, if and to the extent any Bond is registered in the name of Cede as nominee of the Depository: (i) the Trustee shall give the Depository all special notices required by the Letter of Representations at the times, in the forms and by the means required by the Letter of Representations; (ii) the Trustee shall make payments to Cede at the times and by the means specified in the Letter of Representations; (iii) Cede shall not be required to surrender Bonds which have been partially paid or prepaid to the extent permitted by the Letter of Representations; and (iv) the Trustee shall set a special record date (and shall notify the registered owners of the Bonds thereof in writing) prior to soliciting any Bondholder consent or vote, such notice to be given not less than fifteen (15) calendar days prior to such record date (any Bond transferred by a registered owner subsequent to the establishment of the special record date and prior to obtaining such consent or vote shall have attached to it a copy of the notice to Bondholders by the Trustee).

Section 222. C.U.S.I.P. Numbers.

All payments of principal, premium and interest, whether by check or draft or wire transfer, shall be accompanied by the appropriate C.U.S.I.P. number identification with appropriate dollar amounts for each C.U.S.I.P. number.

Article III.

Security.

Section 301. Security.

The Bonds and the interest and any premium thereon shall be limited obligation of the Issuer as provided in Section 208, and shall be secured by and payable only from the following:

(i) all Loan Repayments received by the Issuer under the Loan Agreement, which Loan Repayments are to be paid directly by the Obligor to the Trustee and deposited in the Bond Fund;

(ii) all moneys in the Bond Fund and the Project Fund, including the proceeds of the Bonds pending disbursement thereof;

(iii) all of the Issuer's rights and interest in the Promissory Note;

(iv) all of the Issuer's rights and interest in the Loan Agreement, except the right to make all determinations and approvals and receive all notices accorded to it under the Loan Agreement and to enforce in its name and for its own benefit the provisions in Sections 3.5, 6.3, 6.4, 8.5 and 10.4 of the Loan Agreement with respect to Issuer fees and expenses, and indemnity payments as the interests of the Issuer and related persons shall appear; and

(v) all of the proceeds of the foregoing, including without limitation investments thereof.

The foregoing are collectively the "Security", and in consideration of the purchase of the Bonds and to secure payment of the principal of, premium, if any, and interest on the Bonds and any other cost or pecuniary liability of the Issuer relating to the Bonds or any proceeding, document or certification incidental to the issuance of the Bonds, and to secure performance and observance of all covenants, terms and conditions upon which the Bonds are to be issued, including without limitation this Indenture, the Issuer, without warranty, pursuant to law hereby conveys, assigns and pledges all of its right, title and interest in, and grants a security interest in, the Security to the Trustee, and its successors and assigns, in trust for the benefit of the Bondholders and for the benefit of the Bank pursuant to the Reimbursement Agreement, and their successors and assigns. For reference purposes, the Letter of Credit shall also be deemed part of the Security for the Series 1995 Bonds.

Section 302. Payment Of Bonds And Performance Of Covenants.

The Issuer shall promptly pay, but only out of the Security, the principal of, premium, if any, and interest on the Bonds at the place, on the dates and in the manner provided in the Bonds. The Issuer shall promptly perform and observe all covenants, undertakings and obligations set forth herein, in the Loan Agreement or the Bonds on its part to be performed or observed. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce against the Obligor or any Person any rights of the Issuer under or arising from the Bonds or the Loan Agreement whether or not the Issuer is in default hereunder or under the Loan Agreement, but the Trustee shall not be deemed to have hereby assumed the obligations of the Issuer under the Loan Agreement, but rather shall have no obligations under the Loan Agreement except as specifically provided therein. The Issuer shall fully cooperate with the Trustee in the enforcement by the Trustee of any such rights. At the request of the Trustee, the Issuer, upon being reasonably indemnified, shall in its name commence legal action or take such other actions as the Trustee shall reasonably request to enforce of the Issuer or the Trustee under or arising from the Bonds or the Loan Agreement.

Section 303. Authority.

The Issuer represents and warrants that (i) it is duly authorized under the Constitution of the State and the Issuer's home rule powers to issue the Bonds, and to execute, deliver and perform the terms of the Loan Agreement and this Indenture; (ii) all action on its part for the issuance of the Bonds and execution and delivery of the Loan Agreement and this Indenture have been duly taken; (iii) the Bonds upon issuance and authentication, and the Loan Agreement and this Indenture upon delivery, shall be valid and enforceable against the Issuer in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights and by general principles of equity; (iv) it has not heretofore conveyed, assigned, pledged, granted a security interest in or otherwise disposed of the Security; (v) it has not received any payments under the Promissory Note and the entire principal balance remains outstanding; (vi) to the knowledge of the officers of the Issuer executing this Indenture, it has no knowledge of any right of set-off, defense or counterclaim to payment or performance of the terms or conditions of the Promissory Note and the Loan Agreement, and (vii) to the knowledge of the officers of the Issuer executing this Indenture, the execution, delivery and performance of the Loan Agreement and this Indenture are not in contravention of law or any agreement, instrument, indenture or other undertaking to which it is a party or by which it is bound.

Section 304. No Litigation.

The Issuer represents and warrants that (i) no litigation or administrative action of any nature has been served upon the the Issuer for the purpose of restraining or enjoining the issuance or delivery of the Bonds or the execution and delivery of this Indenture or the Loan Agreement or in any manner questioning the proceedings or authority under which they have occurred, or affecting their validity; (ii) no contest is pending as to its existence or authority of its present officers; (iii) no authority or proceeding for the issuance of the Bonds or for the payment or security thereof has been repealed, revoked or rescinded; (iv) no petition seeking to initiate any resolution or other measure affecting the same or the proceedings therefor has been filed; and (v) to the knowledge of the officers of the Issuer executing this Indenture, none of the foregoing actions is threatened.

Section 305. Further Assurances.

The Issuer covenants that it will cooperate to the extent necessary with the Obligor, the Trustee and the Bank in their defenses of the Security against the claims and demands of all Persons, and will do, execute, acknowledge and deliver or cause to be done, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the

Bank may reasonably require for the better pledging of the Security. The Issuer shall not cause or permit to exist any amendment, modification, supplement, waiver or consent with respect to the Loan Agreement or the Promissory Note without the prior written consent of the Trustee, which consent shall be governed by Article VIII of this Indenture. The Issuer and the Obligor shall promptly furnish the certificate described in Section 701 (1) of this Indenture upon the request of the Trustee.

Section 306. No Other Encumbrances.

The City covenants that except as otherwise provided herein and in the Loan Agreement, it will not sell, convey, mortgage, encumber or otherwise dispose of any portion of the Security.

Section 307. No Personal Liability.

No member, alderman, officer, employee or agent of the Issuer, including any person executing this Indenture or the Bonds, shall be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds.

Section 308. Letter Of Credit.

(a) Except with respect to Bonds registered in the name of the Obligor or its nominee pursuant to Section 207 (which Bonds shall not be entitled to any benefit of the Letter of Credit): (i) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof to the extent necessary to make timely payments of principal and interest on the Series 1995 Bonds to the extent other Eligible Funds are not available which are to be used to effect such payment, all as contemplated by Section 401, (ii) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof on each Optional Tender Date and on the Conversion Date and each Mandatory Purchase Date to effect the purchase of Series 1995 Bonds (or portions thereof in Authorized Denominations) required on such Dates, except, in the case of each such Date, to the extent of remarketing proceeds which are available as contemplated by clause (i) of Section 205(f) and Section 206(a) and (iii) upon the occurrence of an Event of Default specified in Section 601(f) or (h) or upon declaration of acceleration of the Series 1995 Bonds pursuant to any other Event of Default, the Trustee shall immediately draw on the Letter of Credit to the extent available in an amount equal to the full unpaid principal and accrued interest on the Series 1995 Bonds to the extent other Eligible Funds are not available therefor. Notwithstanding any provision to the contrary which may be contained in this Indenture, (i) in computing the amount to be drawn under the Letter of Credit on account of the payment of the principal or Purchase Price of, or interest on the Series 1995 Bonds, the

Trustee shall exclude any such amounts in respect of any Bonds which are Pledged Bonds on the date such payment is due, and (ii) amounts drawn by the Trustee under the Letter of Credit shall not be applied to the payment of the principal or Purchase Price of, or interest on, any Bonds which are Pledged Bonds on the date such payment is due.

(b) Upon any redemption or defeasance of any Series 1995 Bonds or upon cancellation of any Series 1995 Bond upon purchase thereof as contemplated by Section 207, the Trustee shall send notice to the Bank to reduce the amounts available to be drawn on the Letter of Credit.

(c) The Trustee shall promptly surrender the Letter of Credit to the Bank for cancellation upon discharge of this Indenture pursuant to Section 501 or following the effective date of an Alternate Letter of Credit (or, if such Alternate Letter of Credit results in a Mandatory Purchase Date, following such Mandatory Purchase Date).

(d) On the effective date of an Alternate Letter of Credit the Trustee shall accept the Alternate Letter of Credit upon satisfaction of the requirements set forth in Section 3.7 of the Loan Agreement and shall give prompt written notice to the Bondholders, the Remarketing Agent and the Bank, which notice shall state the name of the bank issuing the Alternate Letter of Credit and the effective date thereof. In the event that the Trustee does not receive the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under Section 601(h) hereunder, and the payment of principal and interest on the Series 1995 Bonds shall be declared due and payable in accordance with the provisions of Section 602 hereof.

Article IV.

Funds.

Section 401. Establishment And Use Of Bond Fund And Current Account.

There is hereby created by the Issuer and established with the Trustee a special fund to be designated "City of Chicago, Illinois Bond Fund -- Active Graphics, Inc. Project -- Series 1995" and within such Fund a special account designated the "Current Account", into which Account all moneys in the Bond Fund shall be deposited and held until such moneys become Eligible Funds. Once any such moneys become Eligible Funds, they shall be withdrawn from the Current Account but kept in the Bond Fund until used pursuant to the terms hereof. There shall be deposited in the Bond Fund (a) any accrued interest received on the sale of the Bonds; (b) all moneys

received by the Trustee under the Loan Agreement for deposit in the Bond Fund; (c) all moneys drawn under the Letter of Credit to pay principal of or interest on the Series 1995 Bonds; and (d) any other moneys received by the Trustee with directions for deposit in the Bond Fund.

At all times the Trustee shall maintain adequate books and records relating to the Bond Fund (including any investment income thereon) so that the Trustee may at all times ascertain the date of deposit of the moneys in the Current Account and account for the same on a first in/first out basis and identify all funds therein, which represent Eligible Funds. Moneys received by the Trustee under or pursuant to the Letter of Credit shall not be commingled with other moneys in the Bond Fund.

Moneys in the Bond Fund shall be held in trust first for the Bondholders and then for the Bank subject to the provisions of Section 501 hereof, and, except as otherwise expressly provided herein, shall be used first solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity, whether stated or accelerated, or mandatory or optional redemption, and then, to the extent of any moneys remaining on deposit therein, for the payment of any amounts owed by the Obligor to the Issuer and the Trustee and then to the Bank pursuant to the Obligor's reimbursement obligation under the Reimbursement Agreement, provided, however, that any Surplus Bond Proceeds transferred from the Project Fund to the Bond Fund as provided in Section 5.4 of the Loan Agreement may only be used by the Trustee as provided in Section 11.1 of the Loan Agreement.

The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, only, in the following order of payment:

First:	Eligible Funds, other than amounts received by the Trustee in respect to drawings under the Letter of Credit.
Second:	Amounts drawn by the Trustee under the Letter of Credit.
Third:	Any other amounts (whether or not Eligible Funds) in the Bond Fund.

If a Letter of Representations is then in effect, the Trustee is hereby directed to give notice to the Depository on every Interest Payment Date occurring during a period in which Pledged Bonds are in existence that the Depository is not to pay, and will not be receiving from the Trustee, interest on the Pledged Bonds recorded in the books of the Depository for the account of the Obligor (and identifying the principal amount of such Bonds). Interest on such Pledged Bonds will be paid by the Obligor to the Bank pursuant to the Pledge Agreement.

To the extent that sufficient Eligible Funds in the Bond Fund described under First above are not available to pay in full the principal of, premium, if any, and interest on the Series 1995 Bonds at 1:00 P.M., Chicago, Illinois time, on the Business Day immediately preceding the Business Day when due, whether by maturity, redemption or acceleration, the Trustee shall draw upon the Letter of Credit, as provided in Section 308, on such Business Day in an amount which together with other Eligible Funds available in the Bond Fund under First above is sufficient to make prompt payment of all principal of, premium, if any (but only if the Letter of Credit is amended to cover premium) and interest due on the Series 1995 Bonds on such payment date.

If moneys in the Bond Fund available pursuant to items First and Second are insufficient to make any payment of principal of, premium, if any, or interest on the Bonds, whether due by maturity, acceleration, redemption or otherwise, and if the Letter of Credit no longer is in effect or if the Bank has wrongfully dishonored its obligations with respect to the Letter of Credit, the Trustee, on or after the date such payment is due, shall apply any moneys described in Third above.

After provision is made for the payment or redemption of any Series 1995 Bonds on a given payment date, the Trustee shall pay moneys in the Current Account to the Bank, but only to the extent of any moneys owing under the Reimbursement Agreement.

Any amounts remaining in the Bond Fund after payment in full of the Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the extent of any amounts owing under the Reimbursement Agreement, or, if there are no such amounts or obligations of the Obligor existing under the Reimbursement Agreement as certified in writing by the Bank to the Trustee, to the Obligor upon the expiration or sooner cancellation or termination of the term of the Loan Agreement as provided in the Loan Agreement.

Section 402. Establishment And Use Of Construction Fund.

There is hereby created by the Issuer and established with the Trustee a special fund to be designated "City of Chicago Illinois Project Fund -- Active Graphics, Inc. Project -- Series 1995". The proceeds of the Series 1995 Bonds, as described in Section 404 hereof, shall be delivered to the Trustee for deposit into the Project Fund.

Funds in the Project Fund shall be expended and disbursed in accordance with the provisions of the Loan Agreement. While the Obligor is not in default under the Loan Agreement and upon the request of the Trustee, the Issuer covenants and agrees to take all necessary and appropriate action

promptly in approving and ordering all disbursements from the Project Fund for which the approval or order of the Issuer is either necessary or desirable.

Section 403. Establishment And Use Of Bond Purchase Fund.

There is hereby created by the Issuer and established with the Trustee a special fund to be designated "City of Chicago Bond Purchase Fund -- Active Graphics, Inc. Project -- Series 1995". There shall be deposited in the Bond Purchase Fund (a) all money drawn by the Trustee under the Letter of Credit for the purpose of paying the Purchase Price of Bonds due on any Purchase Date, (b) all payments specified in Section 3.4 of the Loan Agreement, (c) the proceeds of any remarketing of Bonds by the Remarketing Agent, and (d) all other moneys received by the Trustee under or pursuant to this Indenture or the Loan Agreement which are required or directed to be paid into the Bond Purchase Fund. Any moneys deposited in the Bond Purchase Fund which do not constitute Eligible Funds shall be kept in a separate subaccount established by the Trustee and shall not be commingled with any other Eligible Funds which may be deposited into the Bond Purchase Fund.

Moneys in the Bond Purchase Fund shall be held in trust for the Bondholders and, except as otherwise expressly provided herein, shall be used solely for the payment of the Purchase Price of the Series 1995 Bonds required to be purchased by the Trustee on each Optional Tender Date and on the Conversion Date and on the Mandatory Purchase Date.

The Trustee is hereby authorized and directed, and the Trustee hereby agrees, to withdraw as contemplated by Section 205(f)(i) and (ii) by 2:00 P.M., Chicago, Illinois time on each Optional Tender Date and on the Mandatory Purchase Date and on the Conversion Date, funds from the Bond Purchase Fund to pay the Purchase Price of Series 1995 Bonds tendered for purchase pursuant to Section 205.

Any amounts remaining in the Bond Purchase Fund after payment in full of the Series 1995 Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the extent of any amounts owing under the Reimbursement Agreement or, if there are no such amounts or obligations of the Obligor existing under the Reimbursement Agreement as certified in writing by the Bank to the Trustee, to the Obligor upon the expiration or sooner cancellation or termination of the Loan Agreement as provided in the Loan Agreement.

Section 404. Deposit Of Series 1995 Bond Proceeds.

The gross proceeds from the sale of the Series 1995 Bonds shall be deposited in the Project Fund.

Section 405. Account Statements.

The Trustee shall cause to be kept and maintained adequate account statements, including receipts and statements of disbursements, deposits and investments, pertaining to the Project Fund, Bond Fund and Bond Purchase Fund and all disbursements therefrom. The Trustee shall provide such account statements pertaining to such Funds and the disbursements therefrom to the Issuer, the Bank and the Obligor upon request.

Section 406. Investment Of Project Fund, Bond Fund And Bond Purchase Fund Moneys.

Moneys held as part of the Project Fund, Bond Fund and Bond Purchase Fund shall be invested and reinvested in Permitted Investments in accordance with the provisions of Section 5.3 of the Loan Agreement, provided, however, that any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Trustee in the Bond Fund and in the Bond Purchase Fund may only be invested and reinvested in Government Obligations or Government Obligations Funds. Any Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund and account which was used to purchase the same. All interest accruing thereon and any profit realized from Permitted Investments shall be credited to the respective fund or account and any loss resulting from Permitted Investments shall be similarly charged. At the direction of the Obligor, the Trustee shall cause to be sold and reduced to cash a sufficient amount of Permitted Investments whenever the cash balance is or will be insufficient to make a requested or required disbursement from the Project Fund. The Trustee shall not be accountable for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale.

Section 407. Arbitrage.

The Issuer recognizes that investment of the Bond proceeds will be at the written direction of the Obligor, but agrees that the Issuer will commit no act that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. The Trustee covenants that, while recognizing that investment of Bond proceeds will be at the written direction of the Obligor, should the Issuer file with the Trustee, or should the Trustee otherwise receive, an opinion of Bond Counsel, to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become "arbitrage bonds", then the Trustee will comply with any instructions of the Issuer or such Bond Counsel regarding such investment or use so as to prevent the Bonds from becoming "arbitrage bonds". The Trustee shall file a copy of any such opinion of Bond Counsel with the Issuer, the Obligor and the Bank.

Section 408. Establishment And Use Of Bank Reimbursement Fund.

There is hereby created by the Issuer and established with the Trustee a special fund to be designated "City of Chicago, Illinois Bank Reimbursement Fund -- Active Graphics, Inc. Project -- Series 1995". Proceeds of the remarketing of Series 1995 Bonds which have not been used to pay the Purchase Price of Tendered Bonds shall be deposited in the Bank Reimbursement Fund pursuant to Section 206 hereof and shall be disbursed therefrom pursuant to such section.

Article V.

Discharge Of Lien.

Section 501. Discharge Of Lien And Security Interest.

Subject to the next paragraph, upon payment in full of the Bonds, then these presents and the security interests shall cease, determine and be void, and thereupon the Trustee, upon determining that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, and upon payment of the Trustee's fees, costs and expenses hereunder, shall cancel and discharge this Indenture and the security interests, execute and deliver to the Issuer and the Obligor such instruments in writing as shall be required to cancel and discharge this Indenture and the security interests, reconvey to the Issuer and the Obligor the Security, and assign and deliver to the Issuer and the Obligor so much of the Security as may be in its possession or subject to its control, except for moneys and Government Obligations held in the Bond Fund for the purpose of paying Bonds and except for moneys held in the Bond Purchase Fund for the purpose of paying the Purchase Price of the Bonds which have been purchased by the Trustee; provided, however, such cancellation and discharge of this Indenture shall not terminate the powers and rights granted to the Trustee with respect to the payment, transfer and exchange of the Bonds; and provided, further, that the rights of the Issuer, the Trustee and the Remarketing Agent to indemnity and payment of all reasonable fees and expenses shall survive.

Notwithstanding any other provision to the contrary in this Indenture and unless otherwise agreed to by the Bank, to the extent that moneys are drawn by the Trustee under the Letter of Credit or the Obligor is otherwise indebted to the Bank under the Reimbursement Agreement and the fees, costs and expenses of the Issuer and the Trustee hereunder have been paid, the lien of this Indenture shall not be discharged but the Bank shall be subrogated to such extent to all rights of the Bondholders to enforce the payment of the Series 1995 Bonds from the Security and all other rights of

the Bondholders under the Series 1995 Bonds, this Indenture and the Loan Agreement, shall be entitled in its own right upon payment in full of the principal of and interest on the Series 1995 Bonds to exercise all rights of enforcement and remedies set forth in Article VI hereof, and the Bondholders will be deemed paid to the extent of moneys drawn by the Trustee under the Letter of Credit. The Trustee further agrees to sign, execute and deliver all documents or instruments and do all things which may be reasonably required by the Bank in order to effect the Bank's subrogation of rights of enforcement and remedies set forth in Article VI hereof in accordance with the intent of this Article V including without limitation a conveyance and assignment of the Promissory Note to the Bank.

If payment or provision therefor has been made with respect to all the Bonds of any one series, the interest of the Trustee in the Promissory Note in respect of such series shall cease and the Trustee shall, subject to the rights of the Bank set forth in the preceding paragraph including without limitation the right to have an assignment of such Promissory Note, cancel such Promissory Note and return the same to the Obligor. Neither the obligations nor moneys deposited with the Trustee pursuant to this Article V shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust, for the payment of the principal, premium, if any, and interest on said Bonds or for payment to the Bank in accordance with the terms of this Indenture.

Section 502. Provision For Payment Of Bonds During Fixed Rate Period.

During the Fixed Rate Period, Bonds shall be deemed to have been paid within the meaning of Section 501 if:

(a) there shall have been irrevocably deposited in the Bond Fund either:

(i) sufficient moneys constituting Eligible Funds, or

(ii) noncallable Government Obligations purchased with Eligible Funds, of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient together with any moneys referred to in subsection (i) above, for the payment at their respective maturities or redemption dates prior to maturity, of the principal thereof and the redemption premium (if any) and interest to accrue thereon to such maturity or redemption dates, as the case may be;

(b) there shall have been paid all fees, costs and expenses of the Issuer, the Trustee and the Remarketing Agent due or to become due or there shall be sufficient moneys in the Bond Fund to make said payments; and

(c) if any Bonds are to be redeemed on any date prior to their maturity, the Trustee shall have received in form satisfactory to it irrevocable instructions to redeem such Bonds on such date and either evidence satisfactory to the Trustee that all redemption notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such redemption notices.

Limitations elsewhere specified herein regarding the investment of moneys held by the Trustee in the Bond Fund shall not be construed to prevent the depositing and holding in the Bond Fund of the obligations described in the preceding subparagraph (a)(ii) for the purpose of defeasing the lien of this Indenture as to Bonds which have not yet become due and payable. In addition, all moneys so deposited with the Trustee as provided in this Section 502 may also be invested and reinvested, at the direction of the Obligor, in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 502 which is not required for the payment of the Bonds and interest and redemption premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Section 503. Discharge Of This Indenture.

Notwithstanding the fact that the lien of this Indenture upon the Security may have been discharged and cancelled in accordance with Section 501, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Security may have been discharged and cancelled, shall nevertheless continue and subsist after payment in full of the Bonds and all of the Obligor's obligations to the Bank under the Reimbursement Agreement until the Trustee shall have returned to the Obligor all funds held by the Trustee in the Bond Fund, Project Fund and the Bond Purchase Fund pursuant to Sections 401, 402 and 403 of this Indenture.

Article VI.

Default Provisions And Remedies.

Section 601. Events Of Default.

Any one of the following shall constitute an Event of Default hereunder:

(a) default in the payment of any interest on any Bond when and as the same shall have become due;

(b) default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) default in the observance or performance of any other of the covenants, agreements or conditions on the part of the Issuer included in this Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Bank and the Obligor given by the Trustee;

(e) the occurrence of an Event of Default as defined in the Loan Agreement;

(f) the Trustee shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Reimbursement Agreement;

(g) the Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Trustee, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60) days, and the Obligor shall not have obtained an Alternate Letter of Credit within sixty (60) days after receipt of notice of each such occurrence;

(h) the Obligor shall fail to deliver to the Trustee an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, as set forth in Section 205(d)(4) hereof.

Any default described in Section 601(d) hereof may be waived by the Trustee with the consent of the Bank from time to time if the Issuer (or the Obligor, on behalf of the Issuer) is proceeding with all due diligence to cure such default and the Issuer is not otherwise in default hereunder.

Section 602. Acceleration.

Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) of Section 601 hereof, upon the occurrence of any Event of Default hereunder, the Trustee may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under subsection (f) or (h) of Section 601 hereof, the Trustee shall, by notice in writing sent to the Issuer, declare the principal of and any premium on all Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration; provided, however, in the event of a declaration resulting from an Event of Default under subsection (h) of Section 601 hereof, interest on the Bonds shall accrue to the earlier of (A) the fifteenth (15th) day following such declaration or (B) the stated expiration date of the Letter of Credit. Upon any declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in clause (iii) of Section 308(a).

Immediately following any such declaration of acceleration, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

Section 603. Other Remedies; Rights Of Bondholders.

Upon the happening and continuance of an Event of Default hereunder the Trustee may, but only with the prior written consent of the Bank, with or without taking action under Section 602 hereof, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of this Indenture, the Loan Agreement or the Promissory Note.

Subject to Section 602 hereof and the requirement that the Bank's consent to the exercise by the Trustee of any such available remedy must be obtained, upon the happening and continuance of an Event of Default, and if requested to do so by the holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and the Trustee is indemnified as provided in Section 701 hereof, the Trustee shall exercise such of the rights and powers conferred by this section and by Section 602 hereof as the Trustee, being advised by Counsel, shall deem most effective to enforce and protect the interests of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders, the Bank.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all right, title and interest of the Issuer in and to the Loan Agreement, shall be empowered to enforce each and every right granted to the Issuer under the Loan Agreement.

Section 604. Right Of Bondholders And Bank To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, and subject to the rights of the Bank to direct proceedings as provided in Sections 602 and 603, the holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right at any time, by an instrument

or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee shall be indemnified to its satisfaction (except for actions required under Section 308 (a)(iii) or Section 602). No Bondholder shall individually, or collectively, except through the Trustee, have the right to present a draft to the Bank to collect amounts available under the Letter of Credit.

No Bondholder shall have the right to institute any proceeding for the enforcement of this Indenture unless such Bondholder has given the Trustee and the Obligor written notice of an Event of Default, the holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have requested the Trustee in writing to institute such proceeding, the Trustee shall have been afforded a reasonable opportunity to exercise its powers or to institute such proceeding, and there shall have been offered to the Trustee indemnity and the Trustee shall have thereafter failed or refused to exercise such powers or to institute such proceeding within a reasonable time. Nothing in this Indenture shall affect or impair the right of any Bondholder to enforce (i) the payment of principal of and premium (if any) and interest on the Bonds at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium (if any) and interest on Bonds to such Bondholder at the time, place, from the source and in the manner as provided in this Indenture.

Section 605. Discontinuance Of Default Proceedings.

Prior to the drawing on the Letter of Credit pursuant to clause (iii) of Section 308(a), in case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Bank and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Trustee and Bank shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

Section 606. Waiver.

To the extent not precluded by Section 10.5 of the Loan Agreement, the Trustee, with the consent of the Bank, may waive any default or Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal, and shall do so upon the written request of the Bank; provided, however, that there shall be no such waiver or rescission unless the Purchase Price and all principal, premium, if any, and

interest on the Bonds in arrears together with interest thereon (to the extent permitted by law) at the applicable rate of interest borne by the Bonds and all fees and expenses of the Trustee and the Issuer shall have been paid or provided for. The Trustee may not waive any default or Event of Default hereunder following a draw on the Letter of Credit until the amount available to be drawn thereunder in respect of the Purchase Price of the Bonds (including both principal and interest, if any) and principal and interest on the Bonds has been reinstated in full and the Trustee has received the written consent of the Bank to such waivers and acknowledgement of such reinstatement.

Section 607. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VI shall be deposited in the Bond Fund and, after payment (out of moneys derived from a source other than the Letter of Credit) of (i) the cost 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, including reasonable attorneys fees, and all other current outstanding fees and expenses of the Trustee, and (ii) any sums due to the Issuer under the Loan Agreement (other than Loan Repayments), such moneys shall be applied in the order set forth below:

(a) Unless the principal on all Bonds shall have become or been declared due and payable, all such moneys shall be applied:

First: To the payment of all installments of interest then due on the Bonds and, if the amount available shall not be sufficient to pay in full any particular installment, then to the ratable payment of the amounts due on such installment; and

Second: To the payment of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), with interest on such Bonds from the respective dates upon which they became due (at the rate borne by the Bonds, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the ratable payment of the amounts due on such date.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority as between principal, premium or

interest, installments of interest or Bonds, ratably according to the amounts due respectively for principal, premium and interest to the Persons entitled thereto.

(c) If the principal on all Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded under this article then, subject to paragraph (b) of this section in the event that the principal of all the Bonds shall later become or be declared due and payable, the moneys shall be applied in accordance with paragraph (a) of this section.

Notwithstanding the foregoing, the Trustee shall be obligated to apply moneys received under the Letter of Credit only to principal and interest on the Bonds (except Bonds which are not entitled to any benefit of the Letter of Credit, as contemplated by Section 308). Subject to Section 602 hereof, whenever moneys are to be applied pursuant to this section, the Trustee shall fix the date of declaration of acceleration (which shall be the earliest practical date, in the sole discretion of the Trustee, for which the requisite notice to the Issuer can be given) upon which such application is to be made and upon such date of declaration 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.

Article VII.

The Trustee And The Remarketing Agent.

Section 701. Appointment.

The Trustee is hereby appointed and does hereby agree to act in such capacity, and to perform the express duties of the Trustee under this Indenture, but only upon and subject to the following express terms and conditions (and no implied covenants or other obligations shall be read into this Indenture against the Trustee):

(a) The Trustee may execute any of its trusts or powers and perform any of its duties herein by or through attorneys, agents, receivers or employees, and shall be entitled to rely on advice of Counsel and other professionals concerning all matters of such trusts, powers and duties. The Trustee shall not be answerable for the default or misconduct of any attorney, agent, receiver or employee selected by it with reasonable care, and may in all cases pay such Persons reasonable compensation. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with its

trusts, powers and duties herein, except only for its gross negligence or willful misconduct.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds (except for the certificate of authentication of the Bonds), or for the recording, re-recording, filing or re-filing of this Indenture, the Security or any financing statements or continuation statements, or for insuring the Security or the Project or collecting any insurance moneys, or for the validity of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the Security, or for the value or title of the Project or otherwise as to the maintenance of the Security, but the Trustee may require of the Issuer or the Obligor full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the Project. Except as otherwise provided in Sections 308 and 602 hereof, the Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 406 hereof. The Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of any documents submitted to or delivered to any Bondholder in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the Issuer or for the use by the Obligor of the proceeds of the Loan (as defined in the Loan Agreement). The Trustee may become the owner of Bonds secured hereby with the same rights as any other Bondholder.

(d) The Trustee shall be protected in acting upon opinions of Counsel and upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by an authorized representative of such Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond (such ownership to be established as provided in the form of the Bond referred to in Section 210 of this Indenture), shall be conclusive and binding upon all future owners or holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely upon a certificate furnished by the Bank as to amounts owing under the Reimbursement Agreement.

(e) The permissive right of the Trustee to do things enumerated in this Indenture or the Loan Agreement shall not be construed as duties. The Trustee shall only be responsible for the performance of the duties expressly set forth herein and shall not be answerable for other than its

gross negligence or willful misconduct in the performance of those express duties.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to Persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts, relating to the Project.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trust and powers or otherwise in respect of the premises.

(h) Before taking any action requested hereunder (except for acceleration of the Bonds as required by Section 602 and for drawing on the Letter of Credit as required by Section 308(a)), the Trustee may require satisfactory security or indemnity bond for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(i) Before taking any action requested by the Bondholder or Bondholders under or pursuant to Article VI or this Article VII, the Trustee may require satisfactory security or indemnity bond from such Bondholder or Bondholders for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(j) All moneys received by the Trustee, until used or applied or invested as herein provided, shall be held as special trust funds for the purposes specified in this Indenture and for the benefit and security of the holders of the Bonds and the Bank as herein provided. Such moneys need not be segregated from other funds except to the extent required by law or herein provided, and the Trustee shall not otherwise be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Obligor under the Loan Agreement or the Issuer under this Indenture, and shall not be deemed to have, or required to take, notice of a Determination of Taxability or an Event of Default under this Indenture, except (i) in the event of an insufficient amount in the Bond Fund (or any account therein) to make a principal or interest payment on the Bonds, (ii) written notification actually received by the Trustee of a Determination of Taxability from the Obligor, the Issuer or the holder of any Bonds, (iii) written notification actually received by the Trustee of such default by two or more holders of combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, (iv) written notification actually received by the

Trustee from the Bank pursuant to Section 601(f) hereof, or (v) failure by the Obligor to deliver the Alternate Letter of Credit and opinions on or prior to the expiration date of the Letter of Credit then in effect pursuant to Section 601(h) hereof, and in the absence of such notice the Trustee may conclusively presume there is no Determination of Taxability and no Event of Default except as aforesaid. The Trustee may nevertheless require the Issuer and the Obligor to furnish information regarding performance of their obligations under the Loan Agreement and this Indenture, but is not obligated to do so.

(l) The Trustee may request a No Act of Bankruptcy Certificate for the Obligor and Issuer, and the Trustee may conclusively rely upon such certificate as to the matters set forth therein.

(m) The Trustee shall, prior to any Event of Default and after the curing of all Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture and the Loan Agreement. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by this Indenture and the Loan Agreement and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The foregoing shall not limit the Trustee's obligations under Section 308(a)(iii) or Section 602.

(n) In the event that the Trustee receives direction from Bondholders under any section of this Indenture which permits Bondholders to direct the actions of the Trustee, the Trustee shall only be required to act pursuant to the direction of the Bondholders which represent the largest percentage in aggregate principal amount of the Outstanding Bonds at the time such direction is issued to the Trustee (the "Majority Direction"). The Trustee may act pursuant to other directions of Bondholders to the extent that such direction is not inconsistent with the Majority Direction. The Trustee shall not be liable for a failure to act upon any direction except the Majority Direction when acting pursuant to this Section 701(n). Nothing in this Section 701(n) shall be construed to modify or amend any section which requires a minimum number of Bondholders to direct the Trustee to take certain action before the taking of such action by the Trustee becomes mandatory.

Section 702. Fees, Expenses.

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, counsel fees and other ordinary expenses reasonably made or

incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefore, and to reimbursement for reasonable extraordinary expenses in connection therewith; provided, that if such extraordinary services, or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

The Trustee shall be indemnified by the Obligor as provided in the Loan Agreement. The Trustee recognizes that all fees, charges and other compensations to which it may be entitled under the provisions of this Indenture are required to be paid by the Obligor under the terms of the Loan Agreement or from funds derived from the Project or from the proceeds of the Bonds and accordingly, the Trustee agrees that except for moneys that the Issuer may derive from the foregoing (excluding, however, the moneys for the issuance fee, administrative costs, taxes and other public service charges and indemnity under Sections 3.3, 6.3, 6.4, 8.5 and 10.4 of the Loan Agreement) the Issuer shall not be liable for any such fees, charges and other compensation to which the Trustee and the Remarketing Agent may be entitled. Payment of all such amounts shall, however, be secured by the Security (except the Letter of Credit and any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premium, if any, or interest which has previously become payable with respect to the Bonds) as set forth herein.

As security for the payment of the Trustee's fees, costs and expenses and for the indemnity provided in this Section 702, the Trustee shall have a first lien on all moneys and property coming into its possession (except for any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premiums, if any, or interest which has previously become payable with respect to the Bonds).

When the Trustee incurs expenses or renders services after the occurrence of an Act of Bankruptcy with respect to the Issuer or the Obligor, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

The Obligor's payment obligations under this section shall survive the discharge of this Indenture, and shall not be limited by any law affecting the compensation of a trustee of an express trust.

Section 703. Intervention In Litigation.

In any judicial proceedings to which the Issuer is a party, the Trustee may intervene on behalf of Bondholders, and shall intervene if requested in writing by the holders of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding.

Section 704. Resignation.

The Trustee and any successor Trustee may resign only upon giving sixty (60) days prior written notice to the Issuer, the Bank, the Obligor and to each registered owner of Bonds then Outstanding as shown on the records of the Trustee. Such resignation shall take effect only upon the appointment of a successor Trustee by the Issuer with the written consent of the Obligor and the Bank and the acceptance of such appointment by the successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning party may appoint a successor or petition a court to appoint a successor. Upon appointment of a successor Trustee, the resigning Trustee shall, after payment of its fees, costs and expenses, assign all of its right, title and interest in the Security, and transfer and assign its right, title and interest in the Indenture and the Letter of Credit, pursuant to the terms of the Letter of Credit, to the successor Trustee. The successor Trustee shall be a national banking association or a bank or trust company organized under the laws of the United States of America or any state of the United States, having a combined capital stock, surplus and undivided profits aggregating at least Fifty Million Dollars ($50,000,000) and shall accept in writing its duties and responsibilities hereunder and such writing shall be filed with the Issuer, the Bank and the Obligor.

Section 705. Removal Of Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the Bank, the Issuer and the Obligor and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) delivered to the Trustee and the Issuer and signed by the Obligor and the Bank, provided that if an Event of Default shall have occurred and be continuing hereunder, the Trustee may not be removed without the consent of the owners of a majority in aggregate principal amount of the Bonds then Outstanding. No removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under Section 704. Upon such removal and the payment of its fees, costs and expenses, the Trustee shall assign to the successor Trustee all of its right, title and interest in the Security in the same manner as provided in Section 704 hereof, and transfer and assign its right, title and interest in the Letter of Credit pursuant to the terms of the Letter of Credit.

Section 706. Appointment Of Alternate Paying Agents.

The Issuer, with the approval of the Obligor and the Trustee, may designate alternate paying agents which are national banking associations or banks or trust companies organized under the laws of the United States of America or any state of the United States, having a combined capital stock, surplus and undivided profits aggregating at least Fifty Million Dollars ($50,000,000) and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties normally imposed on paying agents by this Indenture. In such event, arrangements shall be made through the Trustee whereby funds will be made available for the payment of such of the Bonds as are presented to such alternate paying agent or agents when due.

Section 707. Resignation Or Removal Of Alternate Paying Agents; Successors.

Any alternate paying agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days written notice to the Issuer, the Obligor, the Bank and the Trustee. Any alternate paying agent may be removed at any time by an instrument filed with such paying agent and the Trustee and signed by the Obligor. In the event of the resignation or removal of any alternate paying agent, such paying agent shall pay over, assign and deliver any moneys held by it as alternate paying agent to its successors, or if there is no successor, to the Trustee.

Section 708. Instruments Of Bondholders.

Any instrument required by this Indenture to be executed by Bondholders may be in any number of writings of similar tenor and may be executed by Bondholders in person or by an agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent shall be sufficient for any of the purposes of this Indenture if it is established by a certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution thereof. Proof of the ownership of Bonds shall be established by the ownership records noted in the registration books of the Issuer maintained by the Trustee.

The Trustee may rely on such an instrument of Bondholders unless and until the Trustee receives notice in the form specified above that the original such instrument is no longer trustworthy. In the event that the Trustee shall receive conflicting directions from two (2) groups of Bondholders, each with combined holdings of not less than twenty-five percent (25%) of the

principal amount of Outstanding Bonds, the directions given by the group of Bondholders which hold the largest percentage of Bonds shall be controlling and the Trustee shall follow such directions as elsewhere required herein.

Section 709. Power To Appoint Co-Trustees.

At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Project may at the time be located, the Issuer and the Trustee, with the written consent of the Bank, shall have power to appoint, and, upon the request of the Trustee or of the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Issuer shall, with the written consent of the Bank, for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more Persons approved by the Trustee either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the Project, or to act as separate trustee or separate co-trustees of all or any part of the Project, and to vest in such Person or Persons, in such capacity, such title to the Project or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

The Bank shall not be required to honor a draft on the Letter of Credit from a co-trustee unless the Trustee has transferred and assigned to such co-trustee its right, title and interest in the Letter of Credit in accordance with the terms of the Letter of Credit.

If the Issuer shall have not joined in such appointment within thirty (30) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Issuer shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law or any applicable contract, be appointed subject to the following terms, namely:

(a) This Indenture shall become effective once the Bonds shall be authenticated and delivered, and thereupon the Trustee shall have all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees, or separate trustee or separate trustees, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Trustee at any time, by an instrument in writing, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 709, and, in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section 709.

(f) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by any Bondholder and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he or she shall be vested with the security

interest in the Security and with such rights, powers, duties, trusts or obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the security interest in the Security and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the same manner as provided for with respect to the appointment of a successor Trustee pursuant to Section 704 hereof.

Section 710. Filing Of Financing Statements.

From time to time the Obligor or the Trustee at the request of the Obligor shall file or record or cause to be filed or recorded all Financing Statements which are required to be filed or recorded in order fully to protect and preserve the security interests and the priority thereof and the rights and powers of the Trustee in connection therewith, including without limitation all continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the U.C.C., and (ii) any previously filed continuation statements which shall have been filed as herein required. The Issuer shall sign all such Financing Statements as may be required for the purposes specified in the preceding sentence. The Obligor shall pay any costs for such filings incurred by the Trustee.

Section 711. Remarketing Agent.

At the request of the Obligor, NBD Bank, N.A. is hereby appointed as the initial Remarketing Agent. The Obligor, with the consent of the Bank, which consent shall not be unreasonably withheld, shall appoint any successor Remarketing Agent for the Bonds, subject to the conditions set forth in Section 712. Any Remarketing Agent shall designate to the Issuer and the Trustee its principal office for purposes hereof, which shall be the office of such Remarketing Agent at which all notices and other communications in connection herewith may be delivered to it, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Obligor, the Trustee and the Bank under which such Remarketing Agent will agree particularly to (i) perform its obligations under Section 203 with respect to the determination of the Variable Rate and the Fixed Rate, (ii) perform its obligations under Section 206 with respect to any Bond delivered or deemed to have been delivered to the Trustee as tender agent for purchase pursuant

to Section 205, and (iii) keep books and records with respect to all its activities hereunder available for inspection by the Issuer, the Trustee, the Obligor and the Bank at all reasonable times.

Section 712. Qualifications Of Remarketing Agent; Resignation; Removal.

The Remarketing Agent shall be a financial institution or corporation with the ability to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days written notice to the Issuer, the Obligor, the Trustee and the Bank. The Remarketing Agent may be removed at any time, without cause, upon at least thirty (30) days notice to the Remarketing Agent, at the direction of the Obligor, by an instrument signed by the Obligor and filed with the Remarketing Agent, the Trustee, the Issuer and the Bank. In no event shall the resignation or removal of the Remarketing Agent be effective until a qualified successor has accepted appointment as such.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor. Upon the resignation or removal of the Remarketing Agent, the Obligor, with the written consent of the Bank, which consent shall not be unreasonably withheld, shall appoint a successor Remarketing Agent. The Bank may appoint a successor Remarketing Agent if the Obligor fails to do so within thirty (30) days after the resignation or removal of the prior Remarketing Agent.

Section 713. Trustee As Custodian Of The Funds, Bond Registrar, Paying Agent And Tender Agent.

The Trustee, so long as it is Trustee, shall be custodian of the funds, bond registrar and paying agent for principal of and premium (if any) and interest on the Series 1995 Bonds. The Trustee, so long as it is Trustee, shall be tender agent for the Series 1995 Bonds as provided in Article II hereof. The Trustee hereby agrees that in performing its duties as tender agent referred to in Article II hereof that it is acting as the agent and representative of the Obligor and the Bondholders and not the agent or representative of the Issuer.

Section 714. Several Capacities.

Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Bank, the Trustee and the Remarketing Agent and in any other combination of such capacities, to the extent not prohibited by law, except the Bank and the Trustee may not be the same

entity during the Fixed Rate Period. Notwithstanding the foregoing, if at any time the same entity is serving as both the Bank and the Trustee and a situation arises where there is a conflict of interest in such entity concurrently serving in both capacities, such entity shall promptly resign as Trustee.

Section 715. Representations, Warranties And Covenants Of The Trustee.

The Trustee represents, warrants and covenants as follows:

(a) All federal, state and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Trustee of the Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions and filings have been fully complied with.

(b) The Trustee has a combined capital and surplus base of at least Fifty Million Dollars ($50,000,000). The Trustee has an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues. Trustee administers at least twenty-five (25) municipal bond indentures aggregating at least Twenty-five Million Dollars ($25,000,000) under its administration.

Article VIII.

Amendments, Supplemental Indentures.

Section 801. Supplemental Indentures.

The Issuer and the Trustee, with the consent of the Bank but without the consent of or notice to any Bondholders, may enter into an indenture or indentures supplemental to this Indenture and not inconsistent herewith for one or more of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not adversely affect the interest of the Bondholders or the Bank;

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders or the Bank any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to grant or pledge to the Trustee for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under this Indenture;

(d) to modify, amend or supplement this Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(e) to appoint a successor Trustee, separate trustees or co-trustees in the manner provided in Article VII;

(f) to provide for the issuance of Additional Bonds;

(g) to obtain a rating on the Series 1995 Bonds from a rating agency; and

(h) to make any other change which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee or the Bondholders.

When requested by the Issuer or the Obligor, and upon receipt of an opinion of Bond Counsel to the effect that all conditions precedent under this Indenture have been met, the Trustee shall join the Issuer in the execution of any such supplemental indenture. A copy of all such supplemental indentures shall be promptly furnished to the Bank and the Obligor.

Section 802. Amendments To Indenture; Consent Of Bondholders, The Bank And The Obligor.

Exclusive of supplemental indentures covered by Section 801 and subject to the terms and provisions contained in this Section 802, and not otherwise, the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding and affected by such indenture or indentures supplemental hereto, with the consent of the Bank, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and direct the execution by the Trustee of such other indenture or indentures supplemental hereto as shall be consented to by the Issuer, which consent shall not be unreasonably withheld, 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 in this section contained shall permit, or be construed as permitting (a) without the consent of the holders of all Bonds then Outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, or (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (iv) the creation of a lien prior to the lien of this Indenture, (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental indenture, or (vi) a modification or change which impairs the ability of a Bondholder to tender Series 1995 Bonds for purchase pursuant to Section 205(a) hereof or (b) a modification or change in the duties of the Trustee hereunder without the consent of the Trustee. The giving of notice to and consent of the Bondholders to any such proposed supplemental indenture shall be obtained pursuant to Section 806.

Anything herein to the contrary notwithstanding, a supplemental indenture, amendment or other document described under this Article VIII which affects any rights or obligations of the Obligor shall not become effective unless and until the Obligor shall have consented to the execution of such supplemental indenture, amendment or other document.

Copies of any such supplemental indentures shall be filed with the Obligor and the Bank.

Section 803. Amendments To Loan Agreement Not Requiring Consent Of Bondholders.

The Issuer may, with the consent of the Bank and the Trustee but without the consent of or notice to any of the Bondholders, enter into or permit any amendment of the Loan Agreement acceptable to the Obligor as may be required (i) for the purpose of curing any ambiguity or formal defect or omission which shall not adversely affect the interest of the Bondholders; (ii) to grant or pledge to the Issuer or Trustee, for the benefit of the Bondholders or the Bank, any additional security; (iii) to provide for the issuance of Additional Bonds for the purposes set forth in, and subject to, Section 12.2 of the Loan Agreement and Section 220 hereof; or (iv) in connection with any other change therein which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee and the holders of the Bonds.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 804. Amendments To Loan Agreement Requiring Consent Of Bondholders And The Bank.

Except as provided in Section 803 hereof, the Issuer shall not enter into, and the Trustee shall not consent to, any other modification or amendment of the Loan Agreement, nor shall any such modification or amendment become effective, without the consent of the Bank and the consent of the holders of not less than a majority of the aggregate principal amount of the Bonds at the time Outstanding, such consent to be obtained in accordance with Section 806 hereof. No such amendment may, without the consent of the owners of all the Outstanding Bonds, reduce the amounts or delay the times of payment of Loan Repayments under the Loan Agreement.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 805. Amendments, Changes And Modifications To The Letter Of Credit And The Promissory Note.

Except as otherwise provided in the Loan Agreement or in this Indenture, subsequent to the initial issuance of Series 1995 Bonds and prior to payment of the Series 1995 Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of this Indenture), the Letter of Credit may not be effectively amended, changed or modified without the prior written consent of the Trustee and the Bank; provided, that the Original Letter of Credit may be extended upon similar terms (except that the amount of the Letter of Credit may be reduced to reflect any corresponding redemption of Series 1995 Bonds) without the written consent of the Trustee. The Trustee may, without the consent of the owners of the Series 1995 Bonds, consent to any amendment of the Letter of Credit as may be required (a) for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respect the interests of the Bondholders and (b) pursuant to Section 3.7(c) of the Loan Agreement as a result of a conversion of the Bonds to a Fixed Rate. Except for such amendments, the Letter of Credit may be amended only with the consent of the Issuer, the Trustee and the owners of a majority in aggregate principal amount of Outstanding Series 1995 Bonds, except that no such amendment may be made which would reduce the amounts required to be paid thereunder, extend the time for payment of such amounts or accelerate the expiration date of the Letter of Credit without the written consent of the owners of all Outstanding Series 1995 Bonds. The foregoing shall not limit the Trustee's obligation to send notice to the Bank to reduce amounts available to be drawn under the Letter of Credit under the circumstances set forth therein.

The Trustee may, with the consent of the Bank but without the consent of the owners of the Bonds, consent to any amendment of the Promissory Note as may be required for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respects the interest of the Bondholders. Except for such amendments, the Promissory Note may be amended only with the consent of the Issuer, the Trustee, the Bank and the owners of a majority in aggregate principal amount of Outstanding Bonds, except that no such amendment may be made which would reduce the amounts required to be paid or the time for payment of such amounts under the Promissory Note without the written consent of the owners of all the Outstanding Bonds.

Copies of any such amendments, changes or modifications to the Promissory Note shall be filed with the Trustee and the Bank.

Section 806. Notice To And Consent Of Bondholders.

If consent of the Bondholders is required under the terms of this Indenture for the amendment of this Indenture, the Loan Agreement, the Letter of Credit, or the Promissory Note for any other similar purpose, the Trustee shall cause notice of the proposed execution of the amendment or supplemental indenture to be given by certified mail prior to the Conversion Date and by first class mail thereafter to the last known holders of the Outstanding Bonds then shown on the Bond register. Such notice shall briefly set forth the nature of the proposed amendment, supplemental indenture or other action and shall state that copies of any such amendment, supplemental indenture or other document are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice the holders of a majority or all, as the case may be, of the principal amount of the Bonds Outstanding by instruments filed with the Trustee shall have consented to the amendment, supplemental indenture or other proposed action, then the Trustee may execute such amendment, supplemental indenture or other document or take such proposed action and the consent of the Bondholders shall thereby be conclusively presumed.

Section 807. Waivers.

The Trustee shall not waive on its own behalf or on behalf of the Issuer any obligation of the Obligor under the Loan Agreement without the consent of the Bank and the Trustee shall do so if directed by the Bank.

Article IX.

Miscellaneous.

Section 901. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Bondholders, the Bank and the Obligor any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions herein being intended to be and being for the sole and exclusive benefit of the parties hereto, the Bondholders, the Bank and the obligor as herein provided.

Section 902. Rights Of The Bank.

All rights of the Bank under this Indenture to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, determine and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the requirements of the Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the Obligor's obligations to the Bank pursuant to the Reimbursement Agreement have been paid.

Section 903. Severability.

If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other part or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

The invalidity of any one or more phrases, sentences, clauses or sections of this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 904. Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this

Indenture to be given to or filed with the Issuer, the Trustee, the Bank, the Remarketing Agent or the Obligor if the same shall be duly mailed by first-class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed in writing by first-class mail, postage pre-paid or sent by telegram, telecopy or telex or other similar communication, on the same day (provided that notice of any Event of Default shall be given by Immediate Notice), addressed as follows:

If To The Issuer:

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

With Copies To:

City of Chicago
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

And

City of Chicago
Room 1101, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Planning and Development
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

If To The Obligor:

Active Graphics, Inc.
1532 West Fulton Street
Chicago, Illinois 60607
Attention: George E. Hayes, Jr., President
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

If To The Trustee:

American National Bank and Trust Company
of Chicago
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust Department
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

If To The Bank:

NBD Bank
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Capital Markets Division -- Revenue
Bond Group
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

With Copy To:

NBD Bank
100 East Higgins Road
Elk Grove Village, Illinois 60007
Attention: Commercial Loan Manager
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

If To The Remarketing Agent:

NBD Bank, N.A.
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Bank Investment Division
Telephone: [Omitted for printing purposes]
Fax: [Omitted for printing purposes]

The Issuer, the Obligor, the Bank, the Trustee and the Remarketing Agent, by notice given hereunder, may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two (2) addresses. All notices to the Bondholders shall be sufficiently given when mailed certified mail, postage prepaid, prior to the

Conversion Date and thereafter by first class mail, postage prepaid, to the Bondholders at addresses last appearing on the registration books of the Trustee.

Section 905. Payments Due On Non-Business Days.

In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

Section 906. Interest Computation.

The interest on the Bonds shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year comprised of twelve (12) thirty (30) day months thereafter.

Section 907. Binding Effect.

This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

Section 908. Captions.

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

Section 909. Governing Law.

This Indenture shall be governed by and interpreted in accordance with the laws of the State.

Section 910. Execution In Counterparts.

This Indenture 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 Issuer has caused this Indenture to be executed in its name and behalf by its City Comptroller, and its official seal to be affixed hereto and attested by its City Clerk, and the Trustee has caused this Indenture to be executed in its name and behalf by its duly authorized officer and its official seal to be affixed hereto and attested by its duly authorized officer, all as of the day and year first above written.

Attest: City of Chicago, Illinois

By: _____ By: _____

Its: City Clerk Its: Chief Financial Officer

[Seal]

Attest: American National Bank and Trust Company of Chicago, as Trustee

By: _____ By: _____

Its: _____ Its: _____

[Seal]

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

(Sub)Exhibit "A".
(To Trust Indenture)

Notice Of Conversion Of Interest Rate From Variable Rate To Fixed Rate.

Re: $4,500,000 City of Chicago Illinois Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of October 1, 1995, between the City of Chicago, Illinois and American National Bank and Trust Company of Chicago, as Trustee (the "Indenture"), under which the Bonds were issued. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The interest rate(s) on the Bonds shall be convened to the Fixed Rate on [specify Conversion Date] (the "Conversion Date") if the conditions specified in this notice are satisfied on or before such date.

(2) The Obligor has delivered to the Trustee (A) a written commitment [to amend the Letter of Credit] [to issue an Alternate Letter of Credit], to be effective on the Conversion Date, and meeting the requirements of the Loan Agreement, and (B) an opinion of Bond Counsel stating that under the laws existing on [specify date of the Conversion Notice], the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(3) The interest rate(s) on the Bonds shall not be converted to the Fixed Rate unless the Obligor delivers to the Trustee on the Business Day immediately preceding the Conversion Date (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to included in gross income for federal income tax purposes, and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) [an amendment to the Letter of Credit then in effect] [an Alternate Letter of Credit], to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. If (i) the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date

or (ii) the Obligor fails to deliver such supplemental opinion of Bond Counsel and an [amendment to the Letter of Credit then in effect] [Alternate Letter of Credit] by 10:00 A.M., Chicago Illinois time on the Business Day immediately preceding the Conversion Date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date, and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in paragraph (4) hereof.

(4) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at the purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date (the "Purchase Price"). Holders of the Bonds, as registered on the registration books maintained by the Trustee on the Business Day next preceding the Conversion Date, shall also be entitled to interest on the Bonds to the Conversion Date.

(5) To the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on [specify Fixed Rate Tender Date] (the "Fixed Rate Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office as provided in paragraph 7 hereof at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached to the Bonds as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and, in the event of such election, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with paragraph (3) hereof, a Replacement Bond in substantially the form of (Sub)Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(6) The Fixed Rate shall be determined by NBD Bank, N.A., the Remarketing Agent, on [specify Computation Date] (the "Computation Date") and shall be for all Bonds the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to

prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate as determined in accordance with the Indenture.

(7) The address of the principal corporate trust office of the undersigned is:

American National Bank and Trust Company of Chicago
33 North LaSalle Street, 13th Floor
Chicago, Illinois 60690
Attention: Corporate Trust Department

(8) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of the Conversion Date, [insert name of Bank amending the Letter of Credit or issuing an Alternate Letter of Credit] [will amend the Letter of Credit] [will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit]. Such [Alternate] Letter of Credit will have an initial expiration date of not later than _____, ____. [Enclosed herewith are disclosure materials provided by the Obligor with respect to the issuer of the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.]

(9) From and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in Section 205 of the Indenture.

(10) The Trustee shall promptly notify by mail all Bondholders which have elected, in accordance with the provisions of Paragraph (4) hereof, not to tender Bonds in the event that the interest rate is not converted to the Fixed Rate on the Conversion Date.

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____

Its: _____

(Sub)Exhibit "B".
(To Trust Indenture)

Notice Of Mandatory Purchase Date.

Re: $4,500,000 City of Chicago Industrial Development Revenue Bonds (Active Graphics, Inc. Project) Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of October 1, 1995, between the City of Chicago, Illinois and American National Bank and Trust Company of Chicago, as Trustee (the "Indenture"), under which the Bonds were issued. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of [insert effective date of Alternate Letter of Credit] (the "Mandatory Purchase Date"), [insert name of bank issuing Alternate Letter of Credit] will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit.

(2) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date (the "Purchase Price").

(3) To the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations not delivered to the Trustee as tender agent on [specify Mandatory Purchase Tender Date] (the "Mandatory Purchase Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date a written notice in substantially the form of (Sub)Exhibit III attached to the Bonds shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to

payment of principal and interest, if any, thereon in accordance with the terms of such Bonds.

(4) Enclosed herewith are disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.

(5) The address of the principal corporate trust office of the undersigned is:

American National Bank and Trust Company of Chicago
33 North LaSalle Street, 13th Floor
Chicago, Illinois 60690
Attention: Corporate Trust Department

American National Bank and
Trust Company of Chicago, as
Trustee

By: _____

Its: _____

(Sub)Exhibit "C".
(To Trust Indenture)

Form Of Variable Rate Series 1995 Bond.

United States Of America.

Unless this Bond 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 Bond 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.

State Of Illinois

City Of Chicago, Illinois

Industrial Development Revenue Bond
(Active Graphics, Inc. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
Variable	_____	_____, 1995	

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the rates determined as set forth herein from the date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each Interest Payment Date (as hereinafter defined) until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture, interest is payable by check or draft mailed by the Trustee, when due, to the registered holder hereof at the close of business on the Record Date (as hereinafter

defined) immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date (as hereinafter defined) and a 360-day year consisting of twelve (12) months of thirty (30) days each thereafter.

This Bond is one of an authorized series of Bonds of the Issuer designated "Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995" and issued in the aggregate principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000) (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Active Graphics, Inc., an Illinois corporation (referred to herein as the "Obligor"), in accordance with the Loan Agreement between the Issuer and the Obligor dated as of October 1, 1995 (the "Loan Agreement"), so as to enable the Obligor to acquire, construct and equip a manufacturing facility (collectively, the "Project").

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance of the City Council of the Issuer adopted on _____, 1995 (the "Ordinance") and a Trust Indenture (the "Indenture") dated as of October 1, 1995, between the Issuer and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer and do not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer or the credit or taxing power of the Issuer, but shall be limited obligations of the Issuer payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit (as defined in the Indenture) delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by NBD Bank, a Michigan banking corporation (together with the issuer of any alternate or replacement letter of credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the Issuer within the purview of any constitutional limitation or provision.

Limited Obligations. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the Issuer, but are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and income

derived from the Loan Agreement, the Promissory Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer to pay the Bonds.

No recourse shall be had for the payment of the principal of redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future member, alderman, officer, employee or agent of the Issuer, or any incorporator, member, officer, alderman, employee or agent of any successor entity as such, either directly or through the Issuer or any successor entity, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a Reimbursement Agreement (the "Reimbursement Agreement") dated as of October 1, 1995, between the Bank and the Obligor.

The Bonds are issuable as fully registered Bonds in the denomination of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof during the Variable Rate Period (hereinafter defined) and in the denomination of Five Thousand Dollars ($5,000) or an integral multiple thereof during the Fixed Rate Period (hereinafter defined). This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond register of the Issuer kept by the Trustee, and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the Trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Obligor. The Trustee or the Issuer may require payment by the Bondholder of a sum

sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the Issuer nor the Trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The Issuer, the Obligor, the Trustee and any other agent of the Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the Issuer, the Obligor, the Trustee nor any other such agent shall be affected by notice to the contrary.

By Acceptance Of This Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than One Hundred Thousand Dollars ($100,000) During The Variable Rate Period.

Interest Rates On The Bonds.

(a) Interest on the Bonds will be payable at the Variable Rate (as hereinafter defined) from the Date of Original Issue until the earlier of the Conversion Date or the date of payment in full of the Bonds (the "Variable Rate Period"). During the Variable Rate Period, the Variable Rate shall be determined by NBD Bank, N.A., Indianapolis, Indiana, as Remarketing Agent under the Indenture (together with any successor Remarketing Agent under the Indenture, the "Remarketing Agent"), by 3:00 P.M. Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day for the next Calendar Week (as hereinafter defined) and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to place the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. Notwithstanding the foregoing, the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. If no Remarketing Agent shall be serving under the Indenture, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for

such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent as aforesaid.

As used herein, "Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from the date on which the Bonds are delivered to the purchaser or purchasers thereof upon original issuance to and including the following Wednesday.

(b) The Bonds shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period. The Fixed Rate for the Bonds shall be determined by the Remarketing Agent on the date which is five (5) Business Days prior to the Conversion Date (the "Computation Date") and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

(c) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustee, the Remarketing Agent and the Bondholders.

(d) In determining the interest rate that the Bonds shall bear as provided herein, neither the Remarketing Agent nor the Trustee shall have any liability to the Issuer, the Obligor, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

As used herein, "Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the City in which the principal corporate trust office of the Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the Remarketing Agent is located or the office of the Bank at which action is to be taken to realize moneys under the Letter of Credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

As used herein, "Interest Payment Date" means (i) during the Variable Rate Period, each January 1, April 1, July 1 and October 1, commencing January 1, 1995, (ii) the Conversion Date and (iii) following the Conversion Date, each April 1 and October 1.

As used herein, "Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, regardless of whether such day is a Business Day.

Conversion Of Interest Rate On Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustee, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day of any calendar month during the Variable Rate Period, of (A) a notice (the "Conversion Notice") stating that the Obligor has elected to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month after the calendar month during which the Trustee receives the Conversion Notice (which Conversion Date shall be an Interest Payment Date regardless of whether the interest rate on the Bonds is in fact converted to the Fixed Rate on such date), (B) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of Section 3.7(c)(1) of the Loan Agreement, and (C) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. No Conversion Notice may be given if a Mandatory Purchase Date (as hereinafter defined) has been established and is existing as provided in paragraph (d) under the heading "Tender of Bonds for Purchase" herein.

(b) Upon receipt from the Obligor of a Conversion Notice, a commitment to amend the Letter of Credit then in effect or to issue an Alternate Letter of Credit and an opinion of Bond Counsel described in paragraph (a)(1) above, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders, which notice shall state in substance:

(1) that the interest rate(s) on the Bonds shall be converted to the Fixed Rate on the Conversion Date if the conditions specified in such notice are satisfied on or before such date;

(2) the Conversion Date;

(3) that the Obligor has delivered to the Trustee an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes;

(4) that the interest rate(s) on the Bonds shall not be converted to the Fixed Rate unless the Obligor delivers to the Trustee on the Business Day immediately preceding the Conversion Date a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law, and if (i) the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or (ii) the Obligor fails to deliver such supplemental opinion of Bond Counsel on such date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate, and that, in such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in paragraph (6) hereof;

(5) the date which is one (1) Business Day prior to the Conversion Date (the "Fixed Rate Tender Date");

(6) that all Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at a purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date;

(7) that, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the purchase price thereof, all Bonds (or portions thereof in authorized

denominations) not delivered to the Trustee as tender agent on the Fixed Rate Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached hereto as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and in such event, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with paragraph (4) above, a replacement Bond in substantially the form of (Sub)Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(8) the method for determining the Fixed Rate and the name of the Remarketing Agent;

(9) the address of the principal corporate trust office of the Trustee;

(10) the name of the Bank issuing the Letter of Credit or Alternate Letter of Credit that will secure the Bonds after the Conversion Date and the scheduled expiry date of such Letter of Credit; and

(11) that from and after the Conversion Date and if such conversion is consummated, the Bonds will no longer be subject to purchase as provided herein.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

(c) If the Trustee receives written notification from the Obligor by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date the supplemental opinion of Bond Counsel as required by paragraph (a)(2) above, respectively, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of

paragraph (f) under the heading "Tender of Bonds for Purchase" herein. Further, the Issuer, the Obligor, the Trustee and the Bondholders, other than Bondholders whose Bonds were tendered (or deemed to have been tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights hereunder with respect to the Bonds, and all rights of the Issuer, the Trustee and the Obligor hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Trustee shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Bonds shall occur as provided herein if at the time of such conversion an Event of Default shall have occurred under the Indenture and be continuing with respect to the Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to the Indenture.

(f) The Bonds shall not be subject to purchase as provided herein after the Conversion Date.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the Issuer experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended.

Tender Of Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Bonds shall have the right to tender any Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof) to the Trustee as tender agent for purchase on any Optional Tender Date (as hereinafter defined) at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds to be purchased plus interest thereon, if any, to the Optional Purchase Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office of an irrevocable written notice in substantially the form attached hereto as (Sub)Exhibit I at least seven (7) days prior to the date on which the Bonds are to be purchased (the "Optional Tender Date"), in which event the Trustee shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at or prior to 10:00 A.M., Chicago, Illinois

time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof in an authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date as provided in this paragraph (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before 10:00 A.M. Chicago, Illinois Time, On Such Optional Tender Date As Required By This Paragraph (a), Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Optional Tender Date An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On The Optional Tender Date. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest due on such date.

(b) Any Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occurring after the date notice is given by the Trustee to the Bondholders as provided in paragraph (b) under the heading "Conversion of Interest Rate on Bonds" herein through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to paragraph (c) immediately following.

(c) Upon any conversion of the interest rate on the Bonds to the Fixed Rate, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest to the Conversion Date, except for any Bond or Bonds (or portions thereof in authorized denominations) the holders of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form of (Sub)Exhibit II attached hereto.

(d) During the Variable Rate Period, the Bonds shall be subject to purchase on each Mandatory Purchase Date (as hereinafter defined) as hereinafter provided:

(1) If the Obligor delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) except for those Bonds which the holder thereof elects not to tender pursuant to the Indenture as described in paragraph (e) below, to the Trustee as tender agent at its principal corporate trust office on or before the Business Day immediately prior to the applicable Mandatory Purchase Date (the "Mandatory Purchase Tender Date") for purchase on the applicable Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit, at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest, if any, to the Mandatory Purchase Date. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on a May 15, then the Bonds will be called for special mandatory redemption as set forth under the heading "Special Mandatory Redemption" herein.

(2) Upon the Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1) above, give telephonic notice to the Remarketing Agent and give notice by certified mail to the Bondholders, which notice shall state in substance:

(i) the name of the bank issuing the Alternate Letter of Credit and the effective date thereof;

(ii) the Mandatory Purchase Tender Date;

(iii) the Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit;

(iv) that all Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date;

(v) that, to the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money

sufficient to pay the purchase price thereof, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on the Mandatory Purchase Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond; and

(vi) the address of the principal corporate trust office of the Trustee.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Alternate Letter of Credit.

(3) The Bonds shall be tendered for purchase as provided in this paragraph (d), except for any Bond or Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee as tender agent at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto.

(4) If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, the payment of the principal of and interest on the Bonds shall immediately be declared due and payable and interest thereon shall accrue to the fifteenth (15th) day following the date of such declaration.

(e) Any election by a Bondholder to retain any Bond or Bonds (or portions thereof in authorized denominations) and not to tender such Bond or Bonds (or portions thereof in authorized denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with paragraph (c) or (d) above, shall be irrevocable and shall be binding on the Bondholder making such election and on any

transferee of such Bondholder. If A Bondholder Fails To Give Notice Of Such An Election With Respect To Any Bond Or Bonds (Or Portions Thereof In Authorized Denominations) And Thereafter Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before The Fixed Rate Tender Date Or Mandatory Purchase Tender Date, As The Case May Be, As Required By Paragraph (c) Or (d) Above, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Conversion Date Or Mandatory Purchase Date, As The Case May Be, An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of The Purchase Price Payable On Or After The Conversion Date Or Mandatory Purchase Date, As The Case May Be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Bonds to be retained on each such date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, the Trustee shall purchase (but solely from funds received by the Trustee in accordance with the Indenture, including moneys received from a drawing under the Letter of Credit) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with the Indenture at a purchase price equal to one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased plus, in the case of a tender for purchase pursuant to paragraph (a) or (d) above, accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be. Funds for the payment of the purchase price of such Bond or Bonds (or portions thereof in authorized denominations) shall be paid by the Trustee solely from the sources provided in the Indenture. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or deemed to have been tendered for purchase.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

On or prior to the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, at any time upon the giving of notice of redemption, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, on or after the First Optional Redemption Date (as hereinafter defined), in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice of redemption can be given, at the redemption prices determined as provided in the Indenture.

As used herein, the term "First Optional Redemption Date" means October 1 occurring in the year which is the number of years after the Conversion Date equal to the number of years between the October 1 immediately following the Conversion Date (unless the Conversion Date is October 1, in which case from such October 1) and October 1, 2005 multiplied by one-half (1/2) and rounded up to the nearest whole number.

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the earliest practicable date for which notice can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Special Mandatory Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for a period of not less than one (1) year ending on an October 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the October 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price of one hundred percent (100%) of principal amount plus accrued interest to the redemption date.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than one (1) year ending on October 15, and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of the Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of the Indenture.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollar ($100,000) portions thereof prior to the Conversion Date and in Five Thousand Dollar ($5,000) portions thereof after the Conversion Date. Notwithstanding the foregoing, Bonds pledged to the Bank (the "Pledged Bonds") pursuant to the Pledge and Security Agreement dated as of October 1, 1995 among the Obligor, the Trustee and the Bank shall be selected by the Trustee for redemption before any other Bonds are selected for redemption. If there shall be drawn for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and

deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for a Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration of the Bonds upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Obligor fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date. Except in certain circumstances related to

payment of principal and purchase price of and premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent, if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration of acceleration of the Bonds, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations (if any) of the Issuer, the Obligor, the Bank and the holders of the Bonds at any time with the consent of the Bank and the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders, but with the consent of the Bank, in certain specifically described instances. The Indenture also contains provisions permitting, subject to the Bank's consent, holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the Issuer and the Obligor with certain provisions of the Indenture and their consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the holder hereof by the Act to enforce (i) the payment of the principal of and premium (if any) and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium (if any) and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any Illinois constitutional or statutory limitation of the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its seal to be impressed or imprinted hereon, all as of the Date of Original Issue set forth above.

Attest: City of Chicago, Illinois

By: _____ By: _____

Its: City Clerk Its: Mayor

(Seal)

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The Undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

(Sub)Exhibits I, II and III referred to in this Form of Variable Rate Series 1995 Bond read as follows:

(Sub)Exhibit I.
(To Form Of Variable Rate Series 1995 Bond)

Notice Of Election Of Tender.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of October 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $4,500,000 Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned irrevocably elects to tender Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in an amount of $100,000 or any integral multiple thereof) for purchase on _____, 19__ (the "Optional Tender Date"), which date shall be a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of this notice and which date shall be prior to the Conversion Date.

4. The undersigned agrees to deliver such Bond(s) (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent, at [its principal corporate trust office] at or prior to 10:00 A.M., Chicago, Illinois time on such Optional Tender Date and acknowledges, however, that no Bond (or portion thereof in any authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in this notice.

5. The undersigned acknowledges that this notice of election is irrevocable and is binding on the undersigned and on any transferee of the undersigned. The undersigned further acknowledges that if the undersigned fails to deliver such Bond(s) to the Trustee on or before 10:00 A.M., Chicago, Illinois time on such Optional Tender Date, such Bond(s) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the purchase price thereof, such Bond(s) shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of purchase price payable on the Optional Tender Date.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit II.
(To Form Of Variable Rate Series 1995 Bond)

Notice Of Election To Retain Bond Following The Conversion Date.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of October 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $4,500,000 Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in paragraph (b) under the heading "Conversion of

Interest Rate on Bonds", including notice that the interest rate on the Bonds shall be converted to the Fixed Rate on the Conversion Date.

4. The undersigned elects to retain Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of Five Thousand Dollars ($5,000) or any integral multiple thereof) and will not tender, and hereby waives any right to tender, such Bond(s) or portion thereof) on the Fixed Rate Tender Date for purchase on the Conversion Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned agrees to surrender, except as provided in paragraph 7 below, such Bond(s) to be retained by the undersigned to you, as Trustee, on the Conversion Date in exchange for a Replacement Bond or Bonds substantially in the form of (Sub)Exhibit D to the Indenture and in the following denomination(s): _____, and to be bound by the terms of such Replacement Bond or Bonds on and after the Conversion Date.

6. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in paragraph 3 above, including without limitation, termination of the Bonds being subject to purchase as provided in the Indenture, are to occur.

7. The undersigned acknowledges that the interest rate on the Bonds might not be converted from the Variable Rate to the Fixed Rate on the Conversion Date as set forth in the notice from the Trustee referred to in paragraph 3 above and that, in such event, the undersigned shall retain the Bond(s) specified in paragraph 4 above and the interest rate on such Bond(s) shall continue at the Variable Rate.

8. The undersigned acknowledges that the undersigned does not presently know the Fixed Rate to be determined by the Remarketing Agent on the Computation Date and furthermore agrees to accept the Remarketing Agent's determination of such Fixed Rate. If the Remarketing Agent fails to determine the Fixed Rate on the Computation Date, the undersigned acknowledges that the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

9. The undersigned acknowledges that the Letter of Credit which will secure the Fixed Rate Bonds has an initial expiration date of not later than _____, ____ and that from and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in the Indenture.

10. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit III.
(To Form Of Variable Rate Series 1995 Bond)

Notice Of Election To Retain Bond Following The Mandatory Purchase Date.

American National Bank and
Trust Company of Chicago
Trustee, as tender agent
13th Floor
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Manager, Corporate
Trust Department

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of October 1, 1995, between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), relating to the Issuer's $4,500,000 Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

Number	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in clause (d)(2) under the heading "Tender of Bonds for Purchase", including notice that the Bonds are required to be tendered on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date as a result of the issuance of an Alternate Letter of Credit.

4. The undersigned elects to retain Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of $100,000 or any integral multiple thereof) and will not tender such Bond(s) (or portion thereof) on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in paragraph 3 above, are to occur.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit "D".
(To Trust Indenture)

Form Of Fixed Rate Series 1995 Bond.

Unless this Bond 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 Bond 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.

United States Of America

State Of Illinois

City Of Chicago, Illinois

Industrial Development Revenue Bond
(Active Graphics, Inc. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
_____	_____, 1996		

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust

office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the Interest Rate specified above from the date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each April 1 and October 1 (an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture (hereinafter defined), interest is payable by check or draft mailed by the Trustee, when due to the registered holder hereof at the close of business on the fifteenth (15th) day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond Register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each.

This Bond is one of an authorized series of Bonds of the Issuer designated "Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995", and issued in the aggregate principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000) (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Active Graphics, Inc. (referred to herein as the "Obligor"), in accordance with the Loan Agreement between the Issuer and the Obligor dated as of October 1, 1995 (the "Loan Agreement"), so as to enable the Obligor to acquire, construct and equip a manufacturing facility (collectively, the "Project").

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance of the City Council of the Issuer adopted on _____, 1995 (the "Ordinance") and a Trust Indenture (the "Indenture") dated as of October 1, 1995, between the Issuer and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer and do not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer or the credit or taxing power of the Issuer, but shall be limited obligations of the Issuer payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by NBD Bank, a Michigan banking corporation (together with the issuer of any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and subject to limitations set forth

in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the Issuer within the purview of any constitutional limitation or provision.

Limited Obligations.

The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the Issuer, but are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and income derived from the Loan Agreement, the Promissory Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer to pay the Bonds.

No recourse shall be had for the payment of the principal of redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future member, alderman, officer, employee or agent of the Issuer, or any incorporator, member, alderman, officer, employee or agent of any successor entity as such, either directly or through the Issuer or any successor entity, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a Reimbursement Agreement dated as of October 1, 1995 (the "Reimbursement Agreement"), between the Bank and the Obligor.

The Bonds are issuable as fully registered Bonds in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond register of the Issuer kept by the Trustee, and only upon surrender of this Bond for transfer to the

Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the Trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Obligor. The Trustee or the Issuer may require payment by the Bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the Issuer nor the Trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The Issuer, the Obligor, the Trustee and any other agent of the Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the Issuer, the Obligor, the Trustee nor any other such agent shall be affected by notice to the contrary.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

The Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain circumstances set forth in the Indenture, on or after October 1, ____, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Payment Date for which notice of redemption can be given, on the dates and at the applicable redemption prices set forth below (expressed as percentages of the principal amount so redeemed), plus accrued interest to the date of redemption:

Redemption Date (Dates Inclusive)	Redemption Prices
October 1, ____ through September 30, ____	____%
October 1, ____ through September 30, ____	____%
October 1, ____ through September 30, ____	____%

Redemption Date (Dates Inclusive)	Redemption Prices
October 1, ____ and thereafter	____%

[Complete schedule in accordance with Section 217(a) of the Indenture]

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the Issuer in whole at the earliest practicable date for which notice of redemption can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Special Mandatory Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for a period of not less than five (5) years or the remaining term of the Bonds, whichever is less, and ending on an October 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the October 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price equal to the lesser of (a) one hundred three percent (103%) of the principal amount thereof plus accrued interest to the redemption date or (b) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than five (5) years on the remaining term of the Bonds, whichever is less, and ending on an October 15, and (b) a written notice

specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in Five Thousand Dollar ($5,000) portions thereof. If there shall be drawn for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the Issuer, as directed by the Obligor, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the Issuer to the Trustee), notice of redemption shall be mailed by the Trustee by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice

mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Obligor fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7(c) of the Loan Agreement prior to the stated expiration date of the Letter of Credit then in effect. Except in certain circumstances related to payment of principal of, premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration, the Trustee shall mail notice of such declaration by first class mail to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations, if any, of the Issuer, the Obligor and the holders of the Bonds at any time with the consent of the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders in certain specifically described instances. The Indenture also contains provisions permitting holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the Issuer and the Obligor with certain provisions of the Indenture and their consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on

all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the holder hereof by the Act to enforce (i) the payment of the principal of and premium, if any, and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of and premium, if any, and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any Illinois constitutional or statutory limitation of the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago, Illinois has this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its seal to be impressed or imprinted hereon, all as of the Date of Original Issue set forth above.

Attest: City of Chicago, Illinois

By: _____ By: _____

Its: City Clerk Its: Mayor

[Seal]

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

American National Bank and Trust Company of Chicago, as Trustee

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17Ad-15 (17 CFR 240.17Ad-15)

participating in a Securities Transfer Association recognized signature guarantee program.

(Sub)Exhibit "E".
(To Trust Indenture)

DTC Letter Of Representations.

Loan Agreement

Among

City Of Chicago, Illinois

And

Active Graphics, Inc.

Relating To

$4,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bonds

(Active Graphics, Inc. Project)

Series 1995

Dated As Of October 1, 1995.

This Loan Agreement is entered into as of October 1, 1995, between the City of Chicago, Illinois (the "Issuer"), whose post office address is City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Active Graphics, Inc., an Illinois corporation ("Obligor"), whose post office address is 1532 West Fulton Street, Chicago, Illinois 60607.

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, The Issuer is authorized pursuant to its powers as a home rule unit of government to provide financing for the acquisition and installation of equipment in industrial development projects including manufacturing facilities; and

Whereas, The Issuer is further authorized pursuant to its powers as a home rule unit of government to issue its revenue bonds, payable solely and only from the revenues and receipts to be derived by the Issuer from the Obligor, to provide funds to pay, in whole or in part, or to reimburse the Obligor for, the costs of acquiring and installing equipment in such industrial development projects including manufacturing facilities and related costs; and

Whereas, The Bonds (as that term is hereinafter defined) shall be secured by a pledge of, and have a lien upon, the revenues and receipts derived pursuant to this Loan Agreement and the Promissory Note (as hereinafter defined); and

Whereas, Pursuant to, and in accordance with, an ordinance adopted by the City Council of the Issuer on _____, 1995 (the "Bond Ordinance"), the Issuer has authorized and undertaken to issue Four Million Five Hundred Thousand Dollars ($4,500,000) in aggregate principal amount of its Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Series 1995 Bond"), the proceeds of which will be used to (1) pay, or reimburse the Obligor for the payment of, the costs of acquiring and installing certain equipment in the Project (as hereinafter defined) and (2) pay certain expenses incurred in connection with the issuance of the Series 1995 Bonds; and

Whereas, The Obligor has agreed to make payments pursuant to this Loan Agreement and the Promissory Note sufficient in the aggregate to pay fully, when due, the principal of, premium, if any, and interest on the Bonds, the Purchase Price (as hereinafter defined) of Bonds tendered for purchase, and related expenses; and

Whereas, The Obligor has made the necessary arrangements for the acquisition and installation of certain equipment in the Project which will be located in Chicago, Illinois, the financing of which by the Issuer will constitute the financing of an industrial development project including a manufacturing facility and thus fulfill a public purpose of creating additional employment opportunities in the City through the attraction and expansion of economic development activity in the City, and will be of benefit to the health and welfare of the Issuer and its residents; and

Whereas, The Issuer and the Obligor are entering into this Loan Agreement in order to specify the terms and conditions of the financing of the acquisition and installation of certain equipment in the Project, and the financing of the same by the Issuer; and

Whereas, The execution and delivery of the Indenture (as hereinafter defined), this Loan Agreement and the issuance of the Bonds have been in all respects duly and validly authorized by the Bond Ordinance; and

Whereas, As security for the repayment of the Loan (as hereinafter defined), the Obligor will deliver to the Trustee (as hereinafter defined) the Letter of Credit (as hereinafter defined) under which the Trustee will be entitled to draw, in accordance with the terms thereof and the Indenture, up to an amount sufficient to enable the Trustee to pay the principal amount of, the Purchase Price and accrued interest on the Bonds; and

Whereas, The Issuer and the Obligor desire to enter into this Loan Agreement, pursuant to which the Obligor will issue the Promissory Note, in order to set forth the terms and conditions upon which the Issuer will make the loan;

Now, Therefore, In consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

Article I.

Definitions.

All terms used herein which are defined in the Indenture or the Arbitrage Regulation Agreement identified below shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part of this Agreement. In addition to the terms elsewhere defined in this Agreement, the words "this Agreement" as used herein shall mean this Loan Agreement and the following terms used in this Agreement (including the preambles) shall have the following meanings unless the context indicates a different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined:

"Arbitrage Regulation Agreement" means the Arbitrage Regulation Agreement dated as of October 1, 1995 between the Issuer and the Obligor, as the same may be amended or supplemented from time to time as permitted thereby.

"Authorized Obligor's Representative" means George E. Hayes, Jr., or such other individual or individuals designated as such in writing by the Obligor. All consents, notices, representations, certificates, or other documentation required under this Agreement to be given by the Obligor may be given by the Authorized Obligor's Representative.

"Completion Date" means the date of completion of the Project in accordance with the Plans, as set forth in a completion certificate delivered pursuant to Section 5.4 hereof.

"Costs of the Project" means (a) the purchase price of the equipment comprising the Project; (b) obligations of the Issuer or the Obligor incurred, or reimbursement to the Obligor, for labor and to contractors and materialmen in connection with the installation of the Project; (c) Issuance Costs; (d) all other costs which the Obligor shall be required to pay, under the terms of any contract or contracts, for the acquisition and installation of the project; (e) all other costs relating to the Project to the extent that (i) such costs are eligible for payment, including all such costs described in attached (Sub)Exhibit B, and (ii) payment of such costs will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and (f) other costs of a nature comparable to those described in clauses (a) through (e) above which the Obligor shall be required to pay as a result of the damage, destruction, condemnation or taking of the Project or any portion thereof.

"Indenture" means the Trust Indenture dated as of October 1, 1995 between the Issuer and American National Bank and Trust Company of Chicago, as trustee, as the same may be amended or supplemented from time to time as permitted thereby.

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Obligor and related to the authorization, sale and issuance of the Series 1995 Bonds and authorization and execution of this Agreement which items of expense shall include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel and Counsel fees, costs of credit ratings, initial fees of the Trustee, Placement Agent fees, Placement Agent Counsel fees, charges for execution, transportation and safekeeping of the Series 1995 Bonds and related documents, and other costs, charges and fees in connection with the foregoing, including letter of credit fees.

"Loan" means the Loan made pursuant to Section 3.1 of this Agreement.

"Loan Repayment" means all amounts required to be paid by the Obligor to the Issuer (and the Trustee as the assignee of the Issuer) pursuant to the Promissory Note and Section 3.2 of this Agreement.

"Obligor" means Active Graphics, Inc., an Illinois corporation, and its successors and assigns.

"Plans" means the Obligor's plans and specifications for the Project as the same may be revised from time to time in accordance with Section 5.2 hereof.

"Principal User" means a principal user of the Project as such term is used in Section 144(a) of the Code.

"Project" means the acquisition and installation of certain equipment for a manufacturing facility, all as more fully described in attached (Sub)Exhibit D.

"Promissory Note" means the promissory note given by the Obligor pursuant to this Agreement, in the form of attached (Sub)Exhibit C, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Requisition Certificate" means a certificate in the form of attached (Sub)Exhibit E delivered pursuant to Section 5.1 hereof.

Article II.

Representations.

Section 2.1 Representations By The Obligor.

As an inducement to the Issuer to issue the Series 1995 Bonds and to make the Loan to the Obligor, the Obligor makes the following representations, warranties and covenants:

(a) Obligor is a corporation duly organized, existing and in good standing under the laws of the State of Illinois and authorized to conduct business in the State and every other state in which the nature of its business requires such authorization.

(b) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Obligor threatened, against or affecting the Obligor in any court or before any governmental authority or arbitration board or tribunal which, if determined adversely to the

Obligor, would materially and adversely affect the transactions contemplated by this Agreement, the Pledge Agreement, the Promissory Note, the Reimbursement Agreement or the Indenture or which, in any way, would adversely affect the enforceability or validity of the Series 1995 Bonds, the Indenture, the Reimbursement Agreement, the Pledge Agreement, the Promissory Note or this Agreement or the ability of the Obligor to perform its obligations under this Agreement.

(c) The execution, delivery and performance of this Agreement, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement and the compliance by the Obligor with all of the provisions hereof and thereof are within its powers, have been duly authorized, and are not in contravention of law or of the terms of the Obligor's Articles of Incorporation or bylaws, or any unwaived provision of any mortgage, deed, instrument or undertaking to which the Obligor is a party or by which it or its property is bound.

(d) This Agreement, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement are valid, binding and enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity.

(e) The Obligor has obtained all licenses, permits and approvals necessary and obtainable as of the Issue Date for the ownership or conduct of its business, including the transactions contemplated by this Agreement, the Indenture, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement.

(f) The financing, acquisition and completion of the Project will help to relieve conditions of unemployment and encourage the increase of industry and commerce within the City of Chicago by providing employment and increasing the tax base thereon.

(g) The Obligor intends to cause the Project to operate at all times during the term of this Agreement so as to qualify as a "manufacturing facility" as defined in the Code. The Obligor covenants to operate the Project as a manufacturing facility, within the meaning of the Code, at all times during the term of this Loan Agreement until all of the Bonds have been paid in full and are no longer Outstanding (as defined in the Indenture). The description of the Project contained in this Loan Agreement is substantially the same (in all material respects) as the description contained in the Corporation's application to the Issuer.

(h) The Project will be located within the territorial boundaries of the City of Chicago, Illinois and will be completed in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of governmental authorities having jurisdiction of the Project; all necessary utilities are available to the Project; and the

Obligor has obtained all requisite zoning, planning, building, environmental and other permits necessary for the completion of and the use contemplated for the Project.

(i) None of the proceeds of the Series 1995 Bonds shall be applied to any costs of the acquisition or installation of the Project which were paid or incurred (within the meaning of Section 103 of the Code) prior to sixty (60) days before the inducement ordinance adopted by the Issuer with respect to the Project on May 17, 1995. No person that is a Substantial User of the Project or a Related Person after the acquisition date was also a Substantial User of the Project before March 18, 1995 (sixty (60) days prior to the date of the inducement ordinance).

(j) No bonds as described in Section 144(a)(2) of the Code have been issued by any state, political subdivision, district, public body, agency, authority, commission or instrumentality, the proceeds of which have been or will be used with respect to facilities located within the City of Chicago, the Principal User of which is the Obligor or a Related Person as defined in Section 144(a)(3) of the Code or a Principal User of the Project or a Related Person of such Principal User.

(k) The Project constitutes land or property of a character subject to the allowance for depreciation provided by the Code, and at least ninety-five percent (95%) of the net proceeds of the Series 1995 Bonds are being used to acquire property of such character and subject to such allowance.

(l) The amount of Issuance Costs financed from the proceeds of the sale of the Series 1995 Bonds shall not exceed two percent (2%) of the proceeds of the Series 1995 Bonds.

(m) The Obligor has heretofore supplied the Issuer estimates of the Costs of the Project, the Completion Date and periods of usefulness of the Project. The Obligor hereby warrants that such estimates were made in good faith and are fair, reasonable and realistic.

(n) There are no other bonds described in Section 144(a) of the Code which have been issued, or are contemplated to be issued, pursuant to Section 144(a) of the Code (or its predecessor provision), for the benefit of the Obligor, any Principal User, or any Related Person to the Obligor or a Principal User and which (i) were or are to be sold at substantially the same time as the Series 1995 Bonds; (ii) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Series 1995 Bonds; (iii) were or are to be sold at substantially the same rate of interest as the interest rate on the Series 1995 Bonds; and (iv) are payable directly or indirectly by the Obligor or from the source from which the Series 1995 Bonds are payable.

(o) The information furnished by the Obligor and used by the Issuer in preparing the Form 8038, Information Return for Private Activity Bond

Issues, which will be filed by or on behalf of the Issuer with the Internal Revenue Service in Philadelphia, Pennsylvania pursuant to Section 149(e) of the Code, was true and complete as of the date of completion of said Form 8038.

(p) The average maturity of the Series 1995 Bonds does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the components compromising the Project, as determined pursuant to Section 147(b) of the Code.

(q) No more than twenty-five percent (25%) of the net proceeds of the Series 1995 Bonds will be used to provide a facility the primary purpose of which is retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment. No portion of the net proceeds of Series 1995 Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, store the principal business of which is the sale of alcoholic beverages for off premises consumption or residential real property for family units.

(r) Less than twenty-five percent (25%) of the net proceeds of the Series 1995 Bonds will be used to acquire land. No portion of the proceeds of the Series 1995 Bonds will be used to acquire land (or an interest therein) to be used for farming purposes.

(s) No portion of the net proceeds of the Series 1995 Bonds will be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition.

(t) The sum of the authorized face amount of the Series 1995 Bonds allocable to each test-period beneficiary (as defined in Section 144(a)(10)(D) of the Code) plus the respective aggregate face amount of all tax-exempt facility related bonds presently outstanding which are allocable to each such test-period beneficiary does not exceed Forty Million Dollars ($40,000,000).

(u) The Project does not consist of a portion of a single building, enclosed shopping mall or strip of offices, stores or warehouses using substantial common facilities with any other portion or portions of such property (of which the Project is a part) and where any such other portions are or will be financed with qualified bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

(v) The payment of principal or interest with respect to the Series 1995 Bonds is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof. The Series 1995 Bonds are not issued as part of an issue a significant portion of the proceeds of which are to be used in making loans the payment of principal or interest with respect to which are to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof, or invested directly or indirectly in federally insured deposits or accounts. The payment of principal or interest on the Series 1995 Bonds is not otherwise indirectly guaranteed in whole or in part by the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(w) The Obligor will comply with the provisions of Section 148 of the Code.

(x) The Obligor will not make any payments, or agreements to pay, to any party other than the United States an amount that is required to be paid to the United States under the rebate requirements under Section 148(f) of the Code by entering into any transaction that reduces the amount required to be paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series 1995 Bonds not been relevant to either party. The Obligor will not acquire with Series 1995 Bonds proceeds any certificate of deposit, investment contract, or any other type of investment that does not comply with the provisions of the Code.

(y) No event has occurred and no condition exists with respect to the Obligor that would constitute an "Event of Default" under this Agreement or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Agreement.

(z) At least ninety-five percent (95%) of the new proceeds of the Series 1995 Bonds will be used to finance a "manufacturing facility" within the meaning of Section 144(a)(12)(C) of the Code, and no more than twenty-five percent (25%) of the net proceeds of the Series 1995 Bonds will be used to finance facilities that are "directly related and ancillary" thereto within the meaning of Section 144(a)(12)(C) of the Code. For this purpose, the term "manufacturing facility" means any facility which is used in the manufacturing or production of tangible personal property (including the processing resulting in a change in the condition of such property). Manufacturing facilities do not include an office unless such office is located on the premises of the manufacturing facility and not more than a de minimus five percent (5%) portion of the functions to be performed at such office is not directly related to the day-to-day operations at such facility. Manufacturing facilities do not include storage facilities for raw materials, work in process, or finished goods or other materials unless such storage facilities are located on the premises of the manufacturing

facility and are directly related to a manufacturing activity conducted at such facility as opposed to a warehousing, distributing, wholesaling, retailing or other non-manufacturing activity.

(aa) No proceeds of the Series 1995 Bonds will be allocated to the reimbursement of an expenditure for costs of the Project unless such reimbursement allocation is made not later than eighteen (18) months after the later of:

(i) the date the original expenditure is paid; or

(ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

(bb) During the term of this Loan Agreement, the Obligor will pay directly to the Issuer an amount sufficient in the aggregate to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder at the request of the Obligor in connection with the financing of the Project, to the extent such expenses are not paid out of Bond proceeds.

(cc) No person that was a Substantial User of the Project facility at any time during the five (5) year period before the Issue Date or any Related Person to that user (x) will receive (directly or indirectly) five percent (5%) or more of the proceeds of the Bonds for such person's interest in the Project facility, and (y) will be a Substantial User of the Project facility at any time during the five (5) year period after the Issue Date.

(dd) The Obligor will not permit capital expenditures (other than those capital expenditures financed with Bond proceeds) in the City of Chicago, Illinois by the Obligor and any Principal User or any Related Person to the Obligor or any Principal User cumulatively to exceed Five Million Five Hundred Thousand ($5,500,000) during the period of six (6) years beginning three (3) years prior to the issuance of the Bonds and extending three (3) years thereafter.

(ee) The Company covenants to comply with the Arbitrage Regulation Agreement. To the extent that the covenants in the Arbitrage Regulation Agreement differ from those contained in this Loan Agreement, the covenants contained in the Arbitrage Regulation Agreement shall control.

(ff) To the knowledge of the Company, no person holding office of the Issuer, either by election or appointment, has any interest, either directly or indirectly, in any contract being entered into or with respect to any work to be carried out in connection with the issuance and sale of the Bonds and upon which such officer was or may be called upon to act or vote.

Section 2.2 Representations Of The Issuer.

The Issuer makes the following representations and warranties:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois having a population of more than twenty-five thousand (25,000) and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its powers as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, to issue and sell the Series 1995 Bonds, and to make the Loan.

(b) This Agreement is valid, binding and enforceable against the Issuer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors' rights generally and general principles of equity.

(c) There are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the officers of the Issuer executing this Agreement, threatened against the Issuer in any court or before any governmental authority or arbitration board or tribunal which, in any way, would materially and adversely affect the validity or enforceability of the Bonds, the Bond Ordinance, the Indenture, the Placement Agreement, the Nonarbitrage Certificate, the Promissory Note or this Loan Agreement or the performance by the Issuer of its obligations hereunder or thereunder.

(d) The issuance and sale of the Bonds and the execution and delivery by the Issuer of the Indenture, the Placement Agreement, the Nonarbitrage Certificate and this Loan Agreement, and the performance by the Issuer of its obligations hereunder and thereunder (i) are within the power and authority of the Issuer, (ii) comply with the Constitution and laws of the State, (iii) are legal, valid and binding obligations of the Issuer, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors' rights generally and general principals of equity, and (iv) have been duly authorized by all necessary action on the part of the Issuer.

(e) To the knowledge of the officers of the Issuer executing this Agreement, no person holding officer of the Issuer, either by election or appointment, has any interest, either directly or indirectly, in any contract being entered into or with respect to any work to be carried out in

connection with the issuance and sale of the Bonds and upon which such officer was or may be called upon to act or vote.

Section 2.3 No Recourse Against The Issuer.

The obligations of the Issuer under this Agreement are special, limited obligations of the Issuer, payable solely out of the revenues and income derived under this Agreement and the Promissory Note and as otherwise provided under this Agreement and the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer within the purview of any constitutional limitation or provision, or a charge against the credit or general taxing powers of the Issuer. Neither the Issuer nor any person executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Bond Ordinance, the Indenture, this Loan Agreement, the Promissory Note, the Nonarbitrage Certificate or the Placement Agreement (or any other agreement entered into by the Issuer with respect thereto) against any past, present or future member, alderman, officer, employee or agent of the Issuer, or any incorporator, member, alderman, officer, employee or agent of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, alderman, officer, employee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture, the Placement Agreement, the Nonarbitrage Certificate, this Loan Agreement and the Promissory Note (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Article III.

Loan And Repayment.

Section 3.1 Amount And Evidence Of Loan.

Concurrently with the issuance and delivery of the Series 1995 Bonds, the Issuer shall make and the Obligor shall receive the Loan in the principal sum of Four Million Five Hundred Thousand Dollars ($4,500,000), the proceeds of which shall be used to make the required deposit to the Project Fund for payment of the Costs of the Project to be disbursed in accordance

with Section 5.1 hereof. The Loan shall be evidenced by the Promissory Note.

Section 3.2 Loan Repayments.

On or before each date on which a payment of principal, premium, if any, or interest is due on the Bonds, whether by acceleration, mandatory redemption or otherwise, and until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provided for as set forth in Article V of the Indenture, the Obligor shall pay, or cause to be paid, to the Trustee, in immediately available funds for deposit in the Bond Fund, the Loan Repayments, including the amounts payable as principal of, premium, if any, and interest due on the Bonds on such date, less any Eligible Funds held by the Trustee in the Bond Fund and required to be applied to the payment of such principal, premium, if any, and interest on such date.

Notwithstanding any provision in this Section 3.2 to the contrary and except to the extent otherwise required by the Reimbursement Agreement between the Bank and the Obligor, if the Letter of Credit is outstanding and drawings may be made thereunder for the purpose of making payments with respect to the principal of, premium, if any, and interest due on the Bonds which are required to be made pursuant to this Section 3.2, such payments shall be made on such dates on behalf of the Obligor by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (i) of Section 308(a) of the Indenture, and no additional payments shall be due or paid by the Obligor hereunder with respect to the payment of principal of, premium, if any, or interest on such Bonds to the extent that funds are so drawn on the Letter of Credit and applied by the Trustee for such payment on such dates.

Section 3.3 Mandatory And Optional Prepayments Of The Promissory Note.

The Obligor shall have the option to prepay the Promissory Note in whole or in part in increments of principal of One Hundred Thousand Dollars ($100,000) during the Variable Rate Period or Five Thousand Dollars ($5,000) during the Fixed Rate Period and direct the redemption of the corresponding amount of Series 1995 Bonds then outstanding on such dates and pursuant to the provisions and limitations, and upon payment of any required premium, set forth in Section 217(a) of the Indenture.

The Obligor shall be obligated to prepay the Promissory Note at such times in order to enable the Trustee to redeem all or a portion of the Series 1995 Bonds as required in Sections 217(b) and (c) of the Indenture.

In the event the Obligor repays or prepays Loan Repayments and other amounts owing to the Trustee under this Agreement and the Indenture and

to the Bank under the Reimbursement Agreement in such a manner so as to permit the Security to be released from the lien of the Indenture in accordance with Article V of the Indenture, then the Loan shall be deemed fully repaid and this Agreement and the Promissory Note shall be canceled on the date on which the Security is so released. To confirm such cancellation, the Obligor shall have the right to require the Trustee to cancel the Promissory Note and execute any further reasonable evidence of cancellation on the date the Security is so released.

In the event of any optional prepayment of the Promissory Note, on or before the date set for redemption of the Series 1995 Bonds to be redeemed in connection therewith, the Obligor shall deposit, or cause to be deposited from a draw on the Letter of Credit, in the Bond Fund with the Trustee immediately available Eligible Funds which, when added to Eligible Funds on hand with the Trustee, are sufficient to pay the principal of, premium, if any, and interest on the Series 1995 Bonds and to pay all fees, costs, and expenses of the Issuer and Trustee specified in Sections 3.5, 3.6, 6.4, 8.5 and 10.4 accruing through the date set for redemption of the Series 1995 Bonds (provided that no moneys derived from a draw on the Letter of Credit shall be used to pay such fees, costs and expenses of the Issuer or the Trustee).

Section 3.4 Additional Payment Obligations Of The Obligor.

The Obligor agrees to pay, or cause to be paid, to the Trustee, for deposit in the Bond Purchase Fund, on or before each Optional Tender Date and on the Conversion Date and on each Mandatory Purchase Date, an amount sufficient, together with any moneys then held by the Trustee in the Bond Purchase Fund and available for such purpose under Section 403 of the Indenture, to enable the Trustee to pay the Purchase Price of all Bonds to be purchased on such date pursuant to Section 205 of the Indenture at the price specified therein; provided, however, that if the Letter of Credit is outstanding and drawings may be made thereunder for such purpose, payments with respect to the Purchase Price of the Bonds on such date which are required to be made by the Obligor under Section 3.4 shall be made on behalf of the Obligor by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (ii) of Section 308(a) of the Indenture, and no additional payments shall be due or paid by the Obligor hereunder with respect to the Purchase Price of such Bonds to the extent that funds are so drawn under the Letter of Credit and applied by the Trustee to payment of the Purchase Price of Bonds purchased on such date. Anything herein to the contrary notwithstanding, if on any Optional Tender Date or Mandatory Purchase Date or on the Conversion Date the amount theretofore paid by or on behalf of the Obligor hereunder together with the amount theretofore drawn under the Letter of Credit is, for an y reason, insufficient to pay the Purchase Price of the Bonds being tendered on such date as provided in the Indenture, the Obligor hereby agrees to immediately pay an amount equal to such deficiency to the Trustee at its corporate trust office in lawful money of the United States of America and such payment shall be made at such

times as are necessary so that sufficient funds will be available at such times as are necessary to pay the Purchase Price of the Bonds tendered under the Indenture at the times and in the manner contemplated by the Indenture.

Section 3.5 Payment Of Issuer Fees.

The Obligor shall pay a one-time issuance fee of Four Thousand Five Hundred Dollars ($4,500) to the Issuer prior to or contemporaneously with the making of the Loan. In addition, the Obligor shall pay, within ten (10) days of demand therefor, the reasonable fees and expenses of the Issuer related to the Project, or incurred by the Issuer in performing or enforcing the provisions of this Agreement or the Indenture.

Section 3.6 Administrative Expenses.

The Obligor shall pay, or cause to be paid, an amount equal to (i) the reasonable fees and charges of the Trustee for services rendered as Trustee under the Indenture and its reasonable expenses incurred as Trustee under the Indenture, as and when the same become due, including the reasonable fees of its Counsel, and (ii) the reasonable fees and charges of the Remarketing Agent for acting as Remarketing Agent under the Indenture, as and when the same become due, including the reasonable fees of its Counsel.

Section 3.7 Letter Of Credit; Alternate Letter Of Credit.

(a) The Obligor shall cause the Original Letter of Credit to be delivered to the Trustee on or before the Issue Date. The Original Letter of Credit shall terminate no earlier than the earliest of (i) the payment in full by the Bank of funds authorized to be drawn thereunder pursuant to a Final Draft, (ii) the surrender of the Letter of Credit by the Trustee to the Bank for cancellation as a result of (A) the payment in full of the Series 1995 Bonds pursuant to the provisions of the Indenture, or (B) the acceptance by the Trustee of an Alternate Letter of Credit, as certified by the Trustee to the Bank, (iii) 5:00 P.M., Chicago, Illinois time, on October 15, 2005, (iv) the fifth (5th) day following the Conversion Date, or (v) the fifteenth (15th) calendar day following delivery to the Trustee of a direction by the Bank under Section 602 of the Indenture to declare the Bonds due and payable which has not been rescinded.

(b) (1) The Obligor shall have the right at any time and from time to time (but is not obligated) during the Variable Rate Period to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least one (1) year and shall expire on an October 15. Any extension or renewal of the Letter of the Credit during the Variable Rate Period shall not be required to be

accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(b)(2) below.

(2) At any time during the Variable Rate Period upon at least forty-five (45) days prior written notice to the Trustee, the Obligor may, at its option, so long as it has not delivered a Conversion Notice pursuant to Section 204(a) of the Indenture, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that such Alternate Letter of Credit shall be for a period of at least one (1) year and shall expire on an October 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Obligor shall furnish to the Trustee (i) an opinion of Bond Counsel stating that the delivery of such Alternate Letter of Credit is authorized under and complies with this Section 3.7 and that the delivery of the Alternate Letter of Credit will not in itself result in the loss of exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, and (ii) an opinion of Counsel stating that the Alternate Letter of Credit is a binding and enforceable obligation of the issuer thereof (except as enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the issuer of such Alternate Letter of Credit and (B) the availability of equitable remedies, including specific performance and injunctive relief), that payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code and that the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal baking regulatory authorities. In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of Counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(3) Upon receipt of such documentation, the Trustee shall accept such Alternate Letter of Credit, surrender the previous Letter of Credit, and shall give notice thereof, all as set forth in Section 308 of the Indenture.

(c) (1) On the Business Day immediately preceding the Conversion Date, the Obligor shall cause to be delivered to the Trustee (A) an amendment to the Letter of Credit or an Alternate Letter of Credit, which Letter of Credit as amended, or Alternate Letter of Credit, as the case may be, (i) shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that it shall provide for the payment of the outstanding principal, any premium and up to one hundred ten (110) days interest (based on a three hundred sixty (360) day year) payable with respect to the Series 1995 Bonds after the Conversion Date, (ii) shall be effective on the Conversion Date, (iii) shall be for a period of at least five (5) years after the Conversion Date or the remaining term of the Series 1995 Bonds, whichever is less, and (iv) shall expire on an October 15, (B) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (C) an opinion of Counsel stating that (i) the Letter of Credit, as amended, or the Alternate Letter of Credit, as the case may be, is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the Issuer or the Obligor, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (D) evidence that the issuer of the Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit, or (ii) "A". In the case of a Letter of Credit or an Alternate Letter of Credit, as the case may be, issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of Counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Letter of Credit as amended or Alternate Letter of Credit, as the case may be, is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(2) The Obligor shall have the right (but is not obligated) after the Conversion Date to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least five (5) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on an October 15. Any extension or renewal of the Letter of Credit during the Fixed Rate Period shall not be

required to be accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(c)(3).

(3) At any time after the Conversion Date upon at least forty-five (45) days prior written notice to the Trustee, the Obligor may, at its option, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as and shall be in substantially the form of, the amended Letter of Credit or Alternate Letter of Credit, as the case may be, delivered pursuant to Section 3.7(c)(1) except that such Alternate Letter of Credit shall be for a period of at least five (5) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on an October 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Obligor shall furnish to the Trustee (A) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (B) an opinion of Counsel stating that (i) the Alternate Letter of Credit is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the Issuer of such Alternate Letter of Credit and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the Issuer or the Obligor, and (iii) the Issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (C) evidence that the issuer of the Alternate Letter of Credit is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit, or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligations of such bank enforceable in accordance with its terms.

Section 3.8 Credit For Bonds Surrendered.

The Obligor shall have the right to surrender Bonds, other than Bonds pledged to the Bank pursuant to the Pledge Agreement, acquired by it to the Trustee. Bonds so surrendered shall be forthwith cancelled and the principal amount thereof shall be applied as credits with respect to the Loan Repayments due and payable on the respective maturity dates on such Bonds. The Trustee shall provide the Bank with a certificate for the reduction of the amounts available to be drawn under the Letter of Credit as a result of such payments in accordance with the terms of the Letter of Credit.

Article IV.

No Security Interest In Project.

The Issuer shall have no rights to or any interest in the Project, which shall be the sole and exclusive property of the Obligor. However, the Obligor agrees that, subject to reasonable security and safety regulations, the Issuer and the Trustee shall have the right at all reasonable times to enter upon the site of the Project in order to determine that it conforms with the requirements of this Agreement.

Article V.

Acquisition And Installation Of The Project.

Section 5.1 Disbursements From The Project Fund.

Moneys in the Project Fund shall be used for payment of the Costs of the Project and for the other purposes set forth in this Agreement, but for no other purposes. The Trustee shall not be obligated to make any disbursement to the Obligor out of the Project Fund upon the occurrence and during the continuance of an Event of Default under Section 10.1 hereof and the Bank need not consent to any disbursement if there is then an Event of Default or event which, with the giving of notice or lapse of time or both, would constitute an event of default under the Reimbursement Agreement.

Each of the payments to be made for Costs of the Project as herein provided shall be made only upon delivery to the Trustee of a Requisition Certificate signed by the Authorized Obligor's Representative and approved in writing by the Bank. The Obligor shall deliver or cause to be delivered to the Trustee and the Bank (i) an itemization of Costs of the Project in

sufficient detail to evidence the incurring of the costs thereof, and (ii) such other documentation as the Trustee and the Bank may reasonably request.

Section 5.2 Obligation Of The Obligor To Complete The Project And To Pay Costs In Event Project Fund Is Insufficient.

The Obligor hereby agrees to substantially complete the Project on or before October 1, 1998 or such other date acceptable to the Bank substantially in accordance with the Plans. If requested, the Obligor shall make available to the Issuer, the Bank and the Trustee copies of the Plans and such other information concerning the Project as any of them may reasonably request. The Obligor may revise the Plans, provided, however, that the Project shall not be materially altered in scope, character, value or operation without the prior written consent of the Bank, and provided, further, that the expenditure of moneys for the Project as modified will not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon the reasonable request of the Issuer, the Bank of the Trustee, the Obligor shall provide the Issuer, the Bank and the Trustee with all revisions of the Plans and opinions of professional engineers, architects and Counsel, satisfactory to the Issuer, the Bank and the Trustee, as to the conformity of such revisions with the requirements of this Section 5.2.

In the event the moneys in the Project Fund are insufficient to complete the Project and to pay all costs, fees and expenses in connection therewith, the Obligor nevertheless agrees to substantially complete the Project on or before the date and in the manner specified above, and promptly to pay all such costs, fees and expenses. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund will be sufficient to pay the entire amount of such costs, fees and expenses of the Project. The Obligor shall not be entitled to any reimbursement from the Issuer or the Trustee, on account of its payment of any such excess costs, fees and expenses, nor shall it be entitled to any diminution in or postponement of any payment required hereunder or under the Promissory Note.

Section 5.3 Investment Of Project Fund, Bond Fund And Bond Purchase Fund Moneys.

Any moneys held in the Project Fund, Bond Fund or Bond Purchase Fund shall, pending disbursement and upon written request of the Obligor or upon oral or facsimile request of the Obligor later confirmed in writing, be invested only in Permitted Investments in accordance with the provisions of Section 406 of the Indenture, all at such maturities, rates of interest and other specifications as the Obligor may indicate in its request to the Trustee. The investments shall mature not later than the respective dates estimated by the Obligor when the moneys in such Funds shall be needed for the

purposes provided in this Agreement and the Indenture, but should the cash balance in a Fund be insufficient for such purpose, the Trustee is authorized to sell the necessary portion of such investments to meet that purpose. Recognizing that such investments shall be made at the written direction of the Obligor, the Issuer agrees to cooperate with the Obligor and the Obligor covenants that it will restrict the use of the proceeds of the Bonds (and any other funds or moneys which may be deemed to be proceeds of the Bonds pursuant to Section 148(a) of the Code), in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that the Bonds will constitute "arbitrage bonds" under Section 148(a) of the Code.

Section 5.4 Certificate As To Completion.

Upon the completion of the acquisition and installation of the Project and prior to the final requisition of funds from the Project Fund, the Obligor shall submit to the Trustee and the Bank a completion certificate signed by the Obligor substantially in the form of attached (Sub)Exhibit A. All Bond proceeds remaining in the Project Fund after the Completion Date shall be treated as Surplus Bond Proceeds and transferred to the Bond Fund to be applied by the Trustee in the manner provided in Section 11.1 hereof.

Article VI.

Use Of Project, Maintenance, Taxes And Insurance.

Section 6.1 Use, Maintenance And Modifications Of Project By Obligor.

The machinery and equipment comprising the Project shall be owned and used by the Obligor. The Obligor does not know of any reason why the Project will not be so used as described above in the absence of supervening circumstances not now anticipated by it or beyond its control. Notwithstanding the foregoing, the Obligor shall have the right to use the Project during the term of this Agreement for any lawful purpose that will not affect the validity of the Bonds or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The failure of the Obligor to use the Project for its intended purposes shall not in any way abate or reduce the obligation of the Obligor to repay the Loan under the provisions of this Agreement, and shall not be deemed a default under this Agreement in any respect as long as such alternative use is caused by supervening circumstances not now anticipated and does not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and does not cause the Project to be other than a "manufacturing facility" within the meaning of the Code.

The Obligor agrees that it will keep the Project in good repair and good operating condition, ordinary wear and tear excepted, at its own cost.

The Obligor may make additions, modifications and improvements to the Project from time to time as the Obligor, in its discretion, may deem to be desirable, the cost of which shall be paid by the Obligor and the same (except any machinery, equipment or furniture installed under Section 9.2 hereof) shall become part of the Project, provided, however, that such additions, modifications and improvements do not materially and adversely alter the scope, character, value or operation of the Project without the prior written consent of the Issuer and the Bank and do not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee, the Issuer or the Bank may request opinions of professional engineers, architects and Counsel, satisfactory to the Issuer, the Trustee and the Bank, as to the satisfaction of the requirements set forth in this paragraph.

Section 6.2 Taxes, Other Governmental Charges And Utility Charges.

The Obligor shall pay before any interest, collection fees or penalties shall accrue, every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Obligor is or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of the Obligor in or under this Agreement, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding or use of the Project or any portion thereof, including, without limitation, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to any machinery, equipment or other property installed or brought by the Obligor as part of the Project (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the receipts, income or profits of the Issuer from the Project and all utility and other charges incurred in the operation, maintenance, use and upkeep of the Project); provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Obligor shall be obligated to pay only such installments as they become due.

The Obligor may, at its expense and in its own name, in good faith contest any such taxes, assessments and other charges as provided in the Reimbursement Agreement.

The Obligor shall furnish to the Issuer promptly, upon request, proof of the payment of any such tax, assessment or other governmental or similar charge, or any other charge which is payable by the Obligor as set forth above.

Section 6.3 Insurance.

The Obligor shall from the date hereof continuously insure the Project or cause the Project to be insured against such risks as are customarily insured against by businesses or like size and character. After the Completion Date, the Obligor shall carry and maintain hazard insurance in an amount not less than the outstanding principal amount of the Bonds. Any hazard insurance policy (including builders' risk coverage) shall name the Bank as an additional insured or mortgagee, and the Issuer, as its interest may appear, and shall contain a standard mortgagee loss payable endorsement in favor of the Bank and the Issuer, as their interests may appear. So long as no Event of Default has occurred and is continuing, all claims on any hazard insurance policy may be adjusted by the Obligor with the insurers and all insurance proceeds for loss or damage to the Project shall be payable to the Bank for application as provided in Article VII of this Agreement. In addition to the foregoing, the Obligor shall maintain insurance policies as required by the Bank pursuant to the Reimbursement Agreement or any mortgage or security agreement securing the obligations of the Obligor under the Reimbursement Agreement.

Section 6.4 Advances.

In the event that the Obligor shall fail to pay any of the charges required to be paid under Section 6.2 hereof when due, to maintain the insurance coverage required by Section 6.3 hereof or to keep the Project in good repair and operating condition as required by Section 6.1 hereof, the Issuer, the Trustee or the Bank may, but shall be under no obligation to, pay such charges, take out such policies of insurance, or make such repairs or replacements as are necessary and provide for payment thereof; and all such amounts so advanced therefor shall become an additional obligation of the Obligor to the one making the advancement together with interest thereon from the date of advancement until paid, in the case of amounts advanced by the Issuer or the Trustee, at the per annum rate of interest equal to the rate of interest publicly announced from time to time by the bank serving as Trustee as its "prime rate" plus three percent (3%) (but in no event in excess of the highest rate of interest permitted by law), and in the case of amounts advanced by the Bank, at the rate specified in the Reimbursement Agreement.

Article VII.

Damage, Destruction And Condemnation.

In the event (i) the Project is destroyed or sustains damage or (ii) title to or temporary use of all or substantially all of the Project is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, the Obligor shall promptly give written notice thereof to the Issuer, the Bank and the Trustee. The net proceeds of the casualty and property insurance carried with respect to the Project or the net proceeds resulting from condemnation or eminent domain proceedings shall be paid to the Bank and subject to the provisions of the Mortgage (as defined in the Reimbursement Agreement). In case of any loss involving loss to the Project when the next succeeding sentence is not applicable, the Obligor shall make or cause to be made the necessary repairs to or replacements of the Project and any proceeds of insurance maintained by the Obligor shall be paid to the Obligor as reimbursement for the costs of such repairs or replacements. In the event of actual or constructive loss of any portion of the Project in excess of Two Hundred Fifty Thousand Dollars ($250,000), the Bank shall notify the Trustee whether such insurance or condemnation proceeds will be permitted to be used to restore the Project as hereinafter provided or used to prepay the Loan and cause the Series 1995 Bonds to be paid or redeemed to the extent of the available insurance or condemnation proceeds. If the Obligor requests that the insurance proceeds be used to repair or restore the Project and delivers to the Bank a certificate setting forth the estimate of the costs of restoration and evidence satisfactory to the Bank that there are sufficient funds to restore the Project, and the Obligor shall not be in default under the Reimbursement Agreement, then the Bank shall permit such insurance proceeds to be used to repair the Project. If the Bank allows such proceeds, or any part thereof, to be used to restore the Project, the Trustee shall deposit the net insurance or condemnation proceeds it receives from the Bank in the Project Fund, which shall be reactivated, or if the Bank elects to cause the Loan to be prepaid to the extent of such net proceeds, such insurance or condemnation proceeds shall be deposited in the Bond Fund and be used to reimburse the Bank for a draw under the Letter of Credit in connection with the redemption of Series 1995 Bonds as provided in Section 217(b) of the Indenture. Prior to their expenditure, such insurance or condemnation proceeds shall be invested so as not to have an adverse effect on the exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes.

If the Project is to be restored, the Obligor shall diligently proceed to do so with reasonable dispatch and the Trustee will, upon delivery to the Trustee and the Bank of a certificate or certificates which set forth the Obligor's estimate of the cost of total restoration and which are satisfactory to the Bank, signed by an authorized officer of the Obligor and approved in writing by the Bank, in the same form as required by Section 5.1 hereof, and

provided no Event of Default specified in Section 10.1 hereof has occurred and is continuing, apply so much as may be necessary of the moneys in the Project Fund to the payment or reimbursement of the costs of such repair, rebuilding or restoration, and the Obligor will nonetheless complete the work thereof and will pay the cost thereof in excess of the amount of moneys in the Project Fund. The Obligor shall not, by reason of the payment of any such excess costs, be entitled to any reimbursement from the Issuer or the Trustee or any diminution in or postponement of any obligation hereunder. Any balance of such moneys remaining in the Project Fund after providing for or making payment of all costs of such repair, rebuilding or restoration, or which have not been so used within a reasonable period of time under the circumstances, as determined by the Bank, shall be treated as Surplus Bond Proceeds and applied pursuant to Section 11.1 hereof.

Article VIII.

Special Covenants.

Section 8.1 Unconditional Obligation.

The Obligor hereby acknowledges and agrees that the Obligor's obligation to make Loan Repayments and the other payments required hereunder and to perform and observe the other agreements herein contained shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever. Except as otherwise expressly provided herein, this Agreement shall not terminate, nor shall the obligations of the Obligor be affected, by reason of any defect in or damage to or loss or destruction of all or any part of the Project, the failure of the Issuer to perform or observe any agreement, liability or obligation hereunder or the lawful prohibition of the Obligor's or any other Person's use of the Project, the interference with such use by any Person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement or any part hereof, lack of right, power or authority of the Issuer to enter into this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future tax or other law to the contrary notwithstanding, it being the intention of the parties hereto that Loan Repayments and other amounts payable by the Obligor hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement.

In the event the Obligor shall fail to make or cause to be made any of the payments required to be made under this Agreement, the unpaid amount shall continue to be an obligation of the Obligor until such amount shall be fully paid, and the Obligor agrees to pay the same with interest thereon from the date when due until paid at the greater of the rate borne by the related

series of Bonds or the per annum rate of interest equal to the rate of interest announced from time to time by the Trustee as its "prime rate" plus three percent (3%) but not greater than the highest rate of interest permitted by law.

Section 8.2 Right Of Access To The Project.

Subject to the reasonable security and safety requirements of the Obligor, the Obligor agrees that the Issuer, the Bank and the Trustee, and their respective duly authorized agents, shall have the right at all reasonable times upon reasonable notice to enter upon the premises of the Obligor to examine and inspect the Project, and shall have the right at all reasonable times to inspect all books and records of the Obligor relating to the Project and make copies thereof.

Section 8.3 Maintenance Of Existence And Qualification.

The Obligor agrees that throughout the term of this Agreement it shall maintain its existence and shall not merge or consolidate with any other Person and shall not transfer or convey all or substantially all of its property, assets and licenses, except as otherwise provided in the Reimbursement Agreement.

The Obligor warrants (i) that it is and throughout the term hereof it will continue to be qualified to do business in the State, and (ii) that if it elects to consolidate with, merge into or transfer all or, substantially all of its assets to another corporation or other entity in accordance with this section, and such other corporation or other entity is not organized under the laws of the State, the Obligor, as a condition of such consolidation, merger or transfer of assets, shall cause such other corporation or other entity to do business in the State and to remain so qualified continuously during the term hereof.

Section 8.4 Covenant As To Non-Impairment Of Tax-Exempt Status.

The Obligor covenants that, notwithstanding any provision of this Agreement or the rights of the Obligor hereunder, it will not take, or permit to be taken on its behalf, any action that would impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and that it will take such reasonable action for itself and on behalf of the Issuer as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

The Obligor will not cause or permit any proceeds of the Bonds to be invested in a manner contrary to the provisions of Section 148 of the Code and will assure compliance with such requirements on behalf of the Issuer.

At least every year, the Obligor will furnish to the Issuer and the Trustee a report showing the amounts that will be required to be paid to the United States of America pursuant to the provisions of Section 148(f) of the Code as of the end of such year. The Obligor shall calculate and timely pay to the United States of America, for the account of the Issuer, all amounts required to be so paid in accordance with said Section 148(f) and shall maintain, on behalf of the Issuer, all records required to be maintained pursuant to said Section 148(f). At least once every five (5) years, and not later than sixty (60) days after the payment in full of the Series 1995 Bonds, the Obligor will furnish to the Issuer and the Trustee a certificate showing compliance with the applicable provisions of said Section 148(f), which certificate shall be accompanied by an opinion of Counsel or certificate of accountants supporting the matters set forth in such certificate.

In addition to the convenants throughout this Loan Agreement, the Obligor further covenants that (i) it will requisition, apply and spend the moneys in the Project Fund in a manner so that as of any date at least ninety-five percent (95%) of the total amount theretofore requisitioned from the Project Fund will be applied to finance costs (incurred after March 18, 1995) for the acquisition, construction, rehabilitation or improvement of land and other property which is of a character subject to an allowance for depreciation under Section 167 of the Code; (ii) it will not permit moneys in the Bond Fund, Bond Purchase Fund or Project Fund to be invested in such a manner as to cause the Bonds to be "arbitrage bonds" under Section 148(a) of the Code; (iii) it will promptly notify the Trustee if, at any time, the Obligor proposes to take any action, or any action is to be taken by or on behalf of any Principal User of the Project or any Related Persons, the effect of which could be to cause interest on the Series 1995 Bonds to become includable in the gross income of owners thereof for federal income tax purposes by reason of the Ten Million Dollars ($10,000,000) capital expenditure limitation imposed by Section 144(a)(4) of the Code being exceeded or the Forty Million Dollars ($40,000,000) limitation imposed by Section 144(a)(10) of the Code being exceeded; (iv) it will not requisition from the Project Fund more than Ninety Thousand Dollars ($90,000) to pay Issuance Costs; and (v) no portion of the net proceeds of the Series 1995 Bonds will be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition.

The Obligor acknowledges that a failure to abide by the covenants throughout this Loan Agreement may result in a Determination of Taxability. In the event of a Determination of Taxability for any reason, the sole and exclusive remedy of the holders of the Series 1995 Bonds and the Trustee on their behalf shall be the early redemption of the Series 1995 Bonds as provided therein under the caption "Mandatory Redemption".

Section 8.5 Indemnity, Expenses.

(a) The Obligor shall defend, indemnify and hold the Issuer and the Trustee and their respective members, officers, agents, employees, successors and assigns or other elected or appointed officials of the Issuer, past, present or future (the "Indemnified Persons") harmless from any loss, claim, damage, tax, penalty or expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use, or maintenance of the Project, (ii) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, delivery or marketing of the Bonds, or (iii) any act, failure to act or misrepresentation by any Indemnified Person in connection with this Loan Agreement or any other document involving any Indemnified Person in this matter. If any suit, action or proceeding is brought against any Indemnified Person, that suit, action or proceeding shall be defended by Counsel to the Obligor. The Indemnified Person shall promptly notify the Obligor in writing of any suit, action or proceeding of which they have knowledge and for which they are seeking indemnification under this Section 8.5. The failure to provide such notice shall not affect the Obligor's obligations under this Section 8.5. The Obligor shall not be liable for any settlement of any proceeding made without its written consent. The Indemnified Person shall have the right to employ separate counsel in any such action and to participate in the defense, but the fees and expenses of such Counsel shall be at the expense of the party so employing separate counsel unless (i) the employment thereof has been specifically authorized, in writing, by the Obligor, (ii) the Obligor has failed to assume the defense and employ Counsel or (iii) the parties to any such action (including any impleaded parties) include both the party so employing separate counsel (or any person serving at any time as one of its members, officers, agents or employees) and the Obligor, and the party so employing separate counsel shall have been advised, in writing, by its Counsel that representation of the Obligor and such party (or any person serving at any time as one of its members, officers, agents or employees) by the same Counsel would be inappropriate under applicable standards of professional conduct due to actual or potential differing interests between them, which such decision and determination shall be made at the sole and reasonable discretion of the Indemnified Person and its Counsel (in which case, if the party so employing separate counsel notifies the Obligor in writing that it elects to employ separate counsel at the expenses of the Obligor, the Obligor shall not have the right to assume the defense of such action on behalf of such party, and the Obligor shall indemnify the Indemnified Persons for the cost of that defense, including reasonable Counsel fees and expenses).

(b) If a court of competent jurisdiction finds that the liability in question under subsection (a) was caused by the willful misconduct or gross negligence of any involved Indemnified Person, the Obligor shall not be obligated to indemnify the Indemnified Person under subsection (a) unless

such court determines that, despite the adjudication of liability, but in view of all circumstances of the subject case, the Indemnified Person is fairly and reasonably entitled to indemnification for the expenses which such court considers proper.

(c) The Obligor shall also, in the same manner, indemnify any Indemnified Person for all reasonable costs and expenses, including reasonable Counsel fees, incurred in: (i) enforcing any obligation of the Obligor under this Loan Agreement or any related agreement, (ii) taking any action requested by the Obligor, (iii) taking any action required by this Loan Agreement or any related agreement or (iv) taking any action reasonably considered necessary by the Indemnified Person and which is authorized by this Loan Agreement or any related agreement.

(d) The Obligor shall defend, indemnify and save the Trustee and the Tender Agent harmless against and from all fees, costs, expenses, losses, liabilities or damages and reasonable attorneys' fees incurred by the Trustee and the Tender Agent in the exercise and performance of any of their respective powers and duties hereunder or under the Indenture, except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of their respective negligence or willful misconduct.

(e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or State law or the Bond Ordinance and (ii) enforce any rights accorded to the Issuer by federal or state law or the Bond Ordinance, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(f) The Obligor shall also indemnify the Issuer for all reasonable costs and expenses, including reasonable Counsel fees, incurred in: (i) enforcing any obligation of the Obligor under this Agreement or any related agreement, (ii) taking any action requested by the Obligor, (iii) taking any action required by this Agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement.

(g) The Obligor shall indemnify and save the Trustee, the Tender Agent and the Remarketing Agent harmless against and from all loss, liability or damages and reasonable attorneys' fees incurred by each of them in the exercise and performance of any of their powers and duties hereunder or under the Indenture or the Pledge Agreement, in the case of the Trustee, except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of their gross negligence or willful misconduct.

(h) The obligations of the Obligor under this Section 8.5 shall survive any assignment or termination of this Agreement.

Section 8.6 Compliance With Laws.

The Obligor shall, throughout the term of this Agreement and at no expense to the Issuer, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project.

Section 8.7 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Obligor pursuant to this Agreement and the execution of this Agreement shall constitute conclusive evidence of approval of the Indenture by the Obligor to the extent it relates to the Obligor. Additionally, the Obligor agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Obligor, such duty or obligation shall be binding upon the Obligor to the same extent as if the Obligor were an express party to the Indenture, and the Obligor hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Obligor were a party to the Indenture.

Section 8.8 Recording And Maintenance Of Liens.

(a) The Obligor will, at its own expense, take all necessary action to maintain and preserve any liens and security interest of the Loan Agreement or the Indenture so long as any principal of, premium, if any, or interest on the Bonds remains unpaid.

(b) The Obligor will promptly, but not later than six (6) months prior to the date any financing statement or continuation statements must be filed to perfect or maintain the security interest granted to the Trustee pursuant to the Indenture, prepare the required financing or continuation statements and forward completed originals to the Trustee accompanied by the name and address of the appropriate state and county offices where such financing statements or continuation statements are to be duly filed and recorded as required by the provisions of the Uniform Commercial Code or other similar law as enacted by the State. The Obligor will, concurrently with the preparation of the continuation or financing statements pursuant to the immediately preceding sentence, provide to the Trustee, a legal opinion satisfactory in form and substance to the Trustee, setting forth the actions (including all registrations, recordations and filings) necessary to maintain or perfect the security interest granted to the Trustee pursuant to the

Indenture as required by the provisions of the Uniform Commercial Code or other similar law as enacted by the State. All costs and expenses associated with any such financing or continuation statements, the filing thereof or preparation of any legal opinion shall be the sole responsibility of and borne by the Obligor.

(c) The Issuer shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected hereby. The Issuer will execute such instruments as may be necessary in connection with such filing or recording.

Section 8.9 Annual Certificate.

The Obligor will furnish to the Issuer and to the Trustee on or before October 31 of each year, a certificate of the Obligor signed by the Authorized Obligor's Representative stating that the Obligor has made a review of its activities during the preceding Bond Year for the purpose of determining whether or not the Obligor has complied with all of the terms, provisions and conditions of this Agreement and the Obligor has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Obligor shall be in default such certificate shall specify all such defaults and the nature thereof.

Article IX.

Assignment, Leasing, Equipment.

Section 9.1 Transfer, Assignment And Leasing.

The Obligor may lease or sublease any portion of the Project constituting less than or equal to ten percent (10%) of the Project's components to any other person without the consent of the Bank and may lease or sublease any portion of the Project exceeding ten percent (10%) of the Project's components to any other person with the consent of the Bank provided that the Obligor delivers to the Bank, the Issuer and the Trustee in connection with any such leasing (i) a Prior Issue Certificate from the tenant substantially in the form of (Sub)Exhibit F attached hereto if such lease is entered into with a "test period beneficiary" (as defined in Section 144(a)(10)(D) of the Code), and (ii) an opinion of Bond Counsel that subsequent to the execution of the lease, interest on the Series 1995 Bonds will remain wholly excludable from gross income of the Bondholders for federal income tax purposes. No leasing shall relieve the Obligor from primary liability for any

of its obligations hereunder, and in the event of any such leasing the Obligor shall continue to remain primarily liable for the payment of Loan Repayments and for performance and observance of the other agreements herein on its part to be performed and observed.

Subject to the prior written consent of the Bank, this Agreement may be assigned, in whole or in part, and the Project may be sold, transferred or conveyed as a whole or in part, by the Obligor without the necessity of obtaining the consent of the Issuer or the Trustee, subject, however, to the following conditions:

(i) No assignment, sale, transfer or conveyance shall relieve the Obligor from primary liability for any of its obligations hereunder, and if any such assignment occurs, the Obligor shall continue to remain primarily liable to make the payments required to be made by the Obligor hereunder and for performance and observance of the other agreements on its part herein provided to be performed and observed by it;

(ii) The assignee or purchaser shall assume the obligations of the Obligor hereunder to the extent of the interest assigned, sold, transferred or conveyed;

(iii) The Obligor shall, at least thirty (30) days prior to the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assignment or sale agreement, as the case may be, together with (A) any instrument of assumption, (B) a Prior Issue Certificate from the purchaser or assignee if such person qualifies as a "test period beneficiary" of the Project (as defined in Section 144(a)(10)(D) of the Code), and (C) an opinion of Bond Counsel that such assignment or sale agreement will not adversely affect the exclusion of interest on the Bonds from gross income of the Bondholders for federal income tax purposes; and

(iv) The assignee, transferee or purchaser shall continue to use the Project for purposes permitted under Section 144(a)(11)(C) of the Code for the term of this Agreement.

Section 9.2 Substitution And Removal Of Machinery And Equipment.

Except as provided in this section, machinery and equipment comprising the Project shall remain at the address set forth for the Obligor in Section 904 of the Indenture. The Obligor shall have the privilege of removing any machinery or equipment comprising a part of the Project upon substituting therefor property of like nature having a fair market value of not less than the removed property, provided that such substitution shall not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any such substituted machinery and equipment shall be identified in writing by the Obligor to the Issuer, the Trustee and the Bank

and shall become a part of the Project and be included under the terms of this Agreement. The Obligor may, with the consent of the Bank, sell any machinery and equipment comprising a portion of the Project without substitution therefor so long as the removal of such machinery and equipment from the Project will not, in the opinion of the Bank, adversely alter the scope, character or operation of the Project or, in the opinion of Bond Counsel, impair the exclusion of interest on the Series 1995 Bonds from gross income for federal income purposes. Unless otherwise consented to by the Bank, the Obligor shall pay into the Bond Fund the proceeds from such sales without substitution and such proceeds shall be treated as Surplus Bond Proceeds and applied as provided in Section 11.1 hereof.

The Issuer and the Obligor agree to execute and deliver such documents (if any) as the Issuer, the Obligor or the Bank may reasonably request in connection with any action taken by the Issuer or the Obligor under this section. The Obligor agrees to repair any damage to the Project caused by removal of such property and to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition, installation and removal of any such property installed or removed pursuant to this section.

Article X.

Events Of Default And Remedies.

Section 10.1 Events Of Default.

The following shall be events of default under this Agreement and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Obligor to pay the Loan Repayments in the amounts and at the times provided in this Agreement or the Promissory Note; provided, however, that no Event of Default described in this subparagraph (a) shall be deemed to have occurred solely by reason of (A) such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(a) or (b) of the Indenture, but such failure may constitute an Event of Default to the extent declared by the Bank to constitute an Event of Default under the Reimbursement Agreement, or (B) payment of any or all Loan Repayments by the Obligor directly to the Bank and not to the Trustee;

(b) Failure by the Obligor to make payments in the amounts and at the times provided in Section 3.4 of this Agreement; provided, however, that

no Event of Default described in this paragraph (b) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Purchase Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(c) of the Indenture;

(c) Failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or in the Promissory Note for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Obligor by the Issuer, the Bank or the Trustee; provided, however, that if the Obligor shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence, can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Trustee with the consent of the Bank to be necessary to enable the Obligor to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(d) Any representation or warranty made by the Obligor in any document delivered by the Obligor to the Trustee or the Bank or the Issuer in connection with the sale and delivery of the Series 1995 Bonds proves to be untrue when made in any material respect;

(e) Occurrence of an Event of Default under the Indenture; or

(f) The Obligor (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (f), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors, or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if such proceeding is being contested by the Obligor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days.

Section 10.2 Remedies On Default.

Whenever an Event of Default referred to in Section 10.1 hereof shall have occurred and be continuing and if acceleration of the principal amount of the Series 1995 Bonds has been declared pursuant to Section 602 of the Indenture:

(a) The Trustee shall declare all Loan Repayments to be immediately due and payable, whereupon the same shall become immediately due and payable and the Trustee shall thereupon draw upon the Letter of Credit in accordance with its terms and the terms of the Indenture;

(b) Subject to the reasonable security and safety requirements of the Obligor, the Issuer or the Trustee may have access to and inspect, examine, and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Obligor, only insofar as they relate to the Project or the Event of Default and the remedying thereof; and

(c) To the extent of any insufficiency after drawing under the Letter of Credit, the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, the Promissory Note or to enforce the performance of any other obligation or agreement of the Obligor under such documents.

Any amounts collected pursuant to action taken under this section shall be applied in accordance with Section 607 of the Indenture.

Notwithstanding any other provision of this Agreement or the Indenture, the Issuer shall be entitled to cause the Obligor to perform the Obligor's obligations under Sections 3.5, 3.6, 6.4, 8.5 and 10.4 hereof for the benefit of the Issuer.

Section 10.3 No Remedy Exclusive.

No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or the Indenture, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be

necessary to give any notice, other than such notice as may be herein expressly required.

Notwithstanding any other provision of this Agreement (except Section 13.2 hereof) or the Indenture, the Issuer or the Trustee shall not be entitled to exercise any remedy reserved to it in this Article X without the prior written consent of the Bank, except that the Issuer may after notice to, but without the prior written consent of, the Bank institute an action against the Obligor to recover any fees or expenses to which the Issuer is entitled under this Agreement.

Section 10.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event that the Issuer, the Bank or the Trustee employs attorneys or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Obligor contained in the Promissory Note, the Placement Agreement or in this Agreement, the Obligor agrees that it will on demand therefor promptly reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied By One Waiver.

In the event any term, condition or covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Because of the assignment of the Issuer's rights and interest in this Agreement to the Trustee under the Indenture, the Issuer shall have no power to waive or release the Obligor from any Event of Default or the performance or observance of any obligation or condition of the Obligor under this Agreement without prior written consent of the Trustee and the Bank, but the Issuer shall so waive or release the Obligor if requested by the Trustee and the Bank, provided the Issuer receives an opinion of its Counsel that such action will not impose any pecuniary obligation or liability or adverse consequence upon the Issuer and the Issuer shall have been provided such indemnification from the Obligor or the Trustee or the Bank, as the Issuer shall deem necessary.

Article XI.

Payment Of Surplus Bond Proceeds From The Bond Fund.

Section 11.1 Surplus Bond Proceeds.

All Surplus Bond Proceeds transferred to the Bond Fund pursuant to the

provisions of Section 5.4 and Section 9.2 hereof shall be applied by the Trustee at the direction of the Obligor after the date on which such moneys first become Eligible Funds in the Bond Fund (i) to the purchase of Bonds on the open market for cancellation, (ii) to the payment of the scheduled principal maturities of the Bonds (but not interest) or (iii) to the redemption of Series 1995 Bonds on the first date on which the Series 1995 Bonds may be called for optional redemption at par as set forth in Section 217(a) of the Indenture. In addition, at the direction of the Obligor and with the written consent of the Bank, Surplus Bond Proceeds held in the Current Account of the Bond Fund shall be paid by the Trustee to the Bank to the extent of any moneys owing under the Reimbursement Agreement as a result of a drawing on the Letter of Credit to pay principal (but not interest) on the Bonds. To the extent that the amount of Surplus Bond Proceeds exceeds five percent (5%) of the original aggregate principal amount of the Series 1995 Bonds, such excess shall be invested at a yield which will not exceed the yield on the Bonds or, in the opinion of Bond Counsel, will not impair the exclusion of interest on the Series 1995 Bonds from gross income for federal income tax purposes.

Article XII.

The Bonds.

Section 12.1 Issuance Of The Series 1995 Bonds.

The obligations of the Issuer and the Obligor hereunder are expressly conditioned upon the execution of the Placement Agreement, satisfaction or waiver of its terms and conditions, and payment for the Series 1995 Bonds pursuant thereto.

Section 12.2 Additional Bonds.

At the request of the Obligor and with the prior written consent of the Bank, the Issuer may, but shall not be required to, authorize the issuance of Additional Bonds in accordance with Section 220 of the Indenture. The terms of any Additional Bonds shall be approved by the Obligor and the Bank. Additional Bonds may be issued only to finance any one or more of the following: (i) the cost of completing the Project; (ii) the costs of making improvements to the Project; (iii) the refunding of all or any part of the Bonds; and (iv) the costs of issuance relating to the Additional Bonds and other costs reasonably related to the financing as shall be agreed upon by the Obligor and the Issuer. Any improvements to the Project acquired with the proceeds of the Additional Bonds shall become a part of the Project and shall be included under this Agreement. Refusal for any reason by the Issuer to

issue Additional Bonds shall not release the Obligor from any provisions of this Agreement.

Section 12.3 Compliance With Indenture.

The Issuer agrees to comply with the covenants, requirements and provisions of the Indenture and perform all of its obligations thereunder.

Section 12.4 Consent To Issuer's Pledge.

The Obligor hereby acknowledges and consents to the assignment and pledge by the Issuer to the Trustee, for the benefit of the Bondholders, and the Bank, of (i) the Promissory Note; (ii) the moneys deposited to the various funds and accounts hereunder and under the Indenture (including investments); and (iii) all of the Issuer's rights and powers and this Agreement, including the right to receive Loan Repayments (but excluding certain rights of the Issuer as specified in Section 301 (iv) of the Indenture) and the right and power to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Obligor under this Agreement. The Obligor further acknowledges and consents to the right of the Trustee and the Bank, as the case may be, to enforce all rights of the Issuer and Bondholders assigned under the Indenture.

Section 12.5 Rights Of Trustee Hereunder.

The parties hereto recognize and agree that the terms of this Agreement and the enforcement thereof are essential to the security of the Trustee (for the benefit of the Bondholders) and the Bank and are entered into for the benefit of the Trustee (on behalf of the Bondholders) and the Bank. The Trustee (and any assignee of or subrogee to the Trustee) and the Bank shall accordingly have contractual rights and duties in this Agreement and be entitled to require the enforcement of the terms hereof.

Except for the rights of the Obligor set forth in Section 13.1 hereof, the Obligor and the Issuer each acknowledge that neither the Obligor nor the Issuer has any interest in the Bond Fund or the Bond Purchase Fund and any moneys deposited therein and that the Bond Fund and the Bond Purchase Fund and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondholders and the Bank as provided in the Indenture.

Section 12.6 Amendments To Indenture And This Agreement.

The Issuer shall not amend nor consent to any amendment to the Indenture or this Agreement except as specified in Article VIII of the

Indenture, which Article VIII is incorporated herein by this reference as if it were fully set forth herein. The Obligor hereby agrees to be bound by the provisions of Article VIII of the Indenture.

Article XIII.

Miscellaneous.

Section 13.1 Amounts Remaining In Funds.

Any amounts remaining in the Project Fund or the Bond Fund upon expiration or sooner cancellation or termination of this Agreement, after the Loan and the Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and the fees, charges and expenses of the Trustee and all other amounts required to be paid under the Indenture, the Reimbursement Agreement and this Agreement shall have been paid, shall be paid to the Obligor as an overpayment of the Loan.

Section 13.2 Rights Of The Bank.

All rights of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, terminate and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the Obligor's obligations to the Bank pursuant to the Reimbursement Agreement have been paid. The right of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments shall not be suspended notwithstanding the preceding sentence if a court of competent jurisdiction has enjoined the Bank from making any payment under the Letter of Credit.

Section 13.3 Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the Issuer, the Trustee, the Bank, the Remarketing Agent, or the Obligor if the same shall be duly mailed by first-class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed in writing by first-class mail, postage pre-paid, or sent by telegram, telecopy, or telex or other similar communication, on the same days addressed as specified in Section 904 of the Indenture.

The Obligor, the Issuer, the Bank, and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two addresses.

Section 13.4 Bondholders' Action.

Whenever any consent, approvals, waivers or other actions are required of the Bondholders hereunder, under the Indenture, the Promissory Note or any other instrument or document delivered with respect to the Bonds, such consent shall only be given in compliance with Section 806 of the Indenture.

Section 13.5 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Obligor and their respective successors and assigns, subject to the limitation that any obligation of the Issuer created by or arising out of this Agreement shall not be a general debt of the Issuer but shall be payable solely out of the Security, the proceeds of the sale of the Bonds or the net proceeds of any insurance or condemnation awards as provided herein, anything herein contained to the contrary by implication or otherwise notwithstanding.

Section 13.6 Severability.

If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Issuer or the Obligor, as the case may be, to the full extent permitted by law.

Section 13.7 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections of this Agreement.

Section 13.8 Interpretation.

This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 13.9 Execution In Counterparts.

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

Section 13.10 Term Of Agreement.

This Agreement shall be in full force and effect from the date hereof to and including such date as all of the Bonds shall have been fully paid or retired (or provision for such payment shall have been made pursuant to Article V of the Indenture), all fees, charges and expenses of the Issuer, the Trustee, and the Remarketing Agent shall have been fully paid and all amounts due hereunder and under the Promissory Note have been duly paid or provisions made for such payment. All representations, certifications and covenants by the Obligor as to the indemnification of various parties and the payment of fees and expenses of the Issuer as described in Section 8.5 of this Agreement, and all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

[Seal] City of Chicago, Illinois

Attest

By: _____ By: _____

Its: City Clerk Its: Chief Financial Officer

[Seal] Active Graphics, Inc.

Attest

By: _____
Its: Secretary

By: _____
George E. Hayes, Jr.
Its: President

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

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

Completion Certificate.

To: City of Chicago, Illinois

NBD Bank, N.A.

American National Bank and Trust Company of Chicago, as Trustee

From: Active Graphics, Inc.

Subject: Loan Agreement dated as of the 1st day of October, 1995.

The undersigned does hereby certify:

1. The acquisition and installation of the Project have been substantially completed in accordance with the plans and in such manner as to conform with all applicable zoning, planning and building regulations of the governmental authorities having jurisdiction of the Project, as of _____, 199__ (the "Completion Date").

2. The Costs of the Project have been paid in full except for those not yet due and payable, which are described below and for which moneys for payment thereof are being held in the Project Fund:

Cost of the Project not yet due and payable:

Description	Amount
	$_____
Total:	$_____

3. The moneys in the Project Fund in excess of the totals set forth in 2 above represent Surplus Bond Proceeds and the Trustee is hereby authorized and directed to transfer all such Surplus Bond Proceeds to the Bond Fund pursuant to Section 5.4 of the Loan Agreement.

4. No event of default has occurred under the Promissory Note, the Loan Agreement or the Reimbursement Agreement nor has any event occurred which with the giving of notice or lapse of time or both shall become such an event of default. Nothing has occurred to the knowledge of the Obligor that would prevent the performance of its obligations under the Promissory Note, the Loan Agreement or the Reimbursement Agreement.

This certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

Executed this _____ day of _____, 199__.

_____
Authorized Obligor's Representative

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

Costs Of The Project.

The following are the estimated costs of the Project:

		Finance From:	
	Total	Bond Proceeds	Equity Contribution
Machinery and Equipment	$4,760,000.00	$4,410,000.00	$350,000.00
*Issuance Costs	_____	90,000.00	_____
TOTAL	$_____	$4,500,000.00	$_____

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

Promissory Note.

$4,500,000 Chicago, Illinois
Dated _____, 1995

For Value Received, Active Graphics, Inc., an Illinois corporation (the "Obligor"), promises to pay to the order of the City of Chicago, Illinois (the "Issuer"), the principal sum of Four Million Five Hundred Thousand Dollars ($4,500,000) together with (a) interest thereon in an amount sufficient to enable the Issuer to make payment of all interest becoming due and payable on the Issuer's Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995, dated as of _____, 1995 (the "Bonds") in the principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000), issued pursuant to a Trust Indenture dated as of October 1, 1995 (the "Indenture") between the Issuer and American National Bank and

---

* No more than $90,000 of Bond Proceeds will be used to pay Issuance Costs.

Trust Company of Chicago, a national banking association, as Trustee (the "Trustee"), which Indenture and Bonds are incorporated herein by reference and made a part hereof, and (b) such redemption premiums and other amounts as are required to be paid by the Obligor to the Issuer as Loan Repayments as provided in the Loan Agreement, dated as of October 1, 1995 between the Obligor and the Issuer (the "Loan Agreement"), which is incorporated herein by reference and made a part hereof.

The foregoing amounts shall be paid by means of Loan Repayments which shall be due and payable (less any credits to which the Obligor may be entitled under the Loan Agreement), in immediately available funds, as follows:

A. On or before each date on which a payment of interest is due on the Bonds, the Obligor shall pay interest in an amount equal to the aggregate unpaid interest due or to become due on the Bonds on such payment date, less any Eligible Funds (as defined in the Indenture) then held by the Trustee in the Bond Fund (as defined in the Indenture) which are then being held for application to the payment of interest on the Bonds in accordance with the Indenture;

B. On each January 1, April 1, July 1 and October 1, commencing January 1, 1996, an amount equal to one-fourth of the mandatory redemption due on the next succeeding October 1 and, in any event, on or before each date on which a payment of principal and premium, if any, is due on the Bonds, whether by maturity, acceleration or otherwise, the Obligor shall pay principal and premium, if any, in an amount equal to principal and premium, if any, then due or to become due on the Bonds on such payment date, less any Eligible Funds then held by the Trustee in the Bond Fund, other than those Eligible Funds applied to payment of interest on the Bonds as set forth above, which are then being held for the payment of principal and premium, if any, on the Bonds under the Indenture.

Notwithstanding the foregoing, the Obligor shall pay principal of, premium, if any, and interest on the Bonds to the Trustee so as to permit the redemption of all or a portion of Bonds then outstanding in accordance with Section 217 of the Indenture.

The Obligor shall have the option to make advance payments of Loan Repayments, from time to time, which advance payments shall be deposited with the Trustee in the Bond Fund and shall be applied as provided in the Loan Agreement and the Indenture.

All payments shall be made in coin or currency of the United States of America in immediately available funds at the principal corporate trust office of the Trustee, or at the office of any successor trustee.

If the Obligor fails to pay any installment of principal, premium, if any, and interest when due under this Promissory Note and the Trustee fails to receive sufficient moneys pursuant to one or more draws under the Letter of Credit (as defined in the Indenture) to pay any such installment, or upon the occurrence of any one or more of the events of default specified in the Loan Agreement, the Trustee then, or at any time thereafter, may under certain conditions specified in Section 602 of the Indenture give notice to the Obligor declaring all unpaid amounts then outstanding hereunder or under the Loan Agreement (including all fees), to be due and payable, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

All payments hereon shall be applied first to accrued interest, then to premium, if any, and then to principal.

The undersigned waives (except as provided herein) demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Promissory Note made by agreement with any person now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability under this Promissory Note, either in whole or in part, of the undersigned if not a party to such agreement.

The Promissory Note is issued under and is subject to the terms and conditions of the Loan Agreement.

This Promissory Note and all instruments securing the same are to be construed according to the laws of the State of Illinois.

Active Graphics, Inc.

By: _____

Its: President

[Seal]

By: _____

Its: Secretary

Pay To The Order Of American National Bank And Trust Company Of Chicago, As Trustee, Without Warranty Or Recourse.

City of Chicago, Illinois

By: _____

Its: Chief Financial Officer

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

Project Description.

The Project consists of the acquisition and installation of machinery and equipment to be used for manufacturing purposes to be initially located in the existing building located on the Land, together with certain leasehold improvements to the building to be used for manufacturing purposes. The building is and will be leased to the Obligor. The machinery and equipment will be owned and operated by the Obligor. The Obligor will use the Project to manufacture complex, multicolor collateral materials for the corporate and graphic design market.

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

Requisition Certificate.

To: American National Bank and Trust Company of Chicago, as Trustee

From: Active Graphics, Inc. (the "Company")

Subject: $4,500,000 City of Chicago, Illinois Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds")

This represents Requisition Certificate No. ____ in the total amount of $_____ for payment of those Costs of the Project detailed in the schedule attached.

The undersigned does certify that:

1. All of the expenditures for which moneys are requested hereby represent proper Costs of the Project, have not been included in a previous Requisition Certificate and have been properly recorded on the Obligor's books.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Obligor for funds actually advanced for Costs of the Project. The moneys requested do not include retention or other moneys not yet due or earned under construction contracts.

3. After payments of moneys hereby requested, there will remain available to the Obligor (from the Project Fund) sufficient funds to complete the Project substantially in accordance with the Plans.

4. At least ninety-five percent (95%) of the sum of the payment herein requested from the Project Fund and all other payments from the proceeds of the Series 1995 Bonds heretofore made from the Project Fund have been used to finance the acquisition, construction, or improvement of land and buildings and the acquisition and installation of machinery and equipment for the Project, all of which property other than land is of a character subject to the allowance for depreciation under Section 167 of the Code, all of which costs for such property or land were first incurred subsequent to sixty (60) days prior to May 17, 1995, and no more than five percent (5%) of the sum of the payment herein requested from the Project Fund and all other payments from the proceeds of the Series 1995 Bonds

heretofore made from the Project Fund has been or will be used, directly or indirectly, as working capital or to finance inventory or Issuance Costs.

5. The Obligor is not in default under the Promissory Note, the Loan Agreement or the Reimbursement Agreement and nothing has occurred to the knowledge of the Obligor that would prevent the performance of its obligations under the Loan Agreement, the Promissory Note or the Reimbursement Agreement.

6. Delivered herewith are all of the documents in form and content required by Section 5.1 of the Loan Agreement.

Capitalized terms used but not defined herein shall have the meanings given in the Trust Indenture and Loan Agreement relating to the Bonds.

Executed this ____ day of _____, 19__.

_____
Authorized Obligor's Representative

Approved:

NBD Bank

By: _____

Its: _____

Schedule To Requisition Certificate No. ____.

1. Person to whom payment is to be made or was made (with proof of payment)

Name: _____

Address: _____

_____

2. Amount to be paid: $_____

3. Date of payment: _____
(if previously made)

4. Obligation for which payment is to be made:

_____

Total Obligation: _____

Amount Previously Paid: $_____

Unpaid Balance: $_____

(Sub)Exhibit "F".
(To Loan Agreement)

Prior Issue Certificate.

(To be attached as an addendum
to any sale, assignment, or
lease of Bond-financed facility)

The undersigned hereby executes this Prior Issue Certificate for the purpose of enabling Active Graphics, Inc., an Illinois corporation (the "Obligor"), the Obligor on the $4,500,000 City of Chicago, Illinois Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"), to comply with a provision of a Loan Agreement, dated as of October 1, 1995, by and between the Obligor and the City of Chicago, Illinois (the "Issuer"), such provision being intended to prevent the loss of the

exclusion of the interest on the Bonds from gross income for federal income tax purposes by reason of Code Section 144(a)(10). The undersigned undertakes and confirms that the Obligor is relying upon the information and representations contained herein, and that such information and representations are correct and complete. Failure to supply the correct information on this Certificate, notwithstanding anything in the Loan Agreement this (Sub)Exhibit F is a part of to the contrary, constitutes a breach of such Loan Agreement.

The undersigned hereby certifies that the face amount of all outstanding tax-exempt facility-related bonds ("F.R.B.s") allocated to the undersigned at the time the Bonds were issued was $_____. This is an amount which bears the same relationship to the face amount of the outstanding tax-exempt F.R.B.s as the portion of the facilities financed by such F.R.B.s used by the undersigned bears to all such facilities financed, or as the portion of the facilities owned by the undersigned bears to all such financed facilities.

The undersigned hereby certifies that the face amount of the Bonds allocated to the undersigned, based upon the percentage of use or the percentage of ownership by the undersigned in the Bond-financed facilities, is $_____.

The undersigned does hereby certify that he or she is a duly authorized officer of the proposed _____, as indicated under his or her signature, and that he or she has been authorized to furnish the information and representations contained for use by the Obligor.

_____
(Purchaser, Lessee, Sublessee or Assignee)

Date: _____ By: _____

Its: _____

Placement Agreement

Among

City Of Chicago

Active Graphics, Inc.

And

NBD Bank, N.A.

Dated As Of October 1, 1995.

Active Graphics, Inc.
1532 West Fulton Street
Chicago, Illinois 60607

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Ladies and Gentlemen:

At the request of Active Graphics, Inc., an Illinois corporation (the "Obligor"), NBD Bank, N.A. (the "Placement Agent") has agreed to act as the placement agent in connection with the initial placement with the purchasers (the "Purchasers") of $4,500,000 aggregate principal amount of the City of Chicago Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds") to be issued on the date of the acceptance hereof pursuant to a Trust Indenture (the "Indenture") dated as of October 1, 1995 between the City of Chicago (the "Issuer") and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"). The proceeds of the Bonds are to be loaned to the Obligor pursuant to a Loan Agreement dated as of October 1, 1995 (the "Loan Agreement") between the Issuer and the Obligor. The payment when due of the principal, interest on (and purchase price of) the Bonds will be supported, to the extent provided therein, by a Letter of Credit issued by NBD Bank (the "Bank") pursuant to a Reimbursement Agreement dated as of October 1, 1995 (the "Reimbursement Agreement") between the Obligor and the Bank. The Bonds are more fully described in the Preliminary Private Placement Memorandum dated September ____, 1995 (the "Preliminary Private Placement Memorandum") and the Private Placement Memorandum dated _____ ____, 1995 (the "Private Placement Memorandum") prepared in connection with the placement of the Bonds.

Section 1. Representations, Warranties And Covenants Of The Issuer.

By the Issuer's acceptance hereof, the Issuer hereby represents and warrants to, and agrees with, the Placement Agent that as of the date hereof:

(a) The Issuer is a duly organized political subdivision, municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois. The Issuer is authorized by the laws of the State of Illinois and the ordinance adopted with respect to the Bonds (the "Bond Ordinance") to issue the Bonds and to execute, deliver and perform its obligations hereunder and under the Loan Agreement, the Indenture and the Bonds, to pledge the Security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its obligations under, this Agreement and under the Loan Agreement, the Indenture and the Bonds have been duly and effectively taken; this Agreement, the Loan Agreement and the Indenture have been duly executed, issued and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, are valid, binding and enforceable agreements of the Issuer, except as the enforceability thereof may be limited by Bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity; and the Bonds have been duly authorized, executed, issued and delivered and constitute, and in the hands of the Purchasers will constitute, valid and binding limited obligations of the Issuer, payable solely out of the Security, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or, to the knowledge of the undersigned representatives of the Issuer, is threatened against or affecting it wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement, or which, to the knowledge of the undersigned representatives of the Issuer, in any way raises any question concerning the validity of the Bonds, the Indenture, this Agreement or the Loan Agreement, nor to the best knowledge and belief of the undersigned representatives of the Issuer is there any basis therefor.

(c) To the knowledge of the undersigned representatives of the Issuer, the execution, delivery and performance by the Issuer of this Agreement,

the Loan Agreement, the Indenture and the Bonds do not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition, installation and operation of the Project (as defined in the Indenture), as to which no representation or warranty or covenant is made).

(d) The information contained under the caption "The Issuer" in each of the Preliminary Private Placement Memorandum and the Private Placement Memorandum is true and correct and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Each of the representations and warranties of the Issuer contained in the Loan Agreement and in the Indenture are true and correct on and as of the date hereof and are hereby made to the Placement Agent on and as of the date hereof as if set forth herein at length.

(f) The Issuer will not knowingly take any action or fail to take any action it alone could take, which action or omission would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(g) If any event occurs as a result of which it may be necessary to amend or supplement the Private Placement Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, if such event requires, in the opinion of the Issuer or the Placement Agent, an amendment or supplement to the Private Placement Memorandum, at the Borrower's sole expense, the Issuer will cooperate in amending or supplementing the Private Placement Memorandum so that the statements in the Private Placement Memorandum, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading.

(h) Any certificate signed by any member or authorized officer of the Issuer and delivered to the Placement Agent shall be deemed a representation and warranty by the Issuer to the Placement Agent as to the statements made therein.

(i) On the date of issuance of the Bonds and as a condition to the Placement Agent's performance hereunder, the Issuer shall deliver to the Placement Agent a certificate confirming that all of the representations and warranties set forth in this Section 1 continue to be true and correct in all respects as of such date.

Under no circumstances shall any obligation, covenant, representation or warranty of the Issuer created by or arising out of this Agreement or out of the Bonds or the Bond Ordinance be or become an indebtedness of the Issuer within the meaning of any Constitutional or statutory provision or be a charge against the general credit or taxing power, of the Issuer, or give rise to a pecuniary liability of the Issuer or any officer or employee of the Issuer, but shall be payable solely out of amounts pledged under the Indenture and from amounts available from draws on the Letter of Credit.

Section 2. Representations, Warranties And Covenants Of The Obligor.

By the Obligor's acceptance hereof, the Obligor represents and warrants to, and agrees with, the Placement Agent and the Issuer that:

(a) The Obligor has taken all necessary action to authorize, execute and deliver this Agreement, the Loan Agreement and the other documents and agreements (including, without limitation, the Reimbursement Agreement, the Mortgage and the Security Agreement) executed and delivered in connection with the other transactions contemplated hereby (collectively, the "Related Documents") to which it is a party, and this Agreement, the Loan Agreement and the Related Documents to which it is a party have been duly executed and delivered by the Obligor and constitute the legal, valid and binding obligations of the Obligor, enforceable in accordance with their respective terms except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body or other governmental authority, pending or, to the best knowledge and information of the Obligor, threatened against or affecting the Obligor, wherein an unfavorable decision, ruling or finding could materially adversely affect the business or financial condition of the Obligor or could adversely affect the transactions contemplated by this Agreement or the Private Placement Memorandum, or which in any manner raises any question concerning the legality, validity or enforceability of this Agreement, the Bonds, the Indenture, the Loan Agreement or any Related Documents to which the Obligor is a party, nor to the best knowledge and belief of the Obligor is there any basis therefor.

(c) The execution, delivery and performance by the Obligor of this Agreement, the Loan Agreement and the Related Documents to which it is a party do not and will not violate the Articles of Incorporation or Bylaws of the Corporation, or any order, injunction, ruling or decree by which the Obligor is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Obligor is a party or by which the Obligor or any of its property is bound, or contravene or constitute a violation of, any law, rule or regulation to which the Obligor or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished.

(d) The information relating to the Obligor in each of the Preliminary Private Placement Memorandum and the Private Placement Memorandum, other than information relating to the Bank which has been prepared by the Bank and delivered by the Bank to the Placement Agent for inclusion in the Preliminary Private Placement Memorandum or the Private Placement Memorandum, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Each of the Obligor's representations and warranties contained in the Loan Agreement and the Reimbursement Agreement are true and correct on and as of the date hereof and are hereby made to the Placement Agent on and as of the date hereof as if set forth herein at length.

(f) The Obligor will not take or omit to take any action, which action or omission might in any way result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(g) Any certificate signed by any officer of the Obligor and delivered to the Placement Agent shall be deemed a representation and warranty by the Obligor to the Placement Agent as to the statements made therein.

(h) The Obligor shall cooperate with the Placement Agent in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Placement Agent may request; and the Obligor will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent as the Placement Agent may reasonably request in connection therewith; provided, however, that the Obligor shall not be required to register as a dealer or a broker in any such state or jurisdiction or make any additional representations or warranties in connection with the sale of securities, or to subject itself to service of process in any state or jurisdiction in which it is not already so subject.

The Obligor consents to the use of the Private Placement Memorandum by the Placement Agent in obtaining such qualification.

Section 3. Placement Of The Bonds.

The Placement Agent has, as your agent, arranged for the purchase of the Bonds by the Purchasers. The Purchasers are to purchase the Bonds at a price equal to one hundred percent (100%) of the principal amount thereof and to pay the purchase price thereof on the date of issuance of the Bonds. Each of the Purchasers is to deposit the purchase price of their respective Bonds with the Placement Agent for transfer by the Placement Agent to the Trustee on the date of issuance of the Bonds. The Issuer and the Obligor approve the placement of the Bonds with the Purchasers on the terms referred to herein.

It is understood that the purchase of the Bonds by the Purchasers is subject to the performance by the Obligor and the Issuer of their obligations to be performed hereunder at and prior to the Closing, to the accuracy in all material respects of the representatives and warranties of the Obligor and the Issuer herein as of the time of the Closing, and to the following conditions, including the delivery by the Obligor and the Issuer of such documents as are enumerated herein in form and substance reasonably satisfactory to the Placement Agent:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement and the Letter of Credit shall be in full force and effect in the form heretofore approved by the Obligor, the Issuer, the Trustee and the Placement Agent and none of the foregoing documents shall have been amended, modified or supplemented from the forms thereof as of the date hereof, except as may have been approved by the Placement Agent (the Closing in all events, however, to be deemed such approval), (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Loan Agreement and the Indenture, and (iii) the Obligor and the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances, respectively, as are necessary in connection with the transactions contemplated herein and in the Private Placement Memorandum.

(b) At or prior to the Closing, the Indenture shall have been executed and delivered by the Issuer and the Trustee, the respective Nonarbitrage and Tax Compliance Certificates shall have been executed and delivered by the Issuer and the Obligor, the Loan Agreement shall have been executed and delivered by the Issuer and the Obligor, the Reimbursement Agreement shall have been executed and delivered by the Obligor and the Bank, and the Letter of Credit shall have been executed by the Bank.

(c) At the Closing, the Issuer shall deliver the Bonds duly executed.

(d) At or prior to the Closing, the Placement Agent shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Placement Agent, the Issuer and the Obligor:

(i) opinions, dated the Closing Date and addressed to the Placement Agent and, in the case of the opinions referred to in the immediately following sub-clauses (B), (C), (D) and (E) of this clause (i), to the City, of (A) Issuer's Counsel, (B) Counsel to the Obligor, (C) Bond Counsel, (D) Counsel to the Bank, and (E) Counsel to the Placement Agent; in all of such cases such opinions to be in form and substance satisfactory to the Placement Agent, in each case with such changes as the Placement Agent may approve.

(ii) a certificate dated the date of Closing and signed by the President, a Vice-President or the Treasurer of the Obligor (or any other officer of the Obligor acceptable to the Placement Agent) to the effect that (A) each of the representations and warranties of the Obligor set forth herein and in the Loan Agreement and the Reimbursement Agreement shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Agreement and the Reimbursement Agreement to be satisfied or performed by the Obligor at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein, and (C) as of the date of Closing, no event of default on the part of the Obligor under the Loan Agreement or the Reimbursement Agreement has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default;

(iii) a certificate dated the date of Closing and signed by a member and authorized officer of the Issuer (or other officers of the Issuer satisfactory to the Placement Agent) to the effect that (A) each of the representations and warranties of the Issuer set forth herein and in the Indenture and the Loan Agreement shall be accurate as if made on and as of the date of Closing, (B) to the knowledge of the undersigned officials of the Issuer, all of the conditions and agreements required in this Agreement to be satisfied or performed by the Issuer at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein and (C) to the knowledge of the undersigned officials of the Issuer, as of the date of Closing, no event of default on the part of the Issuer under the Indenture or the Loan Agreement has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute such an event of default;

(iv) a certificate dated the date of Closing and signed by a Vice President of the Bank, as to the due execution and delivery of the Letter of Credit by the Bank and as to the accuracy of the information regarding the Bank contained in the Private Placement Memorandum;

(v) a certificate of a duly authorized officer of the Trustee, as to the due execution of the Indenture by the Trustee and the due authentication and delivery of the Bonds by the Trustee, in form and substance satisfactory to the Placement Agent;

(vi) a specimen Bond;

(vii) a specimen Letter of Credit; and

(viii) such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent may reasonably request in connection with the transaction contemplated by this Agreement.

Section 4. Payment To The Issuer.

The Placement Agent agrees that it will, on the date of issuance of the Bonds, transfer to the Trustee, for the account of the Issuer, the purchase price of the Bonds, but only to the extent that the Purchasers have deposited the purchase price of their respective Bonds with the Placement Agent. If any Purchaser does not deposit the purchase price of its Bonds or otherwise refuses to purchase its Bonds, the Placement Agent will use its best efforts to arrange for a substitute purchaser for such Bonds.

Section 5. Limitation.

Nothing contained in this Agreement shall obligate the Placement Agent to purchase any Bond in the event that any Purchaser fails to pay the purchase price for such Bond on the date of issuance of the Bonds.

Section 6. Fees And Expenses.

(a) The Placement Agent shall be entitled to a fee in the amount of Forty-five Thousand Dollars ($45,000) for its services hereunder, which fee shall be payable by the Obligor on the date of sale and delivery of the Bonds. The parties hereto recognize and agree that the Issuer shall have no liability with respect to payment of the foregoing fee.

(b) The Obligor shall pay all other costs and expenses incurred in connection with the issuance and placement of the Bonds and the preparation, execution, delivery and filing of this Agreement, the Private Placement Memorandum, the Indenture, the Loan Agreement, the Bonds, the Reimbursement Agreement and any other Related Document, and any other documents which may be delivered in connection herewith or therewith, including the fees and disbursements of bond counsel, the fees

and disbursements of counsel for the Bank, the fees and disbursements of counsel for the Placement Agent, the fees and expenses of the Trustee and its counsel, the fees and expenses of the Issuer and its counsel, the cost of printing the Bonds, letter of credit fees, the fees and expenses of accountants and any other experts retained by the Obligor or the Placement Agent in connection with the issuance and placement of the Bonds.

Section 7. Indemnification Of Placement Agent And Issuer.

(a) The Obligor will indemnify and hold harmless the Placement Agent, its officers and employees, and each person who controls the Placement Agent within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, and the Issuer and each of its elected officials, officers, members and employees and each person who controls the Issuer within the meaning of Section 15 of Securities Act of 1933, as amended (collectively, the "Indemnified Parties" and when any one is intended, the "Indemnified Party"), against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Obligor's Portion of the Preliminary Private Placement Memorandum or the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto or (ii) arise out of or are based upon the omission or alleged omission to state in the Obligor's Portion of the Preliminary Private Placement Memorandum or the Obligor's Portion of the Private Placement Memorandum or any amendment or supplement thereto a material fact known to the Obligor necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity shall include reimbursement for any legal or other expenses reasonably incurred by any Indemnified Party in connection with investigating or defending any such action or claim.

The Indemnified Party will, promptly after receiving notice of the commencement of any action against the Indemnified Party in respect of which indemnification may be sought against the Obligor, notify the Obligor in writing of the commencement of the action. Failure of the Indemnified Party to give such notice will reduce the liability of the Obligor under this indemnity agreement by the amount of the damages attributable to the failure to give the notice; but the failure will not relieve the Obligor from any liability it may have to the Indemnified Party otherwise than under the indemnity agreement in this section. If any such action is brought against the Indemnified Party and the Indemnified Party notifies the Obligor of its commencement, the Obligor may, or if so requested by the Indemnified Party shall, participate in its or assume its defense, with counsel reasonably satisfactory to the Indemnified Party, and after being so requested to assume such defense or if the Indemnified Party gives notice to the Obligor that it

elects to assume such defense, the Obligor (subject to the next succeeding sentence) will not be liable to the Indemnified Party under this section for any legal or other expenses subsequently incurred by the Indemnified Party other than reasonable costs of investigation incurred at the request, or with the consent, of the Obligor. If the Obligor does not employ counsel to have charge of the defense or if the Indemnified Party reasonably concludes that there may be defenses available to it which are different from or in addition to those available to the Obligor (in which case the Obligor will not have the right to direct the defense of such action on behalf of the Indemnified Party), reasonable legal and other expenses incurred by the Indemnified Party will be paid by the Obligor. Any obligation under this section of the Obligor to reimburse the Indemnified Party for expenses includes the obligation to make advances to the Indemnified Party to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Indemnified Party.

(b) If the indemnification provided for in subsection (a) of this section is unavailable to the Placement Agent (or any controlling person thereof) in respect to any losses, claims, damages or liabilities referred to therein, then the Obligor shall, in lieu of indemnifying the Placement Agent, contribute to the amount paid or payable by the Placement Agent as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Obligor and the Placement Agent, respectively, from the placement of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Obligor shall contribute to such amount paid or payable by the Placement Agent in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Obligor and the Placement Agent, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Obligor or the Placement Agent, respectively, shall be deemed to be in the same proportion as the total proceeds from the placement of the Bonds (before deducting costs and expenses other than placement fees and expenses), on the one hand, bear to the total placement fees and expenses received by the Placement Agent, on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Obligor or the Placement Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Obligor and the Placement Agent, respectively, agree that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this section. The amount paid or payable by the Placement Agent as a result of the losses, claims, damages or liabilities referred to above in this section shall be

deemed to include any legal or other expenses reasonably incurred by the Placement Agent in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (b), the Placement Agent shall not be required to contribute any amount in excess of the placement fee paid the Placement Agent under Section 6 hereof.

The obligations of the Obligor under this Section 7 shall survive the issuance and the maturity of the Bonds and the termination of this Agreement. The indemnity obligations of the Obligor hereunder are in addition to and not in lieu of any indemnity obligations of the Obligor under the Loan Agreement.

(c) The indemnifications provided in subsection 7(a) shall include any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to make lawful payment under, the Letter of Credit; provided, however, that the Obligor shall not be required to indemnify the Placement Agent pursuant to this Section 7(b) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the Bank's wrongful dishonor of the Letter of Credit after the presentation to it by the Trustee of a draft and certificate strictly complying with the terms and conditions of the Letter of Credit, and (ii) any other matters arising under this Agreement or the Indenture or the Loan Agreement or the Remarketing Agreement or the Private Placement Memorandum, or any of the transactions contemplated hereby or thereby; provided, however, that the Obligor shall not be required to indemnify the Placement Agent pursuant to this subsection (c) for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Placement Agent.

Nothing in this Section 7 shall in any way limit the Obligor's obligations contained in Section 2.02 of the Reimbursement Agreement. Without prejudice to the survival of any other obligation of the Obligor hereunder, the indemnities and obligations of the Obligor contained in this Section 7 shall survive the payment in full of amounts payable pursuant to Section 2.02 of the Reimbursement Agreement and the termination of the Letter of Credit.

Section 8. Indemnification Of Issuer.

(a) Placement Agent shall indemnify and hold harmless the Issuer and each of its elected officials, officers, members and employees and each person who controls the Issuer within the meaning of Section 15 of the Securities Act of 1933, as amended (such Act being herein called the "Act" and any such person being herein called the "Issuer Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnified Party may become subject under any statute or at law or

in equity or otherwise, and shall reimburse any such Issuer Indemnified Party upon demand for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact with respect to Placement Agent Information contained in any Preliminary Private Placement Memorandum or Private Placement Memorandum or any amendment thereof or supplement thereto, or the omission or alleged omission to state in such Placement Agent Information a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect and/or (ii) as a result of, or in connection with, the violation of federal or state securities laws by Placement Agent in its sale of the Bonds to the purchasers thereof; provided, however, that Placement Agent shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished by the Issuer in its capacity as the Issuer of the Bonds specifically for use in connection with the preparation thereof. This indemnity agreement shall not be construed as a limitation on any other liability which Placement Agent may otherwise have to any Issuer Indemnified Party; provided, however, that in no event shall Placement Agent be obligated for double indemnification to a single person.

(b) An Issuer Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Issuer Indemnified Party in respect of which indemnification may be sought against Placement Agent, notify Placement Agent in writing of the commencement thereof. Failure of the Issuer Indemnified Party to give such notice will reduce the liability of Placement Agent under this Agreement by the amount of damages directly attributable to the failure of the Issuer Indemnified Party to give such notice to Placement Agent, but the omission to notify Placement Agent of any such action shall not relieve Placement Agent from any liability which Placement Agent may have to such Issuer Indemnified Party otherwise then under the indemnity agreement contained in this section. In case any such action shall be brought against an Issuer Indemnified Party and such Issuer Indemnified Party shall notify Placement Agent of the commencement thereof, Placement Agent may, or if so requested by such Issuer Indemnified Party shall, participate therein or assume the defense thereof, with counsel reasonably satisfactory to such Issuer Indemnified Party, which counsel also may or may not be counsel to Placement Agent, and after notice from Placement Agent to such Issuer Indemnified Party of an election so to assume the defense thereof, Placement Agent will not be liable to the Issuer Indemnified Party under this section for any legal or other expense, subsequently incurred by such Issuer Indemnified Party in connection with the defense thereof (other than as set forth in the next sentence hereof) other than reasonable costs of investigation; provided, however, that unless and

until Placement Agent assumes the defense of any such action, Placement Agent shall have the right to participate at its own expense in the defense of any such action. If Placement Agent assumes the defense of any such action at the request of such Issuer Indemnified Party, and Placement Agent shall not have employed counsel to take charge of the defense of any such action or if any Issuer Indemnified Party shall have been advised in good faith by an opinion of counsel that there may be defenses available to it which are adverse to or in conflict with those available to Placement Agent (in which case Placement Agent shall not have the right to direct the defense of such action on behalf of such Issuer Indemnified Party), such Issuer Indemnified Party may retain its own counsel and the reasonable legal and other expenses incurred by such Issuer Indemnified Party shall be borne by Placement Agent.

Section 9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 10. Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be an original, and by the parties hereto on separate counterparts, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 12. Survival Of Issuer's And Obligor's Representations And Obligations.

The respective agreements, representations (which are made only as of the date this Agreement is accepted) and warranties of the Issuer and the Obligor and their respective officials or officers set forth in, or made pursuant to, this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Placement Agent, the Issuer or the Obligor or any of their respective officials, officers or directors or agents or any controlling person, referred to in the first paragraph of Section 7, and will survive delivery of

and payment for the Bonds, the maturity of the Bonds and any termination of this Agreement.

Section 13. Failure Of Purchase To Occur.

If for any reason the purchase of the Bonds by any Purchaser is not consummated, the Obligor shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 6(b), and the obligations of the Obligor pursuant to Section 7 shall remain in effect.

Section 14. Acceptance Of Appointment As Remarketing Agent Under Indenture.

By the execution of this Agreement, the Placement Agent hereby accepts its appointment as Remarketing Agent under the Indenture and agrees to perform the duties of the Remarketing Agent as set forth in Section 711 of the Indenture. The fee of the Placement Agent for serving as Placement Agent under the Indenture is an annual fee equal to one-eighth of one percent (0.125%) of the aggregate principal amount of the Bonds outstanding at the time that the payment of such fee is due. Such fee shall be due and payable on the Issue Date for the period from the Issue Date through October 1, 1996 (on a pro-rata basis), and on October 1, 1996, and each October 1 through the following September 30. The parties hereto recognize and agree that the Issuer shall have no liability with respect to payment of the foregoing fee. An executed counterpart of this Agreement shall be delivered to the Placement Agent and the Trustee.

In Witness Whereof, The parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

NBD Bank, N.A.

By: _____
Michael C. Alandt

Its: _____
Vice President

Accepted this ____ day of
_____, 1995 by:

City of Chicago

By: _____

Its: _____

Active Graphics, Inc.

By: _____

Its: President

Remarketing Agreement.

This Remarketing Agreement, dated as of October 1, 1995 (this "Remarketing Agreement"), between Active Graphics, Inc., an Illinois corporation (the "Obligor"), and NBD Bank, N.A., a national banking association headquartered in Indianapolis, Indiana (the "Remarketing Agent").

Witnesseth:

Whereas, Pursuant to a Trust Indenture, dated as of October 1, 1995 (together with all supplements and amendments thereto, the "Indenture"), between the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Obligor of Chicago, as Trustee (the "Trustee"), the Issuer has issued its Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"), in the aggregate principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000); and

Whereas, The Bonds will be payable from amounts pledged therefor under the Indenture, including amounts payable pursuant to a Loan Agreement dated as of October 1, 1995 (the "Loan Agreement"), between the Obligor and the Issuer; and

Whereas, The principal and purchase price of and interest on the Bonds are secured by an irrevocable letter of credit (the "Letter of Credit") issued by NBD Bank, a Michigan banking corporation of Detroit, Michigan (in its capacity as issuer of the Letter of Credit, the "Bank"), in favor of the Trustee; and

Whereas, The Indenture provides that, unless the Obligor elects to convert to a fixed interest rate, the Bonds shall bear interest at a rate determined weekly; and

Whereas, The Indenture provides that so long as the Bonds bear interest at a variable rate, the Bonds and the Beneficial Interests shall be subject to optional and mandatory tender by the registered owners or Beneficial Owners thereof for purchase by the Trustee on the purchase dates (the "Tender Dates") established in accordance with Sections 205 and 206 of the Indenture; and

Whereas, The Remarketing Agent has been appointed by the Issuer at the direction of the Obligor as remarketing agent pursuant to the Indenture to use its best efforts to remarket Bonds and the Beneficial Interests tendered for purchase and to determine the interest rate necessary to remarket the Bonds at par; and

Whereas, The Remarketing Agent is willing to use commercially reasonable efforts to remarket the Bonds and the Beneficial Interests so tendered upon the terms and subject to the conditions contained herein and in the Indenture and to determine the interest rate necessary to remarket the Bonds at par as provided in the Indenture;

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

1. Definitions.

All capitalized terms used herein and not defined herein shall have the meanings given to them in the Indenture unless the context clearly indicates otherwise, except for the following terms, which shall have the meanings set forth below:

"1933 Act" shall mean the Securities Act of 1933, as amended.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Beneficial Interest" shall mean the interest of a Beneficial Owner in a Bond registered in the name of a nominee of the Depository Trust Obligor.

"Beneficial Owner" shall have the meaning assigned to such term in the Indenture.

"Private Placement Memorandum" shall mean the Private Placement Memorandum used in connection with the remarketing of the Bonds, as the same may be amended or supplemented.

2. Representations Of The Obligor.

The Obligor hereby represents to the Remarketing Agent as follows:

(a) The Obligor is a corporation, duly organized and validly existing under the laws of the State of Illinois.

(b) The Obligor authorizes and approves the Private Placement Memorandum and consents to the use by the Remarketing Agent of the Private Placement Memorandum in connection with the remarketing of the Bonds.

(c) The descriptions and information contained in the Private Placement Memorandum under the headings "Introductory Statement", "The Obligor", "The Project", "Use of Proceeds", "The Bonds" (other than the information under the sub-heading "Book-Entry Only System"), "The Letter of Credit", "The Reimbursement Agreement", "The Loan Agreement," and "The Indenture" (such descriptions and information are referred to herein as the "Obligor's Portion of the Private Placement Memorandum") are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact known to the Obligor necessary to make the statements made therein in the light of the circumstances under which they were made, not misleading.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending to which the Obligor is a party or as to which any property of the Obligor is subject or, to the knowledge of the Obligor, threatened against the Obligor, the outcome of which could have a material adverse effect on the consummation of the transactions contemplated by this Remarketing Agreement or could have a material adverse effect on the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, or this Remarketing Agreement or which could materially adversely affect the Obligor or the Project which is not described in the Private Placement Memorandum.

(e) This Remarketing Agreement is the legal, valid and binding obligation of the Obligor, enforceable in accordance with its terms except to the extent enforcement hereof may be limited by bankruptcy, insolvency, reorganization or any other laws or equitable principles

affecting creditors' rights generally, and subject to any principles of public policy limiting the enforceability of the indemnification provisions contained herein.

(f) The Obligor has duly authorized the execution and delivery of this Remarketing Agreement and has duly and lawfully assumed all of its obligations under the Loan Agreement, and no consent or approval by any governmental body (other than the Issuer) and no filing with any agency of the federal government is required for the execution and delivery of this Remarketing Agreement by the Obligor or the full effectiveness hereof with respect to the Obligor. The execution and delivery of this Remarketing Agreement and the performance of the Obligor's obligations hereunder, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the terms of, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Obligor pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Obligor is bound or to which any of the property or assets of the Obligor is subject, which would affect the validity of this Remarketing Agreement or the legal authority of the Obligor to comply with the terms hereof; nor will such action result in a violation of any provisions of the articles of incorporation or bylaws of the Obligor, or in a violation of any statute or any rule or regulation of any court or governmental agency or other body in the United States having jurisdiction (except for the application of the various state securities or Blue Sky laws, as to which no representation is made) over the Obligor which would affect the validity of any of this Remarketing Agreement or the legal authority of the Obligor to comply with the terms hereof.

(g) No event of default nor Determination of Taxability has occurred pursuant to the Indenture or the Loan Agreement.

(h) The Obligor shall cooperate with the Remarketing Agent in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Remarketing Agent may request; and the Obligor will furnish such information, execute such instruments and take such other action in cooperation with the Remarketing Agent as the Remarketing Agent may reasonably request in connection therewith; provided, however, that the Obligor shall not be required to register as a dealer or a broker in any such state or jurisdiction or make any additional representations or warranties in connection with the sale of securities, or to subject itself to service of process in any state or jurisdiction in which it is not already so subject. The Obligor consents to the use of the Private Placement Memorandum by the Remarketing Agent in obtaining such qualification.

3. Representations And Covenants Of The Remarketing Agent.

The Remarketing Agent hereby represents and covenants to the Obligor that:

(a) The Remarketing Agent is authorized to perform all of the duties imposed on it hereunder and under the Indenture and agrees to abide by all of the provisions of the Indenture insofar as it governs its activities as remarketing agent for the Bonds.

(b) The designated office of the Remarketing Agent is 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Bank Investment Division.

(c) The Remarketing Agent will comply with federal securities laws and state Blue Sky laws (to the extent applicable) in performing its duties hereunder.

(d) The Remarketing Agent will use commercially reasonable efforts to solicit purchases of all Bonds and Beneficial Interests in the Bonds required to be repurchased on any Tender Date from sophisticated investors which customarily purchase tax-exempt securities in large denominations at a price of par. Any such remarketing must be an endeavor to sell the Bonds or Beneficial Interests in compliance herewith and with the requirements of the Indenture.

(e) The Remarketing Agent has been duly incorporated and is validly existing as a national banking association and has full power and authority to enter into and perform this Remarketing Agreement. This Remarketing Agreement constitutes the legal, valid and binding obligation of the Remarketing Agent enforceable against the Remarketing Agent in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including equitable subordination.

4. Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties and obligations imposed upon it as remarketing agent under the Indenture and hereunder and agrees, particularly (a) to perform its obligations under Section 203 of the Indenture with respect to the determination of the Variable Rate and the Fixed Rate; (b) to use its best efforts to remarket any Bond or Beneficial Interest delivered to the Trustee as tender agent for purchase pursuant to Section 205 or Section 206 of the Indenture in accordance with Section 207 of the Indenture; and (c) 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 Issuer, the Bank, the Obligor or the Trustee at all reasonable times.

5. Conditions Precedent To The Obligations Of The Remarketing Agent To Remarket Bonds.

The obligations of the Remarketing Agent to offer for sale and to use its best efforts to sell any Bonds or Beneficial Interests in the Bonds hereunder shall be subject to the accuracy in all material respects of the representations and warranties of the Obligor contained herein as of the date hereof and on the Tender Dates, to the performance by the Obligor of its obligations hereunder and to the following conditions:

(a) On the Tender Dates, this Remarketing Agreement, the Indenture, the Loan Agreement and the Letter of Credit shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except for any amendment, modification or supplement made in accordance with their terms and of which the Remarketing Agent has received written notice prior to the Tender Date.

(b) No event of default under Section 601 of the Indenture shall have occurred and be continuing.

(c) No Determination of Taxability under the Indenture shall have occurred.

(d) The Bonds or Beneficial Interests in the Bonds that have been tendered for purchase and would otherwise be subject to remarketing on the Tender Date shall not have been called for redemption or mandatory purchase pursuant to the Indenture unless the remarketing of such Bonds or Beneficial Interests would be permitted under Section 207 of the Indenture.

(e) None of the following events shall have occurred and be continuing:

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Remarketing Agent, would materially and adversely affect the ability of the Remarketing Agent to remarket the Bonds; or

(ii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, the State of New York or the State of Michigan.

(f) There shall have been no adverse change in the properties, business, condition (financial or otherwise) or results of operations of the Obligor or the Bank since the date of the Private Placement Memorandum or the most recent amendment or supplement thereto is material to the transactions contemplated by the Private Placement Memorandum and this Remarketing Agreement.

6. Remarketing Of The Bonds -- Conversion Date.

At the request of the Obligor, notice of such request having been received by the Remarketing Agent at least forty-five (45) days prior to the Conversion Date, and so long as no Event of Default under the Indenture has occurred and is continuing, the Remarketing Agent agrees to offer for sale and use its best efforts to remarket the Bonds or Beneficial Interests which are tendered or deemed tendered to the Trustee on the Conversion Date, pursuant to Section 206 of the Indenture, at a price at least equal to the principal amount thereof subject to the following conditions:

(a) satisfactory compensation and other terms and conditions shall have been agreed upon by the Obligor and the Remarketing Agent;

(b) the Remarketing Agent shall have received an opinion of nationally recognized bond counsel to the effect that the interest on such Bonds will continue to be excluded from gross income for federal income tax purposes after the Conversion Date;

(c) the Remarketing Agent shall have received a Private Placement Memorandum or other appropriate disclosure document, satisfactory in form and substance to the Remarketing Agent, to be used in connection with its efforts to remarket the Bonds; and

(d) the Remarketing Agent shall have received such additional documents, certificates and legal opinions as it may reasonably request;

provided, however, that the Remarketing Agent shall not offer for sale or remarket any Bonds or Beneficial Interests pursuant to this Section 6 to the Issuer or the Obligor or any Insider of either.

Further details regarding such remarketing shall be negotiated between the Obligor and the Remarketing Agent prior to the Conversion Date.

7. Fees And Expenses Of The Remarketing Agent.

(a) In consideration of the services to be performed by the Remarketing Agent under this Remarketing Agreement, the Obligor agrees to pay to the Remarketing Agent on demand such amounts as are required to reimburse

it for or pay the reasonable expenses incurred, advances made (including, without limitation, the advancement of immediately available funds when remarketing proceeds received by the Remarketing Agent are next day funds), and compensation for services rendered pursuant to the Indenture or this Remarketing Agreement as described below.

(b) The Obligor agrees to pay an annual fee to the Remarketing Agent equal to 1/8 of 1% (.0125%) of the aggregate principal amount of Bonds outstanding at the time the payment of such fee is due. Such fee shall be due and payable on the date of issuance of the Bonds (the "Issue Date") for the period from the Issue Date through September 30, 1996 (on a pro rata basis), and on October 1, 1996, and each October 1 thereafter for the period from such August 1 through the following September 30.

(c) If pursuant to Section 6 hereof the Remarketing Agent is requested by the Obligor to use its best efforts to remarket the Bonds upon conversion of the interest rate thereon to the Fixed Rate, the Remarketing Agent shall be paid such remarketing fee as may then be mutually agreed upon by the Obligor and the Remarketing Agent.

8. Furnishing Of Remarketing Materials.

If the Remarketing Agent determines that it is necessary or desirable to amend or supplement the Private Placement Memorandum or prepare a new disclosure document in connection with its remarketing of Bonds, the Remarketing Agent will notify the Obligor and the Obligor will provide the Remarketing Agent with an amendment or supplement to the Private Placement Memorandum or other disclosure document (the "Remarketing Materials") satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Obligor will supply the Remarketing Agent, at the Obligor's expense, with such number of copies of the Remarketing Materials as the Remarketing Agent requests from time to time and will amend the Private Placement Memorandum and any other Remarketing Materials with respect to the Obligor and any summary of documents the amendment of which was approved by the Obligor (and/or the documents incorporated by reference in it) so that at all times the Private Placement Memorandum and any other Remarketing Materials will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

9. Remarketing Agent Not Acting As Underwriter.

In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the registered owners or Beneficial Owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds or

Beneficial Interests. The Remarketing Agent is not obligated to buy or take any position in the Bonds or Beneficial Interests for its own account. If the Remarketing Agent does purchase Bonds or Beneficial Interests for its own account, it shall have all the rights and privileges of a normal holder of the Bonds or Beneficial Interests.

10. Indemnification And Contribution.

(a) The Obligor will indemnify and hold harmless the Remarketing Agent, its officers and employees, and each person who controls the Remarketing Agent within the meaning of Section 15 of the 1933 Act or Section 20(a) of the 1934 Act (collectively, the "Indemnified Parties" and when any one is intended, the "Indemnified Party"), against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Obligor's portion of the Private Placement Memorandum or any amendment or supplement thereto, or (ii) arise out of or are based upon the omission or alleged omission to state in the Obligor's portion of the Private Placement Memorandum or any amendment or supplement thereto a material fact known to the Obligor necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity shall include reimbursement for any legal or other expenses reasonably incurred by any Indemnified Party in connection with investigating or defending any such action or claim.

The Remarketing Agent will, promptly after receiving notice of the commencement of any action against the Remarketing Agent in respect of which indemnification may be sought against the Obligor, notify the Obligor in writing of the commencement of the action. Failure of the Remarketing Agent to give such notice will reduce the liability of the Obligor under this indemnity agreement by the amount of the damages attributable to the failure to give the notice but the failure will not relieve the Obligor from any liability it may have to the Remarketing Agent otherwise than under the indemnity agreement in this section. If any such action is brought against the Remarketing Agent and the Remarketing Agent notifies the Obligor of its commencement, the Obligor may, or if so requested by the Remarketing Agent shall, participate in its or assume its defense, with counsel reasonably satisfactory to the Remarketing Agent, and after being so requested to assume such defense or if the Remarketing Agent gives notice to the Obligor that it elects to assume such defense, the Obligor (subject to the next succeeding sentence) will not be liable to the Remarketing Agent under this section for any legal or other expenses subsequently incurred by the Remarketing Agent other than reasonable costs of investigation incurred at the request, or with the consent, of the Obligor. If the Obligor does not employ counsel to have charge of the defense or if the Remarketing Agent

reasonably concludes that there may be defenses available to it which are different from or in addition to those available to the Obligor (in which case the Obligor will not have the right to direct the defense of such action on behalf of the Remarketing Agent), reasonable legal and other expenses incurred by the Remarketing Agent will be paid by the Obligor. Any obligation under this section of the Obligor to reimburse the Remarketing Agent for expenses includes the obligation to make advances to the Remarketing Agent to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Remarketing Agent.

(b) If the indemnification provided for in subsection (a) of this section is unavailable to the Remarketing Agent (or any controlling person thereof) in respect to any losses, claims, damages or liabilities referred to therein, then the Obligor shall, in lieu of indemnifying the Remarketing Agent, contribute to the amount paid or payable by the Remarketing Agent as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Obligor and the Remarketing Agent, respectively, from the remarketing of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Obligor shall contribute to such amount paid or payable by the Remarketing Agent in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Obligor and the Remarketing Agent, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Obligor or the Remarketing Agent, respectively, shall be deemed to be in the same proportion as the total proceeds from the remarketing of the Bonds (before deducting costs and expenses other than remarketing fees and expenses), on the one hand, bear to the total remarketing fees and expenses received by the Remarketing Agent, on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Obligor or the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Obligor and the Remarketing Agent, respectively, agree that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this section. The amount paid or payable by the Remarketing Agent as a result of the losses, claims, damages or liabilities referred to above in this section shall be deemed to include any legal or other expenses reasonably incurred by the Remarketing Agent in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (b), the Remarketing Agent shall not be required to contribute, any amount in excess of the

aggregate amount of remarketing fees paid to the Remarketing Agent under Section 7 hereof.

11. Limitation On Liability Of Remarketing Agent.

The Remarketing Agent shall incur no liability to the Obligor or any person for its actions as remarketing agent pursuant to the terms of this Remarketing Agreement and the Indenture except for its willful misconduct or gross negligence.

12. Term.

This Remarketing Agreement will terminate upon the earlier of (a) the date on which the Bonds are no longer Outstanding under the Indenture or are not subject to tender for purchase by the registered owners thereof prior to the stated maturity thereof, or (b) the effective date of any resignation or removal of the Remarketing Agent in accordance with the Indenture. The Remarketing Agent will resign, if requested by the Obligor in writing, and may resign at any time as provided in the Indenture. Following termination, the provisions of Sections 7 and 10 hereof will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination.

13. Notices.

Any notice or other communication to be given under this Remarketing Agreement shall be given in writing, delivered by hand or by first-class mail, and if by mail, by being deposited in the United States mail, addressed to the party to which such notice is to be given. Unless otherwise provided, the respective addresses for the Obligor and the Remarketing Agent for notices which are or may be required to be given hereunder are as follows:

If To The Obligor:

Active Graphics, Inc.
1532 West Fulton Street
Chicago, Illinois 60607
Attention: Chief Financial Officer

If To The Remarketing Agent:

NBD Bank, N.A.
611 Woodward Avenue
Detroit, Michigan 48226
Attention: Bank Investment Division

14. Amendment, Modification And Waiver.

The provisions of this Remarketing Agreement may not be amended, modified or waived unless such amendment, modification or waiver is in writing and signed by the party against which enforcement is sought.

15. Successors.

Any person or entity into which the Remarketing Agent may be merged, or with which it may be consolidated, or to which it may sell, release or transfer its investment banking business and assets as a whole or substantially as a whole, shall be and become successor of the Remarketing Agent hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any person or entity.

16. Governing Law.

This Remarketing Agreement shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of law thereof.

17. Counterparts.

This Remarketing Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

In Witness Whereof, The parties hereto have hereunto set their hands as of the first (1st) day of October, 1995.

Active Graphics, Inc.

By: _____

Its: _____

NBD Bank, N.A.

By: _____

Its: _____

Private Placement Memorandum

*$4,500,000**

City Of Chicago, Illinois

Industrial Development Revenue Bonds

(Active Graphics, Inc. Project)

Series 1995.

Preliminary Private Placement Memorandum
Dated _____, 1995.

This Preliminary Private Placement Memorandum and the information contained in it are subject to completion or amendment. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Placement Memorandum is delivered in final form. Under no circumstances shall this Preliminary Private Placement Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any state in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption, under the securities laws of any such state.

Book-Entry Only
New Issue

Not Rated

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* Preliminary, subject to change.

In the opinion of Rudnick & Wolfe and Haggerty, Koenig & Hill, Co-Bond Counsel, under existing law, and except as otherwise stated herein (i) the interest on the Bonds is excluded from gross income for federal tax purposes, (ii) interest on the Bonds is not exempt from present State of Illinois income taxes, and (iii) interest on the Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, all as more fully described herein under "Tax Matters".

$4,500,000*

City Of Chicago, Illinois

Industrial Development Revenue Bonds.

(Active Graphics, Inc. Project)

Series 1995.

Dated: Date of Issuance Price: 100% Due: October 1, 2005

The Bonds will be limited obligations of the City of Chicago (the "Issuer") payable (except to the extent payable from other moneys pledged therefor) from and secured by a pledge of payments to be made under a Loan Agreement between the Issuer and Active Graphics, Inc. (the "Obligor"). The Bonds Are Not General Obligations And Do Not Constitute A Debt Or Pledge Of Credit Of The Issuer, But Are Limited Obligations Payable Solely From Certain Amounts Payable By The Obligor Under The Loan Agreement And Other Moneys Pledged Therefore Under The Indenture And From Funds Drawn Under The Letter Of Credit As Described Herein.

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* Preliminary, subject to change.

From the date of original issuance through October 15, 2005, the Bonds will be payable from an irrevocable direct pay Letter of Credit issued by NBD Bank (the "Bank") in favor of American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"). The Trustee will be entitled to draw up to an amount sufficient to pay the principal of and up to one hundred ten (110) days accrued interest on the Bonds, at a maximum rate of twelve percent (12%) per annum, to be used (a) to pay the principal of and interest on the Bonds when due and (b) to pay the purchase price of Bonds tendered by the holders thereof as provided in the Indenture. The Letter of Credit will expire, unless earlier terminated as described herein, on October 15, 2005. The Letter of Credit may be replaced by an irrevocable letter of credit of certain commercial banks, federal savings banks, savings and loan associations or foreign commercial banks, as described herein.

For the period from and including the date of the first authentication and delivery of the Bonds and prior to conversion to the Fixed Rate, the Bonds will bear interest at a rate determined weekly by NBD Bank, N.A., Indianapolis, Indiana, as Remarketing Agent, as described herein. Interest shall be payable (i) prior to the date of conversion of the interest rate on the Bonds to a Fixed Rate (the "Conversion Date"), on each January 1, April 1, July 1 and October 1, commencing January 1, 1996, (ii) on the Conversion Date and (iii) from and after the Conversion Date on April 1 and October 1 of each year (each an "Interest Payment Date"). As described herein, any Bond bearing interest at the variable rate will be purchased upon the demand of the owner thereof, at a purchase price of par plus accrued interest, on any Business Day upon seven (7) days notice and delivery thereof to the Trustee, in its capacity as tender agent. The Bonds will be subject to redemption or mandatory tender prior to maturity as more fully described herein. The interest rate borne by the Bonds is subject to conversion to a fixed rate of interest at the option of the Obligor as described herein. Following conversion to a fixed rate of interest, the Bonds shall no longer be subject to purchase upon the demand of the owners thereof as described above.

The Bonds are issuable as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("D.T.C.") which will act as securities depository for the Bonds. Individual purchases will be made in book-entry only form, in the principal amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof, and on and after the Conversion Date in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds purchased. See "The Bonds -- Book-Entry Only System". The principal of and the redemption premium, if any, on the Bonds and the purchase price of the Bonds will be payable at the principal corporate trust office of the Trustee. Interest on the Bonds will be payable by wire transfer to D.T.C. which will, in turn, remit such payment to D.T.C.'s Participants for subsequent disbursement, directly or indirectly, to the Beneficial Owners of the Bonds.

The Bonds Are Being Offered Solely On The Financial Strength Of The Bank And Not On The Financial Strength Of The Obligor Or The Availability Of Other Security. Information Regarding The Obligor In This Private Placement Memorandum Does Not Fully Describe The Business Or The Financial Condition Of The Obligor.

The Bonds are offered subject to prior sale, when, as and if issued by the Issuer, subject to the approval of Rudnick & Wolfe and Haggerty, Koenig & Hill, Chicago, Illinois, Co-Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery in definitive form on or about October ____, 1995, against payment therefor.

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Private Placement Memorandum to obtain information essential to the making of an informed investment decision.

NBD Bank, N.A.
as Placement Agent

_____, 1995

No dealer, broker, salesperson or other person has been authorized by the Issuer or the Placement Agent to give any information or to make any representations, other than those contained in this Private Placement Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Private Placement Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from sources which are believed to be reliable, but it is not guaranteed as to the accuracy or completeness, and is not to be construed as a representation by the Placement Agent or by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in any of the information set forth herein since the date hereof.

The Bonds have not been registered with the Securities and Exchange Commission ("S.E.C.") under the Securities Act of 1933, as amended, or registered in any state and will not be issued on any stock or other securities exchange. Neither the S.E.C. nor any other federal, state or any other governmental entity or agency will have passed upon the accuracy or adequacy of this Private Placement Memorandum or approved the Bonds for sale, except as disclosed herein.

In Making An Investment Decision, Investors Must Rely On Their Own Examination Of The Issuer, The Obligor And The Bank And The Terms Of The Offering, Including The Merits And Risks Involved. These Securities Have Not Been Recommended By Any Federal Or State Securities Commission Or Regulatory Authority. Furthermore, The Foregoing Authorities Have Not Confirmed The Accuracy Or Determined The Adequacy Of This Document. Any Representation To The Contrary Is A Criminal Offense.

Introductory Statement.

This Private Placement Memorandum is provided to furnish information in connection with the issuance and sale by the City of Chicago (the "Issuer") of Four Million Five Hundred Thousand Dollars ($4,500,000) aggregate principal amount of its Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 (the "Bonds"). The Bonds will be limited obligations of the Issuer as described under the caption "The Bonds -- Limited Obligations".

The Bonds will be issued under a Trust Indenture, dated as of October 1, 1995 (the "Indenture"), between the Issuer and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"). The proceeds of the Bonds will be loaned to Active Graphics, Inc., an Illinois corporation (the "Obligor") pursuant to a Loan Agreement (the "Loan Agreement"), dated as of October 1, 1995, between the Issuer and the Obligor so as to enable the Obligor to finance a portion of the costs to be incurred by the Obligor in connection with the acquisition of machinery and equipment to be installed in a manufacturing facility located in the City of Chicago, Illinois (the "Project").

Concurrently with, and as a condition to, the issuance of the Bonds, the Obligor will cause to be delivered to the Trustee an irrevocable Letter of Credit dated the date of original issuance of the Bonds (the "Letter of Credit") of NBD Bank (the "Bank"). The Letter of Credit may be replaced by a letter of credit of another commercial bank, federal savings bank, savings and loan association or branch or agency of a foreign commercial bank as described under the caption "The Letter Of Credit". Under the Letter of Credit, the Trustee will be entitled to draw up to an amount sufficient to pay (a) the principal of the Bonds or the portion of the purchase price corresponding to the principal of the Bonds and (b) up to one hundred ten (110) days accrued interest (at a maximum rate of twelve percent (12%) per annum) on the Bonds or that portion of the purchase price of the Bonds corresponding to accrued interest thereon. The Letter of Credit will be issued pursuant to a Reimbursement Agreement, dated as of October 1, 1995 (the "Reimbursement Agreement"), between the Bank and the Obligor. The Obligor will agree in the Reimbursement Agreement to reimburse the Bank

for drawings made under the Letter of Credit and to make certain other payments.

All of the Issuer's rights under the Loan Agreement will be assigned to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds, except for certain rights to notices, approvals, fees and indemnification payments.

The obligations of the Obligor to make payments under the Loan Agreement are absolute and unconditional. The obligation of the Obligor to make the payments due under the Loan Agreement shall be deemed to be satisfied and discharged to the extent of corresponding payments made by the Bank to the Trustee pursuant to draws made under the Letter of Credit as described above.

As more fully described in this Placement Memorandum and in the Indenture, Bondholders will have the option to tender Bonds for purchase at the principal amount thereof plus accrued interest to the date of purchase, on any Business Day, as defined herein, prior to and including the Conversion Date, as defined herein, upon seven (7) calendar days notice as described herein. In order to provide for the remarketing of tendered Bonds, the Obligor will enter into a Remarketing Agreement dated as of October 1, 1995 (the "Remarketing Agreement") between the Obligor and NBD Bank, N.A. (referred to herein in such capacity as the "Remarketing Agent").

Purchasers Of The Bonds Should Make Their Decision To Invest In The Bonds Solely Upon Their Assessment Of The Creditworthiness Of The Bank. No Attempt Is Made In This Private Placement Memorandum To Describe The Obligor Or Its Operations With Respect To The Project In A Manner That Would Enable Purchasers Of The Bonds To Assess The Creditworthiness Of The Obligor. Accordingly, In Deciding Whether To Purchase The Bonds, Potential Investors Should Not Rely Upon The Ability Of The Obligor To Make The Required Payments Under The Loan Agreement.

Brief descriptions of the Issuer, the Obligor, the Project, the Bonds, the Letter of Credit, the Reimbursement Agreement, the Loan Agreement and the Indenture are included herein. A brief description of the Bank is included as Appendix A hereto. Such descriptions do not purport to be comprehensive or definitive. All statements made herein with respect to the Loan Agreement, the Indenture and the Reimbursement Agreement are qualified in their entirety by reference to such documents, and statements made herein regarding the Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned documents, copies of all of which are available for inspection at the principal corporate trust office of the Trustee, at its office at 33 North LaSalle Street, 13th Floor, Chicago, Illinois 60690, Attention: Corporate Trust Division.

The Issuer.

The Issuer is a municipality and home rule unit of local government, organized and existing under the Constitution and laws of the State of Illinois and the Municipal Code of Chicago, as amended. Pursuant to the ordinance of the Issuer authorizing the issuance of the Bonds, the Issuer has duly approved the issuance and sale of the Bonds and the execution and delivery of the Indenture and the Loan Agreement.

The Issuer has not independently reviewed the financial condition of the Obligor or the Bank, and makes no representation concerning the ability of the Obligor or the Bank to pay debt service on the Bonds.

The Obligor.

Active Graphics, Inc. (the "Obligor") was established as an Illinois corporation in 1965. The Obligor is engaged in the business of commercial printing. The Corporation is currently located at 1532 West Fulton Street, Chicago, Illinois, 60607.

Information regarding the Obligor in this Private Placement Memorandum does not fully describe its business or the financial condition. Investors are cautioned that the Bonds are being offered solely on the basis of the financial strength of the Bank and not on the basis of the financial strength of the Corporation or the availability of other security.

The Project.

The proceeds of the Bonds will be used to finance certain of the costs to be incurred by the Obligor in connection with the acquisition of machinery and equipment to be installed at the Obligor's manufacturing facility in the City of Chicago, Illinois. The machinery and equipment will be used by the Corporation in its manufacturing process at that location.

Use Of Proceeds.

The proceeds of the initial sale and delivery of the Bonds will be deposited with the Trustee in a special depository account entitled the "Project Fund" and such proceeds, including any investment income thereon, shall be

disbursed by the Trustee to pay project costs. Disbursements shall be made from time to time from the Project Fund to pay such costs, so long as there are monies in the Project Fund, upon presentation of requisition certificates executed by the Obligor meeting the requirements of the Loan Agreement. The proceeds of the Bonds deposited in the Project Fund are expected to be used as follows:

Machinery And Equipment	$4,410,000
Issuance Costs	90,000
	$4,500,000

The final use of the proceeds of the Bonds may, however, differ from these original estimates.

The Bonds.

General.

The Bonds will be dated the date of the original issuance thereof, and will mature on October 1, 2005. As more fully provided below under the caption "The Bonds -- Book-Entry Only System", one fully registered Bond will be delivered to D.T.C. and transfers of ownership interests in the Bonds will be made only by computerized book entries (the "Book-Entry System"). If, however, the Book-Entry System is discontinued, then the Bonds will be issued as registered Bonds prior to the Conversion Date in denominations of One Hundred Thousand Dollars ($100,000) each or any integral multiple thereof, and or after to the Conversion Date (as hereinafter defined), in denominations of Five Thousand Dollars ($5,000) and integral multiples thereof, and the Bonds may be transferred or exchanged for other Bonds of authorized denominations at the principal corporate trust office of the Trustee without charge other than any tax or other governmental charge. As used herein, the term "Conversion Date" shall mean the day on which the interest rate(s) on the Bonds shall be converted from a variable rate to a fixed rate in accordance with the Indenture (or, with respect to the Conversion Date being an Interest Payment Date or to notices, time periods, and requirements in connection with the proceedings for conversion, the day on which it is proposed that such conversion occur).

Interest Payment Dates. Interest on the Bonds is payable (i) prior to the Conversion Date on January 1, April 1, July 1, and October 1 commencing on January 1, 1996, (ii) on the Conversion Date, and (iii) from and after the Conversion Date, interest is payable on April 1 and October 1 of each year

(each such date being an "Interest Payment Date"). Prior to the Conversion Date, interest shall be computed on the basis of 365 or 366 days, as applicable, for the actual number of days elapsed and following the Conversion Date, shall be computed on the basis of 360 days consisting of twelve (12) thirty (30) day months.

Book-Entry Only System.

The Depository Trust Company ("D.T.C."), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (D.T.C.'s partnership nominee). One fully-registered Bond certificate will be issued in the aggregate principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000), and will be deposited with D.T.C..

D.T.C. is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. D.T.C. holds securities that its participants ("Direct Participants") deposit with D.T.C.. D.T.C. also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. D.T.C. is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc.. Access to the D.T.C. system is also available to others, such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The rules applicable to D.T.C. and its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the D.T.C. system must be made by or through Direct Participants, which will receive a credit for the Bonds on D.T.C.'s records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner" and, other than as applicable to D.T.C., "Bondholder") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from D.T.C. of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on

the books of Participants acting on behalf of Beneficial Owners. The Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Participants with D.T.C. are registered in the name of D.T.C.'s partnership nominee, Cede & Co.. The deposit of Bonds with D.T.C. and their registration in the name of Cede & Co. effect no change in beneficial ownership. D.T.C. has no knowledge of the actual Beneficial Owners of the Bonds; D.T.C.'s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notice and other communications by D.T.C. to Direct Participant, by Direct Participants to Indirect Participants, and by Direct Participant and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co.. If less than all of the Bonds are being redeemed, D.T.C.'s practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither D.T.C. nor Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, D.T.C. mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to D.T.C.. D.T.C.'s practice is to credit Direct Participants' accounts on any payment date in accordance with their respective holdings shown on D.T.C.'s records unless D.T.C. has reason to believe that it will not receive payment on the payment date. Payments made by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of D.T.C., the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to D.T.C. is the responsibility of the Issuer or the Trustee, disbursement of such payment to Direct Participants shall be the responsibility of D.T.C., and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on D.T.C.'s records, to the Trustee. The requirement for physical delivery of Bonds in connection with a demand for purchase or mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participant on D.T.C.'s records.

D.T.C. may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, the Bonds are required to be printed and delivered to the Beneficial Owners. The Issuer may decide to discontinue use of the system of book-entry transfers through D.T.C. (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information contained in this section concerning D.T.C. and D.T.C.'s book-entry system has been provided by D.T.C.. No representation is made by the Issuer, the Obligor, the Trustee, the Bank, the Placement Agent or the Remarketing Agent as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Issuer, The Obligor, The Trustee, The Placement Agent And the Remarketing Agent Cannot And Do Not Give Any Assurances That D.T.C. Will Distribute To Direct Participants Or That Direct Participants Or Indirect Participants Will Distribute To The Beneficial Owners Of The Bonds (i) Payments Of The Principal Of, Or Interest Or Premium, If Any, On The Bonds, (ii) Confirmation Of Their Ownership Interests In the Bonds Or (iii) Redemption Or Other Notices Sent To D.T.C. Or Cede & Co., Its Nominee, As The Registered Owner Of The Bonds, Or That They Will Do So On A Timely Basis, Or That D.T.C. Or Participants Will Serve And Act In The Manner Described In This Private Placement Memorandum. The Current "Rules" Applicable To D.T.C. Are On File With The Securities And Exchange Commission And The Current "Procedures" Of D.T.C. To Be Followed In Dealing With Direct Participants Are On File With D.T.C..

Neither The Issuer, The Obligor, The Trustee, The Placement Agent Nor The Remarketing Agent Will Have Any Responsibility Or Obligation To Direct Participants, Indirect Participants Or The Beneficial Owners Of The Bonds With Respect To (i) The Accuracy Of Any Records Maintained By D.T.C. Or Any Direct Participant Or Indirect Participant; (ii) The Payment By D.T.C. To Any Direct Participant Or By Any Direct Participant Or Indirect Participant Of Any Amount Due To Any Beneficial Owner In Respect Of The Principal Amount Or Redemption Price Of Or Interest On The Bonds; (iii) The Delivery Of Any Notice By D.T.C. To Any Direct Participant Or By Any Direct Participant Or Indirect Participant To Any Beneficial Owner That Is Required Or Permitted To Be Given To Owners

Under The Terms Of The Indenture; (iv) The Selection Of The Beneficial Owners To Receive Payment In The Event Of Any Partial Redemption Of The Bonds; Or (v) Any Other Action Taken By D.T.C. As Owner Of The Bonds.

Limited Obligations.

The Issuer shall not be obligated to pay the Bonds or the interest thereon or other costs incident thereto, except from the security for the Bonds as described below. Neither the faith and credit nor the taxing power of the Issuer is pledged to the payment of the principal of, premium, if any, or the interest on, the Bonds. The Bonds are not general obligations of the Issuer, but are limited obligations payable solely from certain amounts payable by the Obligor under the Loan Agreement and other moneys pledged therefor under the Indenture and do not constitute an indebtedness or obligation of the Issuer within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the Issuer. The Issuer has no obligation with respect to any purchase of the Bonds.

Security For The Bonds.

The principal security for the Bonds consists of the right of the Trustee to draw upon the Letter of Credit (see "The Letter Of Credit") and the unconditional obligation of the Obligor under the Loan Agreement to make the Loan Repayment (as defined in the Indenture) in amounts sufficient to allow the Issuer to make its corresponding payments of the principal of, premium, if any, and interest due on the Bonds.

The Issuer in the Indenture will pledge and assign to the Trustee for the payment of the Bonds all of the following: (i) all Loan Repayments which the Obligor is obligated to make under the Loan Agreement; (ii) all moneys in the Bond Fund and the Project Fund; (iii) all of the Issuer's rights and interest in the Promissory Note (as defined in the Indenture); (iv) all of the Issuer's rights and interest in the Loan Agreement (reserving certain rights of the Issuer and certain related parties in respect of attorney's fees, taxes, insurance, indemnification and its administrative costs); and (v) all of the proceeds of the foregoing, including, without limitation, investments thereof.

The Letter of Credit and the Issuer's rights, title and interest in the foregoing are deemed a part of and are collectively referred to as the "Security". The rights of the Bondholders and the Trustee as to payment of the Bonds are subject to applicable bankruptcy, insolvency and similar laws and principals of equity and public policy affecting creditors' rights generally.

Interest Rates On The Bonds.

Prior to the Conversion Date. Interest on the Bonds will be payable at the Variable Rate (as hereinafter defined) from the date of original issue until the earlier of the Conversion Date or the date of payment in full of the Bonds (the "Variable Rate Period"). The Variable Rate on _____ ____, 1995 through and including _____ ____, 1995 will be _____% per annum. Thereafter, during the Variable Rate Period, the Variable Rate shall be determined on the basis of a 365- or 366-day year, actual number of days elapsed, by the Remarketing Agent, by 3:00 P.M. Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day (as defined in the Indenture) if Wednesday is not a Business Day) for the next Calendar Week (as herein defined) and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds at a price of par (exclusive of accrued interest, if any) at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Bonds. Notwithstanding the foregoing, the Variable Rate shall not exceed the lesser of fifteen percent (15%) per annum or the maximum rate permitted by applicable law. If no Remarketing Agent shall be serving under the Indenture, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent as aforesaid.

As used herein, "Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from the date on which the Bonds are delivered to the purchaser or purchasers thereof upon original issuance to and including the following Wednesday.

On and after the Conversion Date. The Bonds shall bear interest at a fixed annual rate of interest (the "Fixed Rate") on and after the Conversion Date, except as provided under the subheading "Conversion of Interest Rate on the Bonds". The Fixed Rate for the Bonds shall be determined, on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each, by the Remarketing Agent on the date which is five (5) Business Days prior to the Conversion Date (the "Computation Date") and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue

bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Obligor, the Trustee, the Remarketing Agent and the Bondholders.

In determining the interest rate that the Bonds shall bear as provided herein, neither the Remarketing Agent nor the Trustee shall have any liability to the Issuer, the Obligor, the Trustee or any Bondholder except for its gross negligence or wilful misconduct.

Conversion Of Interest Rate On Bonds.

During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Obligor, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Obligor to the Trustee, the Remarketing Agent, the Bank and the Issuer:

(1) on any Business Day of any calendar month during the Variable Rate Period, of (i) a notice (the "Conversion Notice") stating that the Obligor has elected to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month after the calendar month during which the Trustee receives the Conversion Notice; (ii) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternative Letter of Credit (as hereinafter defined), in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement; and (iii) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (i) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Bonds will not cause the interest on the Bonds to be included in gross income for purposes of federal income taxation, and (B) the Fixed Rate does not exceed the maximum rate

permitted by applicable law; and (ii) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement.

No Conversion Notice may be given if a Mandatory Purchase Date (as hereinafter defined) has been established and is existing as provided under "Tender of Bonds for Purchase -- Purchase on Mandatory Purchase Date" herein.

Upon receipt from the Obligor of a Conversion Notice and the opinion of Bond Counsel described in paragraph (1) above, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders, which notice shall state in substance all information required pursuant to the terms of the Indenture. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Obligor, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Obligor with respect to the Obligor and the Issuer of the Letter of Credit which will secure the Fixed Rate Bonds.

If the Trustee receives written notification from the Obligor by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Obligor's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Obligor fails to deliver to the Trustee by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date the supplemental opinion of Bond Counsel, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of the Indenture. Further, the Issuer, the Obligor, the Trustee and the Bondholders, other than Bondholders whose Bonds were tendered (or deemed to have been tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights under the Indenture with respect to the Bonds, and all rights of the Issuer, the Trustee and the Obligor under the Indenture shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Trustee shall promptly notify the Issuer and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

The Bond shall not be subject to purchase as provided herein after the Conversion Date.

Tender Of Bonds For Purchase.

Purchase on Optional Tender Date. During the Variable Rate Period, the holders of the Bonds shall have the right to tender any Bond or Bonds (or portion thereof in an amount of One Hundred Thousand Dollars ($100,000) or any integral multiple thereof), to the Trustee as tender agent for purchase on any Optional Tender Date (as hereinafter defined) at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds to be purchased plus interest thereon, if any, to the Optional Tender Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office of an irrevocable written notice at least seven (7) days prior to the date on which the Bonds are to be purchased (which date must be a Business Day) (the "Optional Tender Date"), in which event the Trustee shall give the Remarketing Agent, the Obligor and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at or prior to 10:00 A.M. Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof in an authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date as provided above shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before 10:00 A.M. Chicago, Illinois Time, On Such Optional Tender Date As Required By The Terms Of The Indenture, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Optional Tender Date An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On The Optional Tender Date. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest due on such Date.

Any Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occurring after the date notice is given by the Trustee to the Bondholders as provided under "The Bonds -- Conversion of Interest Rate on Bonds" herein through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of

such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to the paragraph immediately following.

Purchase on Conversion Date. Upon any conversion of the interest rate on the Bonds to the Fixed Rate, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased, except for any Bond or Bonds (or portions thereof in authorized denominations) the holders of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice to retain such Bonds in substantially the form as provided in the Indenture.

Purchase on Mandatory Purchase Date. During the Variable Rate Period, the Bonds shall be subject to purchase on each Mandatory Purchase Date (as hereinafter defined) as hereinafter provided:

If the Obligor delivers to the Trustee not less than sixty (60) days prior to the expiration date of the Letter of Credit then in effect satisfactory evidence that the Obligor has obtained an Alternate Letter of Credit (as hereinafter defined) to be effective upon or prior to the fifteenth (15th) day immediately preceding such expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank), except those Bonds which the holder elects to retain, to the Trustee as tender agent at its principal corporate trust office on or before the Business Day immediately prior to the applicable Mandatory Purchase Date (the "Mandatory Purchase Tender Date") for purchase on the applicable Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit, at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest, if any, to the Mandatory Purchase Date. If the Obligor fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on an October 15, then the Bonds will be called for special mandatory redemption as set forth under "The Bonds -- Redemption of the Bonds -- Special Mandatory Redemption" herein.

Upon the Bonds becoming subject to tender for purchase as provided in the immediately preceding paragraph, the Trustee shall within five (5) Business Days after receipt of the letter described above, give telephonic notice to the Remarketing Agent and give notice by certified mail to the Bondholders, which notice shall have enclosed therewith any disclosure materials provided pursuant to the terms of the Indenture and shall be in substantially the form as provided in the Indenture. Any notice given in such manner

shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

The Bonds shall be tendered for purchase on a Mandatory Purchase Date as provided above except for any Bond or Bonds (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee as tender agent at its corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date a written notice in substantially the form as set forth in the Indenture.

If the Obligor fails to deliver the Alternate Letter of Credit and all opinions as required by the terms of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under the Indenture and the payment of the principal of and interest on the Bonds shall immediately be declared due and payable and interest thereon shall accrue to the fifteenth (15th) day following the date of such declaration.

Any election by a Bondholder to retain any Bond or Bonds (or portions thereof in authorized denominations) and not to tender such Bond or Bonds (or portions thereof in authorized denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If A Bondholder Fails To Give Notice Of Such An Election With Respect To Any Bond Or Bonds (Or Portions Thereof In Authorized Denominations) And Thereafter Fails To Deliver Such Bond Or Bonds To The Trustee As Tender Agent On Or Before The Fixed Rate Tender Date Or Mandatory Purchase Tender Date, As The Case May Be, Such Bond Or Bonds (Or Portions Thereof In Authorized Denominations) Which Are Not Delivered To The Trustee Shall Be Deemed To Have Been Properly Tendered To The Trustee And, To The Extent That There Shall Be On Deposit With The Trustee On Or Before The Conversion Date Or Mandatory Purchase Date, As The Case May Be, An Amount Sufficient To Pay The Purchase Price Thereof, Such Bond Or Bonds Shall Cease To Constitute Or Represent A Right To Payment Of Principal Or Interest Thereon And Shall Constitute And Represent Only The Right To The Payment Of Purchase Price Payable On Or After The Conversion Date Or Mandatory Purchase Date, As The Case May Be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date Or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Bonds to be retained on each such date.

On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, the Trustee shall purchase (but solely from funds received by the Trustee in accordance with the Indenture, including moneys received from a drawing under the Letter of Credit) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with the Indenture at a purchase price equal to one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased plus, in the case of a tender for purchase, accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be. Funds for the payment of the purchase price of such Bond or Bonds (or portions thereof in authorized denominations) shall be paid by the Trustee solely from the sources provided in the Indenture. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or not deemed to have been tendered for purchase.

Redemption Of The Bonds.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption. On or prior to the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, at any time upon the giving of notice of redemption, in whole or in part in multiples of One Hundred Thousand Dollars ($100,000), at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Bonds are subject to redemption by the Issuer, at the option of the Obligor, but subject to the receipt by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture, in whole at any time or in part in multiples of Five Thousand Dollars ($5,000) on any Interest Date for which notice of redemption can be given, at the redemption prices set forth in the following table plus accrued interest to the redemption date:

Length Of Period From The Interest Payment Date Immediately Succeeding The Conversion Date To The Maturity Date	Redemption Price As A Percentage Of Principal Amount (Measured From And Including The Interest Payment Date Immediately Succeeding The Conversion Date)	Call Protection*
greater than 7 years	after 3 three years at 102%, declining 1/2% per 6 months	3 years
less than or equal to 7 years and greater than 4 years	after 2 years at 101%, declining 1/2% per 6 months	2 years
less than or equal to 4 years and greater than 3 years	after 2 years at 100½%, declining 1/2% per 6 months	2 years
less than or equal to 3 years and greater than 2 years	after 1 year at 100½%, declining 1/2% per 6 months	1 year
less than or equal to 2 years and greater than 1 year	after 1 year at 100%	1 year
less than or equal to 1 year	on or after the second Interest Payment Date during such period at 100%	the portion of such period prior to the second Interest Payment Date therein

Mandatory Redemption. The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability (as hereinafter defined). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a

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*Length of time (measured for the Interest Payment Date immediately succeeding the Conversion Date) before Bonds may be called.

redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption on the earliest practicable date for which notice can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds Outstanding plus accrued interest to the redemption date.

As used herein, the term "Determination of Taxability" means a determination that the interest income on any of the Bonds is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the Obligor, or upon any review or audit of the Obligor, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder thereof;

(b) the day on which the Obligor receives notice from the Trustee in writing that the Trustee has been advised in writing by any holder or former holder of a Bond that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such holder or former holder which asserts in effect that the interest on the Bonds received by such holder or former holder is includable in the gross income of such holder or former holder;

(c) the day on which the Obligor is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder of a Bond;

(d) the day on which the Obligor is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Obligor has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of any holder or former holder of a Bond; or

(e) the date specified in a written opinion to the Obligor from Bond Counsel (as defined in the Indenture) as the day on which interest on the Bonds first became or will become includable in the gross income of any holder or former holder of a Bond;

provided, however, (i) no Determination of Taxability shall occur if the interest of any of the Bonds is included in gross income for federal income tax purposes solely because such Bond was held by a Person who is a Substantial User or a Related Person (each as defined in the Indenture), and (ii) no Determination of Taxability shall occur under subparagraph (a), (b) or (c) of this definition unless the Obligor has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Trustee, the Issuer and the Bank, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b) or (c) of this definition, with an opinion of Bond Counsel to the effect that there is a reasonable likelihood that the Obligor will prevail in such contest and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Obligor shall promptly notify the Trustee and the Issuer of any event described in subparagraph (a), (c), (d) or (e) of this definition and shall further promptly notify the Trustee and the Issuer of any final determination if the Obligor has contested under subparagraph (a), (b) or (c) of this definition. The Obligor shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of any holder or former holder of a Bond to judgment and through any appeals therefrom or other proceedings related thereto.

Special Mandatory Redemption. In the event that, at least sixty (60) days prior to the expiration date of the Letter of Credit then in effect, the Trustee has been provided with an extension of such Letter of Credit for a period of not less than one (1) year ending on an October 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the October 1 next preceding the expiration date of the then existing Letter of Credit at a redemption price determined as follows: (a) during the Variable Rate Period, the redemption price shall be one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date; and (b) during the Fixed Rate Period, the redemption price shall be the lesser of (i) one hundred three percent (103%) of the principal amount thereof plus accrued interest to the redemption date, or (ii) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed pursuant to the Indenture.

The Obligor shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a) (i) an Alternate Letter of Credit and all opinions as required by the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for the applicable period required by the Loan Agreement , and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Obligor are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to

the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed by the Remarketing Agent pursuant to the Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Obligor which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Obligor, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Obligor shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to the Indenture.

Partial Redemption. If less than all the Outstanding Bonds of the same series and maturity shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds of such series and maturity to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in One Hundred Thousand Dollar ($100,000) portions thereof prior to the Conversion Date and in Five Thousand Dollar ($5,000) portions thereof after the Conversion Date. Notwithstanding the foregoing, Bonds which are pledged to the Bank ("Pledged Bonds") pursuant to the Pledge and Security Agreement, dated as of October 1, 1995, among the Obligor, the Trustee and the Bank shall be selected by the Trustee for redemption before any other Bonds are selected for redemption. If there shall be called for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice of Redemption. Notice of the call for redemption of the Bonds for any reason shall be given by the Trustee, upon receipt by the Trustee of notice from the Issuer as directed by the Obligor at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided in the Indenture (except for Sinking Fund Redemptions, a Mandatory Redemption on Determination of Taxability or a Special Mandatory Redemption, which shall not require any such notice from the Issuer to the Trustee), by certified mail prior to the Conversion Date and thereafter by first class mail, at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mail, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. Additional notices of redemption may be given in accordance with the Indenture. All Bonds so called for redemption will cease to bear interest on the specified date set for

redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and, in the case of redemption, a new Bond for any portion not redeemed.

The Letter Of Credit.

General.

The following is a summary of certain provisions of the Letter of Credit and reference is made to it for a complete recital of the terms thereof:

The Letter of Credit will be an irrevocable obligation of the Bank to pay to the Trustee, upon request and in accordance with the terms thereof, an amount sufficient to pay (i) the principal of the Bonds or the portion of the purchase price corresponding to the principal of the Bonds and (ii) up to one hundred ten (110) days accrued interest (at a maximum rate of twelve percent (12%) per annum) on the Bonds or the portion of the purchase price corresponding to interest accrued on the Bonds. The Letter of Credit shall terminate (the "Termination Date") no earlier than the earliest of (i) the payment in full by the Bank of funds authorized to be drawn thereunder, (ii) the surrender of the Letter of Credit by the Trustee to the Bank for cancellation as a result of (A) the payment in full of the Bonds pursuant to the provisions of the Indenture, or (B) the acceptance by the Trustee of an Alternate Letter of Credit, as certified by the Trustee to the Bank, (iii) 5:00 P.M., Detroit, Michigan time, on October 15, 2005, (iv) the fifth (5th) day following the Conversion Date, or (v) the fifteenth (15th) calendar day following delivery to the Trustee of a direction by the Bank under the Indenture to declare the Bonds due and payable which has not been rescinded.

On or prior to the Conversion Date or the Termination Date of the Letter of Credit, the Letter of Credit entitles, and the Indenture requires, the Trustee to draw upon the Letter of Credit on the Business Day preceding (1) any date on which interest or principal (whether upon redemption, acceleration or otherwise) is due on the Bonds, in an amount sufficient to make such payment to the extent funds are not otherwise available therefor under the Indenture, and (2) any date on which Bonds are to be purchased, in an amount sufficient to purchase such Bonds to the extent funds are not otherwise available therefor, including without limitation funds available from the remarketing of such Bonds by the Remarketing Agent. Notwithstanding the foregoing, in no event shall the Trustee draw under the Letter of Credit or apply proceeds of any draw under the Letter of Credit to pay the principal of or interest on Pledged Bonds.

Except as therein provided, the Letter of Credit is governed by the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "U.C.P."). The U.C.P. provides that banks assume no liability or responsibility for consequences arising out of the interruption of their business by acts of God, riots, civil commotions, insurrections, wars or any other causes beyond their control, or by strikes or lockouts. It further provides that upon resumption of their business, banks will not effect payment under letters of credit which expired during such interruption of their business.

The obligation of the Bank under the Letter of Credit with respect to the Bonds will be reduced to the extent of any drawing thereunder. The amount available to be drawn under the Letter of Credit with respect to the Bonds will also be reduced by the amount by which Bonds have been paid, redeemed or canceled (and have not been exchanged for new Bonds in a like principal amount). The amount available to be drawn under the Letter of Credit with respect to the purchase price of the Bonds will be increased by the amount of reimbursement paid to the Bank by the Obligor or received from remarketing proceeds of the Bonds for amounts previously drawn under the Letter of Credit to pay the purchase price of the Bonds. With respect to a drawing by the Trustee to pay interest on the Bonds, unless the Trustee shall have received notice from the Bank no later than the fifteenth (15th) calendar day after the drawing that the amount available to be drawn for interest under the Letter of Credit will not be reinstated, the Letter of Credit will on the next calendar day thereafter automatically reinstate in an amount equal to such interest drawing.

Upon an acceleration of the maturity of the Bonds due to any provision of the Indenture, the Trustee will be entitled to draw on the Letter of Credit to the extent of the aggregate principal amount of such Bonds then outstanding plus accrued interest on the Bonds upon acceleration including interest accruing through the third (3rd) calendar day following the date of such acceleration, less amounts paid in respect of interest and the purchase price of any Bond for which the Letter of Credit has not been reinstated.

Alternate Letter Of Credit -- Variable Rate Period.

The Loan Agreement provides that the Obligor may, at any time, at its option, so long as it has not delivered a Conversion Notice as provided under "Conversion of Interest Rate on Bonds" herein, provide for the delivery to the Trustee of an irrevocable letter of credit, other than the Letter of Credit, issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities (the "Alternate Letter of Credit"), the date of which shall be prior to the termination date of and the terms of which shall in all material respects be the same as the Letter of

Credit except that such Alternate Letter of Credit shall be for a period of at least one (1) year and shall expire on an October 15; provided, however, that (i) upon the written request of the Obligor made not more than six (6) months and not less than ninety (90) days prior to the scheduled expiry date of the Alternate Letter of Credit, the issuer of the Alternate Letter of Credit may, in its sole discretion, agree to extend the scheduled termination date of the Alternate Letter of Credit for a minimum period of one (1) year and upon such terms and conditions as may be agreed on by that issuer and the Obligor; within thirty (30) days from the receipt of such request that issuer shall notify the Obligor whether such extension will be granted and the terms and conditions applicable to such extension and (ii) on or before the date of such delivery of an Alternate Letter of Credit to the Trustee, the Obligor shall furnish to the Trustee (x) an opinion of Bond Counsel stating that the delivery of such Alternate Letter of Credit is authorized under and complies with the terms of the Loan Agreement, and (y) an opinion of counsel stating that the Alternate Letter of Credit is a binding and enforceable obligation of its issuer (except as enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and (B) the availability of equitable remedies, including specific performance and injunctive relief), that payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer and that the Issuer is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States and subject to regulation by state or federal banking regulatory authorities or is a branch of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities. In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

Fixed Rate Period.

On the Business Day immediately preceding the Conversion Date, the Obligor shall cause to be delivered to the Trustee (A) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, which Letter of Credit, as amended, or Alternate Letter of Credit (i) shall have the same terms as, and shall be in substantially the form of, the original Letter of Credit, except that it shall provide for the payment of the outstanding principal, any redemption premium and up to two hundred ten (210) days interest payable with respect to the Bonds after the Conversion Date, (ii) shall be effective on the Conversion Date, (iii) shall be for a period of at least five (5) years after the Conversion Date or the remaining term of the Bonds, whichever is less, and (iv) shall expire on an October 15, (B) an opinion of

Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with the Loan Agreement, (C) an opinion of counsel stating that (i) the Letter of Credit as amended or the Alternate Letter of Credit, as the case may be, is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting credits' rights generally and the availability of equitable remedies, including specified performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (D) evidence that the Issuer of the Letter of Credit as amended or Alternate Letter of Credit, as the case may be, is rated by a Rating Agency (as hereinafter defined) at least equal to the greater of (i) the rating of the Issuer of the then existing Letter of Credit or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Letter of Credit as amended or Alternate Letter of Credit, as the case may be, is the legal, valid and binding obligation of such bank enforceable in accordance with its terms. "Rating Agency" means Moody's Investor Services, Inc., or Standard & Poor's Rating Group, a division of McGraw Hill, or their successors and assigns, and, if both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Agency" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligor with the approval of the Remarketing Agent, by notice to the Issuer, the Bank, the Trustee and the Remarketing Agent.

The Obligor shall have the right (but is not obligated) after the Conversion Date to arrange for the renewal, reissuance or extension of the Letter of Credit or an Alternate Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least five (5) years or the remaining term of the Bonds, whichever is less, and shall expire on an October 15.

At any time after the Conversion Date upon at least forty-five (45) days prior written notice to the Trustee, the Obligor may, at its option, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association acceptable to the Issuer organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by

state or federal banking regulatory authorities and shall have the same terms as, and shall be in substantially the form of, the amended Letter of Credit or Alternate Letter of Credit, as the case may be, delivered pursuant to the first paragraph under "Letter Of Credit -- Fixed Rate Period" herein and such Alternate Letter of Credit shall be for a period of at least five (5) years or the remaining term of the Bonds, whichever is less, and shall expire on an October 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Obligor shall furnish to the Trustee (A) an opinion of Bond Counsel stating the delivery of such Alternate Letter of Credit is authorized under and complies with the Loan Agreement, (B) an opinion of counsel stating that (i) the Alternate Letter of Credit is a binding and enforceable obligation of the Issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a filing of a petition in bankruptcy by or against the Obligor or the Issuer and (iii) the Issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (C) evidence that the Issuer of the Alternate Letter of Credit is rated by a Rating Agency at least equal to the greater of (i) the rating of the Issuer of the then existing Letter of Credit or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

The Reimbursement Agreement.

The following is a summary of certain provisions of the Reimbursement Agreement, to which document in its entirety by reference is made for the detailed provisions thereof. An Event of Default under the Reimbursement Agreement could, at the option of the Bank, be an Event of Default under the Indenture.

Reimbursement By The Obligor.

The Obligor agrees to reimburse the Bank for all amounts that are drawn by the Trustee under the Letter of Credit, together with interest on all such amounts in accordance with the provisions of the Reimbursement Agreement.

Fees, Commissions And Expenses.

Pursuant to the Reimbursement Agreement, the Obligor agrees to pay to the Bank Letter of Credit disbursement fees, transfer fees, an annual fee based on the amount available to be drawn under the Letter of Credit, a termination premium under certain circumstances if the Obligor replaces the Letter of Credit prior to its expiration date as set forth in the Reimbursement Agreement, interest on amounts drawn under the Letter of Credit to the date of repayment by the Obligor, and all expenses incurred in maintaining the Letter of Credit and in enforcing the Bank's rights under the Reimbursement Agreement. All costs and expenses (including those which result from a change in law) incurred by the Bank relative to the Letter of Credit or the Reimbursement Agreement will also be paid by the Obligor in accordance with the terms of Reimbursement Agreement.

Certain Affirmative And Negative Covenants.

The Obligor covenants in the Reimbursement Agreement, among other things, to maintain its corporate existence; to comply with all applicable laws and pay taxes; to maintain adequate insurance; to keep proper books and records; to permit the Bank to examine such books and records; to submit to the Bank certain financial and other reports and information; to comply with certain financial covenants; and to not do certain things or permit certain conditions to exist without the written consent of the Bank. The Obligor also covenants that, if requested to do so by the Bank, it will cause Bonds to be redeemed on October 1 of each year, commending on October 1, 199__, in an aggregate principal amount of One Hundred Fifty Thousand Dollars ($150,000) during the first year following that commencement date, Six Hundred Thousand Dollars ($600,000) during the next following year, approximately Seven Hundred Thousand Dollars ($700,000) during each of the next two following years, approximately Six Hundred Fifty Thousand Dollars ($650,000) during each of the next following two years, approximately Three Hundred Fifty Thousand Dollars ($350,000) during the next following year, and approximately Three Hundred Thousand Dollars ($300,000) during the next following year. Bondholders should note that this covenant may be amended or eliminated at any time by the Obligor and the Bank. The Bank may waive its right to request that Bonds be so redeemed. If this covenant is waived, amended or eliminated, the Bonds would continue to be subject to optional redemption in accordance with the terms of the Indenture.

These covenants are solely for the benefit of the Bank. The Bank may waive any such covenants or certain other provisions of the Reimbursement Agreement and may agree with the Obligor to amend certain covenants or provisions. The Bondholders will have no rights or obligations as a result of the covenants or provisions of any amendments or waivers thereof.

Events Of Default.

The occurrence of certain events constitutes an Event of Default (unless waived by the Bank or unless cured within applicable time periods set forth in the Reimbursement Agreement) under the Reimbursement Agreement. These events pertain to, but are not limited to the following: (i) failure by the Obligor to pay when due any payment under the Reimbursement Agreement, (ii) the existence of material inaccuracies in any representation or warranty of the Obligor in the Reimbursement Agreement or in the Indenture, the Loan Agreement, the Security Documents, the Placement Agreement and the Remarketing Agreement or any other agreement or instrument relating thereto (all as defined in the Reimbursement Agreement and collectively referred to herein as the "Operative Documents"), (iii) failure of the Obligor to comply with any covenants contained in the Reimbursement Agreement, (iv) various events of bankruptcy, or corporate acts authorizing any such event of bankruptcy, with respect to the Obligor, (v) the award of any judgment or order against the Obligor for the payment of money exceeding One Hundred Thousand Dollars ($100,000) which would likely cause a material adverse change in the business of the Obligor or a material adverse effect on the Reimbursement Agreement and Security Documents, which shall remain unpaid or unstayed on appeal, (vi) default in the payment when due, whether by acceleration or otherwise, of any indebtedness for borrowed money of the Obligor or the default in the performance of observance of any obligation or condition with respect to such indebtedness if the effect of such default is to permit acceleration of the payment thereof by the holder of such indebtedness, (vii) the occurrence of any event of default under any of the Operative Documents, (viii) the occurrence of any "reportable event", as defined in the Employee Retirement Income Security Act of 1974 and any amendments thereto with respect to the Obligor which would result in liability in excess of One Hundred Thousand Dollars ($100,000) and such reportable event is not cured within thirty (30) days, and certain other events related thereto, and (ix) any of the Security Documents or the Reimbursement Agreement shall become at any time invalid or unenforceable against the Obligor.

Written notice delivered to the Trustee by the Bank to declare the principal of all Bonds outstanding and accrued interest due and owing arising out of the occurrence and continuance of an Event of Default under the Reimbursement Agreement constitutes an Event of Default under the Indenture. (See "The Indenture -- Defaults and Remedies.")

An Event Of Default Under The Reimbursement Agreement, Including An Event Of Default With Respect To The Financial Covenants Of The Obligor (Which Are Not Described Herein), Could Result In The Acceleration Of Principal And Interest On The Bonds And The Exercise Of All Available Remedies Thereunder.

Security For Reimbursement Agreement.

As security for the Obligor's obligations under the Reimbursement Agreement, the beneficial owners of the property on which the Project is located will execute a Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") dated as of October 1, 1995, in favor of the Bank, granting a mortgage lien on certain real estate on which the Project is located and a security interest in certain machinery, equipment, accounts and intangibles. The Mortgage has been or will be executed solely for the benefit of the Bank and neither the Issuer, the Trustee nor the holders of the Bonds will have any rights or security thereunder. The principal stockholders of the Obligor have also executed personal guaranties of the reimbursement obligations of the Obligor.

Pursuant to a Pledge and Security Agreement, dated as of October 1, 1995 (the "Pledge Agreement"), the Bank, the Obligor and the Trustee have agreed that the Trustee shall hold, as agent for the Bank, any Bonds not remarketed by the Remarketing Agent and paid for with a draw on the Letter of Credit. Such Bonds will be registered in the name of the Obligor and pledged to the Bank to secure repayment of moneys thus paid by the Bank. Upon receipt of moneys sufficient to pay in full the amount of such Letter of Credit payment, the pledged Bonds shall be released and the Letter of Credit shall be reinstated as therein provided.

The Loan Agreement.

The following is a summary of certain provisions of the Loan Agreement, to which document in its entirety reference is made for the detailed provisions thereof.

General.

Under the Loan Agreement, the Issuer agrees to issue, sell and deliver the Bonds pursuant to the Indenture, subject to specified conditions and shall cause the proceeds of the sale of the Bonds to be deposited with the Trustee and applied as contemplated by the Indenture.

Payment Obligations Of The Obligor.

The Obligor will pay to the Trustee as assignee of the Issuer on or before any interest payment date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made until such time as the Bonds shall have been fully paid or provision made for such

payment as described under the caption "The Indenture -- Discharge of Lien", in immediately available funds, a sum which, together with any Eligible Funds (as defined in the Indenture) held by the Trustee, will be in an amount sufficient to pay principal or purchase price of, premium, if any, and interest on the Bonds, whether at maturity, upon redemption or purchase or otherwise coming due on the Bonds; provided, however, such obligation will be deemed satisfied to the extent of corresponding draws under the Letter of Credit. The Obligor must deliver the Letter of Credit to the Trustee, and the Trustee is authorized to draw upon the Letter of Credit as described above.

Administrative Expenses.

The Obligor must pay the Trustee's reasonable fees and charges under the Indenture and the reasonable fees and charges of the Remarketing Agent, the Bank and the Issuer.

Maintenance, Repair And Modification.

The Obligor will at its own expense keep the Project in good repair and good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof. The Obligor may, from time to time and at its own expense, make any modifications or improvements to the Project as it may deem desirable, provided that such modifications or improvements do not (i) materially and adversely affect the scope, character, value or operation of the Project without the prior written consent of the Bank, (ii) impair the exclusion of interest on the Bonds from gross income for federal income tax purposes or (iii) contravene the provisions of the Act.

Taxes And Other Charges And Insurance.

The Obligor, subject to its right to contest such taxes or charges as provided in the Reimbursement Agreement, will pay before any interest, collection fees or penalties shall accrue, all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against the Project and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

The Obligor will continuously insure the Project against such risks and in such amounts with respect to the Project as are customarily insured against by businesses of like size and type, as specifically provided in the Loan Agreement.

Damage, Destruction And Condemnation.

If prior to the full payment of the Bonds (or provision therefor as provided in the Indenture), the Project or any part thereof is damaged or destroyed or taken in condemnation or by eminent domain, the Obligor shall promptly give written notice thereof to the Issuer, the Bank and the Trustee. The net proceeds of the title insurance and casualty and property insurance carried with respect to the Project or the net proceeds resulting from condemnation or eminent domain proceedings shall be paid to the Bank and subject to the provisions of the Mortgage. As soon as practicable, the Bank shall notify the Trustee whether such insurance or condemnation proceeds will be permitted to be used to restore the Project as provided in the Loan Agreement or used to repay the Loan and cause the Bonds to be paid or redeemed to the extent of the available insurance or condemnation proceeds. If the Bank allows such proceeds, or any part thereof, to be used to restore the Project, the Trustee shall deposit the net insurance or condemnation proceeds it receives from the Bank in the Project Fund, which shall be reactivated, or if the Bank elects to cause the Loan to be prepaid to the extent of such net proceeds, such insurance or condemnation proceeds shall be deposited in the Bond Fund and be used to reimburse the Bank for a draw under the Letter of Credit in connection with the redemption of Bonds as provided in the Indenture.

Assignment And Leasing.

The Obligor shall not assign or transfer its rights or obligations under the Loan Agreement, or lease any portion of the Project in excess of ten percent (10%) of the leasable space, without the prior written consent of the Bank and the delivery of specified evidence of the Obligor's compliance with the terms of the Loan Agreement.

Special Covenants.

The obligation of the Obligor to make loan repayments and to perform and observe its other covenants and agreements contained in the Loan Agreement and the Promissory Note will be absolute and unconditional until such time as the principal of, premium, if any, and interest on all outstanding Bonds shall have been fully paid or provided for in accordance with the Indenture and shall not be subject to any defense or right of set-off, counterclaim or recoupment against the Issuer, the Trustee or any other person.

The Obligor will not take, nor permit to be taken on its behalf, any action which would impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and will take such reasonable action as may be necessary to maintain the exclusion during the term of the Loan Agreement.

Defaults And Remedies.

Each of the following is an "Event of Default" under the Loan Agreement .

(a) Failure by the Obligor to pay the loan repayments in the amounts and at the times provided in the Loan Agreement or the Promissory Note; provided, however, that no Event of Default described in this subparagraph (a) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Fund at such times and in such manner so as to prevent an Event of Default described under clause (a) or (b) under the heading "The Indenture -- Defaults and Remedies" herein, but such failure may constitute an Event of Default to the extent declared by the Bank to constitute an Event of Default under the Reimbursement Agreement;

(b) Failure by the Obligor to in the amounts and at the times provided in the Loan Agreement so to enable the Trustee to pay the Purchase Price of all Bonds to be purchased on each Optional Tender Date, the Conversion Date, and each Mandatory Purchase Date; provided, however, that no Event of Default described in this subparagraph (b) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Purchase Fund at such times and in such manner so as to prevent an Event of Default described under clause (c) under the heading "The Indenture -- Defaults and Remedies" herein;

(c) Failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed in the Loan Agreement or the Promissory Note for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Obligor by the Issuer, the Bank or the Trustee; provided, however, that if the Obligor shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence, can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Trustee with the consent of the Bank to be necessary to enable the Obligor to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(d) any representation or warranty made by the Obligor in any document delivered by the Obligor to the Trustee or the Bank or the Issuer in connection with the sale and delivery of the Bonds proves to be untrue when made in any material respect;

(e) occurrence of an Event of Default under the Indenture; or

(f) the Obligor (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subparagraph (f), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if such proceeding is being contested by the Obligor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days.

Whenever any such Event of Default shall have occurred and be continuing, and if acceleration of the maturity of the Bonds has been declared under the Indenture:

(a) the Trustee shall declare all Loan Repayments to be immediately due and payable, whereupon the same shall become immediately due and payable and the Trustee shall thereupon draw upon the Letter of Credit in accordance with its terms and the terms of the Indenture;

(b) subject to the reasonable security and safety requirements of the Obligor, the Issuer or the Trustee may have access to and inspect, examine, and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Obligor, only insofar as they relate to the Project or the Event of Default and the remedying thereof; and

(c) to the extent of any insufficiency after drawing under the Letter of Credit, the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under the Loan Agreement, the Promissory Note or to enforce the performance of any other obligation or agreement of the Obligor under such documents.

No remedy in the Loan Agreement conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under the Loan Agreement or then or thereafter existing at law or in equity or by statute.

Amendments To Loan Agreement.

The Issuer and the Obligor may, with the consent of the Bank and the Trustee but without the consent of the Bondholders, amend, change or modify the Loan Agreement as may be required; (1) for the purpose of curing any ambiguity or formal defect or omission which shall not adversely affect the interest of the Bondholders; (2) to grant or pledge to the Issuer or the Trustee for the benefit of the Bondholders or the Bank, any additional security; (3) to provide for the issuance of Additional Bonds (as defined in the Indenture) for the purposes set forth in, and subject to, the Loan Agreement and the Indenture; or (4) in connection with any other change therein which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee or the Bondholders.

Except for amendments permitted in the preceding paragraph, the Loan Agreement cannot be amended or modified without the consent of the Bank and the consent of the holders of not less than a majority in the aggregate principal amount of the Bonds then outstanding, such consent to be obtained in accordance with the Indenture.

The Indenture.

The following is a summary of certain provisions of the Indenture, to which document in its entirety reference is made for the detailed provisions thereof.

Assignment And Security.

Pursuant to the Indenture, the Issuer's interest in the Security is pledged and assigned to the Trustee by the Issuer to secure payment of the principal of, premium, if any, and interest on the Bonds.

Bond Fund.

The Indenture establishes a Bond Fund, which will be held by the Trustee. The Trustee will deposit in the Bond Fund (a) any accrued interest received on the sale of the Bonds; (b) all Loan Repayments under the Loan

Agreement, including all proceeds resulting from the enforcement of the Security or its realization as collateral; (c) insurance and condemnation proceeds as and to the extent provided in the Loan Agreement; (d) all moneys received by the Trustee under the Loan Agreement for deposit in the Bond Fund; (e) all moneys drawn under the Letter of Credit to pay principal of, premium, if any, or interest on the Bonds; and (f) any other moneys received by the Trustee with directions for deposit in the Bond Fund.

The Bond Fund will be used solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity or prior redemption provided, however, that any amounts transferred from Project Fund to the Bond Fund may only be used in accordance with the provisions of the Loan Agreement.

To the extent that sufficient Eligible Funds in the Bond Fund are not available to pay in full the principal of, premium, if any, and interest on the Bonds at 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Business Day when due, whether by maturity, redemption or acceleration, the Trustee shall draw upon the Letter of Credit, as provided in the Indenture, on such Business Day in an amount which together with other Eligible Funds available in the Bond Fund is sufficient to make prompt payment of all principal of, premium, if any (but only if the Letter of Credit is amended to cover premium) and interest due on the Bonds on such payment date.

Bond Purchase Fund.

The Indenture established a Bond Purchase Fund, which will be held by the Trustee. The Indenture provides that the Trustee will deposit in the Bond Purchase Fund (i) all money drawn by the Trustee under the Letter of Credit for the purpose of paying the purchase price of Bonds due on any Purchase Date (as hereinafter defined), (ii) all additional payments under the Loan Agreement with respect to the purchase price of tendered Bonds, (iii) the proceeds of any remarketing of Bonds by the Remarketing Agent, and (iv) all other money required to be deposited in the Bond Purchase Fund pursuant to the Loan Agreement or the Indenture. Money in the Bond Purchase Fund will be used to pay the purchase price of Bonds due on any Purchase Date. As used herein, "Purchase Date" shall mean any Optional Tender Date, Mandatory Purchase Date or the Conversion Date.

Funds for payment of the purchase price of Bonds will be derived from the following sources in the order of priority indicated:

(i) proceeds from the remarketing of the Bonds pursuant to the Indenture which have been delivered to the Trustee, provided that such proceeds were not received from the Issuer, the Obligor, or any "insider" of the Obligor or the Issuer (as defined in the United States Bankruptcy

Code) and have not been commingled with any other funds which do not constitute Eligible Funds;

(ii) moneys drawn under the Letter of Credit by the Trustee pursuant to the Indenture; and

(iii) any other moneys furnished by the Obligor for purchase of Bonds.

On each Purchase Date, money in the Bond Purchase Fund remaining after the payment of the purchase price of Bonds will be applied by the Trustee to reimburse the Bank for any amounts due under the Reimbursement Agreement.

Project Fund.

The net proceeds of the issuance and delivery of the Bonds shall be deposited in the Project Fund. Pursuant to the Loan Agreement and the Indenture, the Trustee is authorized to make each disbursement from the Project Fund upon receipt of a requisition from the Obligor to pay costs incurred in connection with the issuance and delivery of the Bonds and the acquisition and construction of the Project. Such requisitions shall comply with the requirements of the Loan Agreement. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

Investment Of Funds.

Any moneys held as a part of any Fund may be invested or reinvested by the Trustee, at the request of the Obligor, in any one or more of the following, provided that any such investment is not prohibited by law:

(i) obligations of the United States, its agencies, or United States government sponsored enterprises, or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States of America;

(ii) obligations of a state of the United States, the District of Columbia or any possession of the United States, or any political subdivision thereof, which are described in Section 103(a) of the Code and are rated in one of the highest three major grades as determined by at least one national rating service or are secured, as to payments of principal and interest, by a letter of credit provided by a financial institution or insurance provided by a bond insurance company which itself or its debt is rated in one of the highest three major grades as determined by at least one national rating service;

(iii) banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, savings bank, credit union or other financial institution whose deposits are, as appropriate, insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or any successor entities and whose reported capital and surplus equal at least Fifty Million Dollars ($50,000,000); provided, however, that the Fifty Million Dollar ($50,000,000) capital and surplus requirement will not apply to any financial institution owned by NBD Bancorp, Inc.;

(iv) commercial paper rated at the time of purchase within the two highest classifications established by not less than two (2) national rating services, and which matures within two hundred seventy (270) days after the date of issue;

(v) repurchase agreements against obligations itemized in paragraph (i) above which must be executed by a bank or a trust company or by members of the Association of Primary Dealers or other recognized dealers in United States securities, the market value of which must be maintained at levels at least equal to the amounts advanced and which must be held in the custody of the Trustee or the Trustee's agent;

(vi) any fund or other pooling arrangement which exclusively purchases and holds the investments itemized in (i) through (v) above; or

(vii) an investment agreement or guaranteed investment contract with a provider whose unsecured long-term debt is rated within the two highest rating classifications established by at least one national rating service or an investment agreement or guaranteed investment contract which is guaranteed by an entity meeting the provider requirements described in this subparagraph (vii).

Notwithstanding the foregoing, any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Trustee in the Bond Fund or the Bond Purchase Fund may only be invested in the government obligations described in (i) above or in funds comprised solely of such government obligations. All investments of moneys in any Fund will be held by or under the control of the Trustee and will be deemed at all times a part of the particular fund for which they were purchased. Interest accruing thereon and any profit realized from such investments will be credited, and any loss will be charged, to the particular fund from which the investment was made.

Defaults And Remedies.

Each of the following is an "Event of Default" under the Indenture:

(a) default in the payment of any interest on any Bond when and as the same shall have become due;

(b) default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) default in the observance or performance of any other of the covenants, agreements or conditions on the part of the Issuer included in the Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Bank and the Obligor given by the Trustee;

(e) the occurrence of an Event of Default as defined in the Loan Agreement;

(f) the Trustee shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Reimbursement Agreement;

(g) the Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Trustee, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subparagraph (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60) days, and the Obligor shall not have obtained an Alternate Letter of

Credit within sixty (60) days after receipt of written notice of each such occurrence;

(h) the Obligor shall fail to deliver to the Trustee an Alternate Letter of Credit and all related opinions as required by the Loan Agreement on or prior to the Mandatory Purchase Date.

Any default described in subsection (d) above shall be waived by the Trustee at the direction of the Bank from time to time if the Issuer (or the Obligor, on behalf of the Issuer) is proceeding with all due diligence to cure such default and the Issuer is not otherwise in default under the Indenture.

Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) above, upon the occurrence of any Event of Default hereunder, the Trustee may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under subsection (f) or (h) above, the Trustee shall, by notice in writing sent to the Issuer, declare the principal of and any premium on all Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration; provided, however, in the event of a declaration resulting from an Event of Default under subsection (h) above, interest on the Bonds shall accrue to the earlier of (A) the fifteenth (15th) day following such declaration or (B) the stated expiration date of the Letter of Credit. Upon any declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in the Indenture.

Upon the happening and continuance of an Event of Default under the Indenture the Trustee may, but only with the prior written consent of the Bank, with or without taking action to accelerate under the Indenture, as described above, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of the Indenture, the Loan Agreement or the Promissory Note.

Subject to the foregoing and the requirement that the Bank's consent to the exercise by the Trustee of any such available remedy must be obtained, upon the happening and continuance of an Event of Default, and if requested to do so by the holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and the Trustee is indemnified as provided under the Indenture, the Trustee shall exercise such of the rights and powers conferred by the Indenture as the Trustee, being advised

by counsel, shall deem most effective to enforce and protect the interest of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders, the Bank.

Subject to the rights of the Bank to direct proceedings as summarized above and as further provided in the Indenture, the holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or any other proceedings thereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture, and provided that the Trustee shall be indemnified to its satisfaction.

Discharge Of Lien.

When all principal of, premium, if any, and interest on the Bonds have been paid, or after provision for such payment has been made in accordance with the Indenture, and all fees and charges of the Trustee payable through the date on which the Bonds are to be retired and all other obligations of the Issuer and the Obligor under the Loan Agreement, the Indenture and the Promissory Note have been paid and fully performed, then the Security shall be released from the lien of the Indenture and the Indenture shall be discharged. The Trustee will deliver to the Issuer and the Obligor any written instrument necessary to evidence such discharge.

Supplemental Indentures.

The Issuer and the Trustee, with the consent of the Bank but without the consent of or notice to any Bondholder, may enter into supplementary indentures not inconsistent with the Indenture:

(a) to cure any ambiguity or to correct or supplement any provision contained in the Indenture or in any supplemental indenture which may be defective or inconsistent with any provision contained in the Indenture or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Indenture which shall not adversely affect the interest of the Bondholders or the Bank;

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders or the Bank any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to grant or pledge to the Trustee for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under the Indenture;

(d) to modify, amend or supplement the Indenture or any Indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(e) to appoint a successor Trustee, separate trustees or co-trustees in the manner provided in Article VII of the Indenture;

(f) to provide for the issuance of Additional Bonds;

(g) to obtain a rating on the Bonds from a national rating service; and

(h) to make any other change which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee or the Bondholders.

Exclusive of supplemental indentures for the purposes set forth in the preceding paragraph, the consent of the Bank and the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding and affected by such supplemental indenture is required to approve the execution by the Trustee of any supplemental indenture, except that no supplemental indenture shall permit (a) without the consent of the holders of all Bonds then outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or the interest on, any Bond; (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond; (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds; (iv) the creation of a lien prior to the lien of this Indenture; (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental indenture; or (vi) a modification or change which impairs the ability of a Bondholder to tender Series 1995 Bonds for purchase pursuant to the Indenture, or (b) without the consent of the Trustee a modification or change in the duties of the Trustee. No supplemental indenture which affects the rights or obligations of the Obligor shall become effective without the consent of the Obligor.

Trustee.

American National Bank and Trust Company of Chicago is the Trustee under the Indenture. A successor trustee may be appointed in accordance with the terms of the Indenture. The principal corporate trust office of the Trustee is located at 33 North LaSalle Street, 13th Floor, Attention: Corporate Trust Division.

The Trustee will be protected in acting in reliance on opinions of counsel and other instruments reasonably believed to be genuine and correct. Before taking any action requested by the Bondholders or the Obligor, the Trustee may require satisfactory security or an indemnity bond from such Bondholders or the Obligor for the reimbursement of expenses and for protection against all liability, except liability which is adjudicated to have resulted from breach of the standard of care for the Trustee set forth in the Indenture.

Remarketing Agent.

NBD Bank, N.A. is the Remarketing Agent under the Indenture. A successor Remarketing Agent may be appointed in accordance with the terms of the Indenture. The designated office of the Remarketing Agent is located at 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Bank Investment Division.

Tax Matters.

In the opinion of Rudnick & Wolfe and Haggerty, Koenig & Hill, Chicago, Illinois, as Co-Bond Counsel, based upon their examination of the documents described in their respective opinions, under existing law as presently interpreted, the interest on the Bonds (a) is excluded from gross income for federal income taxes purposes, except for interest on any Bond during any period while it is held by a "substantial user" of the Project or a "related person" as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and except that the Obligor or another person, by taking action after the date of issuance of the Bonds that causes the Ten Million Dollar ($10,000,000) limitation set forth in Section 144(a)(4) of the Code or the Forty Million Dollar ($40,000,000) limit set forth in Section 144(a)(10) of the Code to be exceeded, may cause interest on the Bonds to become included in gross income retroactively to the date of issuance of the Bonds, for federal income tax purposes, and (b) is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. In addition to the foregoing exceptions, the opinions set forth in the first sentence of this paragraph are subject to the condition that the Issuer and the Obligor comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Obligor has, on behalf of itself and the Issuer, covenanted to comply with all such requirements. Co-Bond Counsel will express no opinion regarding (i) the

effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes of the conversion of the interest rate on the Bonds from the Variable Rate to the Fixed Rate or (ii) other federal tax consequences arising with respect to the Bonds.

Prospective purchasers of the Bonds should be aware that (i) in the case of a corporation, interest on the Bonds is subject to an environmental tax imposed by Section 59A of the Code, (ii) interest on the Bonds is included in the effectively connected earnings and profits of certain foreign corporations for purposes of calculating the branch profits tax imposed by Section 884 of the Code, (iii) interest on the Bonds may be subject to a tax on excess net passive income of certain S corporations imposed by Section 1375 of the Code, (iv) interest on the Bonds is included in the calculation of modified adjusted gross income for purposes of determining the taxability of social security or railroad retirement benefits, (v) the receipt of interest on the Bonds by life insurance companies may affect the federal tax liability of such companies, (vi) in the case of property and casualty insurance companies, the amount of certain loss deductions otherwise allowed is reduced by a specific percentage of, among other things, interest on the Bonds, and (vii) holders of the Bonds may not deduct interest on indebtedness incurred or continued to purchase or carry the Bonds and financial institutions may not deduct that portion of their interest expense allocated to interest on the Bonds.

In addition, in the opinion of Co-Bond Counsel, under existing law, the interest on the Bonds is not exempt from present State of Illinois income taxes.

Investors Should Consult With Their Tax Advisors As To The Tax Consequences Of Their Acquisition, Holding Or Disposition Of The Bonds.

Approval Of Legal Proceedings.

Legal matters incident to the authorization, issuance and sale by the Issuer of the Bonds will be passed upon by Rudnick & Wolfe and Haggerty, Koenig & Hill, Chicago, Illinois, Co-Bond Counsel. Copies of the approving opinion of Co-Bond Counsel will be available at the time of the delivery of the Bonds. Certain legal matters will be passed upon for the Obligor by Banta, Cox & Hennessy, Chicago, Illinois, for NBD Bank, in its capacity as provider of the Initial Letter of Credit, by Foley & Lardner, Chicago, Illinois, and for NBD Bank, N.A., in its capacity as Placement Agent and Remarketing Agent, by Schiff Hardin & Waite and Rodriguez & Villalobos, Chicago, Illinois, Co-Placement and Remarketing Agent's Counsel.

Miscellaneous.

The Bonds are intended to be exempt securities under the Securities Act of 1933 (the "Act") and the offer, sale and delivery of the Bonds does not require registration under the Act or qualification of the Indenture under the Trust Indenture Act of 1939. NBD Bank, N.A., as Placement Agent (the "Placement Agent"), has agreed to place the Bonds on behalf of the Obligor. The Obligor has agreed to pay the Placement Agent a placement fee in an amount equal to 1.0% of the aggregate principal amount of the Bonds. The Obligor has agreed that, during the course of the transaction and prior to the sale of the Bonds, you may ask questions of and receive answers from its representatives concerning the terms and conditions of the offering and that you may obtain from it any additional information necessary to verify the accuracy of the information furnished, in each case to the extent it possesses such information or can acquire it without unreasonable effort or expense. Any request for information may be directed to the Placement Agent.

The foregoing and subsequent summaries or descriptions of provisions of the Bonds, the Indenture, the Loan Agreement, the Remarketing Agreement, the Reimbursement Agreement and the Letter of Credit, and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof, and reference is made to these documents for full and complete statements of their provisions. The appendix attached hereto is a part of this Private Placement Memorandum. Copies, in reasonable quantity, of the Letter of Credit, the Indenture, the Loan Agreement the Reimbursement Agreement and the Remarketing Agreement may be obtained during the offering period upon request directed to the Placement Agent.

Appendix "A" referred to in this Private Placement Memorandum reads as follows:

Appendix "A".
(To Private Placement Memorandum)

NBD Bank.

NBD Bank, Detroit, Michigan (the "Bank") is a Michigan banking corporation organized under the laws of the State of Michigan. The Bank is

engaged in a general commercial banking and trust business and offers a broad range of services to its business and individual customers.

All of the Bank's capital stock is owned by NBD Bancorp, Inc., a corporation organized under the laws of Delaware. On July 12, 1995, First Chicago Corporation and NBD Bancorp, Inc. announced that they have signed a definitive agreement providing for the merger of the two entities. The merger is estimated to occur in the first quarter of 1996. The new name of the mergered entities will be First Chicago NBD Corporation. The Bank will become one of the principal subsidiaries of the First Chicago NBD Corporation. The Letter of Credit is an obligation of the Bank and not of NBD Bancorp, Inc. nor will it be an obligation of First Chicago NBD Corporation.

Certain financial information and abbreviated footnotes regarding the Bank, all of which are unaudited, are set forth in this Appendix A to this Private Placement Memorandum. Such financial statements were utilized in preparing the consolidated financial statements of NBD Bancorp, Inc. for the respective years. The Bank will provide without charge to each person to whom this Private Placement Memorandum is delivered, upon the written request of any such person, a copy of the most recent NBD Bancorp, Inc. Annual Report on Form 10-K and a copy of the most recent Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission for NBD Bancorp, Inc.. Written requests should be delivered to NBD Bank, 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Comptroller.

Prior to January 1, 1995, the Bank's name was NBD Bank, N.A. and it was a national banking association subject to supervision and regulation by the Office of the Comptroller of the Currency. Effective January 1, 1995, the Bank changed its name to NBD Bank and became a start-chartered bank subject to regular examination and supervision by the Financial Institutions Bureau of the State of Michigan. The Bank continues to be a member of the Federal Reserve System and subject to regular examination and supervision by the Federal Reserve Board.

In connection with the purchase of the Bonds, the Bank is acting as issuer of the Letter of Credit. The Bank makes no representation or warranty regarding the Bonds, or the terms thereof or the obligations of the parties thereto, or federal income or other tax matters.

NBD Bank, N.A.
Consolidated Balance Sheet

(Unaudited)

Assets

	December 31 1994	1993
	(In Thousands)	
Cash and Due From Banks	$1,558,526	$1,357,239
Interest-Bearing Deposits	629,768	741,330
Federal Funds Sold and Resale Agreements	1,710,005	944,631
Trading Account Securities	116,003	101,271
Investment Securities (Note 3):		
Available-for-Sale (At Fair Value)	3,145,085	2,240,394
Held-to-Maturity (Fair Value of $5,589,794 and $4,888,084, respectively)	5,761,716	4,571,971
	8,906,801	6,812,365
Loans and Leases (Net of Unearned Income of $75,418 and $44,043, respectively):		
Commercial	10,746,240	9,262,687
Real Estate Construction	504,043	495,385
Residential Mortgage	1,349,366	1,011,873
Consumer	3,313,922	2,760,747
Lease Financing	172,245	108,624

Assets

	December 31 1994	1993
	(In Thousands)	
Foreign	$ 1,471,769	$ 1,105,783
	17,557,585	14,745,099
Allowance For Possible Credit Losses (Note 4)	(220,593)	(209,410)
	17,336,992	14,535,689
Net Premises and Equipment (Note 5)	312,368	301,122
Customers' Liability on Acceptances	187,282	170,856
Other Assets	766,865	436,811
TOTAL ASSETS	$31,524,610	$25,401,314

The accompanying notes are an integral part of the financial statements.

Liabilities And Shareholder's Equity

	December 31 1994	1993
	(In Thousands)	
Deposits:		
Demand (Non-Interest Bearing)	$ 4,100,698	$ 4,161,112
Savings	3,621,797	3,765,707
Money Market Accounts	2,961,800	3,374,280
Time	4,226,888	3,602,089

Liabilities And Shareholder's Equity

	December 31 1994	1993
	(In Thousands)	
Foreign Office	$ 5,823,286	$ 2,099,981
	20,734,469	17,003,169
Short-Term Borrowings (Note 6)	6,143,775	5,152,618
Liability on Acceptances	187,282	170,856
Accrued Expenses and Sundry Liabilities	533,292	507,782
Long-Term Debt (Note 7)	2,066,064	817,913
Total Liabilities	$29,664,882	$23,652,338
Shareholder's Equity:		
Common Stock -- Par Value $12.50	111,858	111,858

Number Of Shares	1994	1993
Authorized	10,000,000	10,000,000
Issued and Outstanding	8,948,648	8,948,648

Capital Surplus	619,228	617,048
Retained Earnings	1,240,968	1,025,535
Fair Value Adjustment on Investment Securities Available-for-Sale (Note 3)	(119,268)	(9,849)

Liabilities And Shareholder's Equity

	December 31 1994	1993
	(In Thousands)	
Accumulated Translation Adjustment ..	$ 6,942	$ 4,384
Total Shareholder's Equity	1,859,728	1,748,976
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$31,524,610	$25,401,314

The accompanying notes are an integral part of the financial statements.

NBD Bank, N.A.
Consolidated Statement Of Income.

(Unaudited)

	For Years Ended December 31 1994	1993	1992
	(In Thousands)		
Interest Income:			
Loans and Leases (including fees)	$1,196,114	$1,026,127	$1,065,153
Investment Securities:			
Taxable	489,623	353,274	374,570
Non-Taxable	62,519	68,199	77,748
Trading Account Securities	6,539	5,010	8,630
Federal Funds Sold and Resale Agreements ..	47,318	20,396	12,087
Other Money Market Investments	---	1,715	3,099

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Interest-Bearing Deposits	$ 33,603	$ 36,389	$ 47,207
Total Interest Income	$ 1,835,716	$1,511,110	$1,588,494
Interest Expense:			
Deposits	530,462	462,507	614,601
Short-Term Borrowings	266,468	145,934	140,436
Long-Term Debt	97,230	42,899	15,632
Total Interest Expense	894,160	651,340	770,669
Net Interest Income:	941,556	859,770	817,825
Provision For Possible Credit Losses (Note 4)	17,980	62,116	97,110
Net Interest Income After Provision For Possible Credit Losses	923,576	797,654	720,715
Non-Interest Income:			
Trust Fees	100,497	94,388	88,741
Service Charges on Deposit Accounts	92,286	93,680	89,318
Securities Gains (Losses) (Note 3)	(55)	556	734
Other	140,038	138,871	113,623
Total Non-Interest Income	332,766	327,495	292,416

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Non-Interest Expenses:			
Compensation:			
Salaries	$316,537	$303,157	$289,053
Benefits	120,553	101,820	97,261
Total Compensation	437,090	404,977	386,314
Net Occupancy (Note 5)	62,158	60,461	59,084
Equipment Rentals, Depreciation and Maintenance (Note 5)	55,913	47,590	44,438
FDIC and Other Regulatory Assessments	36,142	36,340	36,475
Other	112,647	133,783	132,549
Total Non-Interest Expenses	703,950	683,151	658,860
Income Before Income Taxes	552,392	441,998	354,271
Income Tax Expense (Including tax (benefit) expense of ($19), $195 and $249, respectively, on securities sales)	168,835	127,066	91,635
Income Before Cumulative Effect of Accounting Change	383,557	314,932	262,636
Cumulative Effect of Accounting Change (Net of Income Tax Effect) (Note 1)	(5,259)	4,521	(25,709)
NET INCOME	$378,298	$319,453	$236,927

The accompanying notes are an integral part of the financial statements.

NBD Bank, N.A.
Consolidated Statement Of Shareholder's Equity.

(Unaudited)

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Common Stock:			
Balance, Beginning and End of Period	$111,858	$111,858	$111,858
Capital Surplus:			
Balance, Beginning of Period	617,048	613,464	611,244
Capital Contribution from Parent	—	3,352	—
Other	2,180	232	2,220
Balance, End of Period	619,228	617,048	613,464
Retained Earnings:			
Balance, Beginning of Period	1,025,535	853,288	741,648
Net Income	378,298	319,453	236,927
Dividends Declared	(162,865)	(147,206)	(125,287)
Balance, End of Period	1,240,968	1,025,535	853,288
Fair Value Adjustment On Investment Securities Available-For-Sale:			
Balance, Beginning of Period	(9,849)	—	—
Change in Fair Value (Net of tax benefit of $58,917 and $5,304, respectively)	(109,419)	(9,849)	—
Balance, End of Period	119,268	(9,849)	—

	For Years Ended December 31 1994	1993	1992
	(In Thousands)		
Accumulated Translation Adjustment:			
Balance, Beginning of Period	$ 4,384	$ 5,610	$ 9,576
Translation Gain (Loss) (Net of tax benefit of $302, $660 and $2,043, respectively)	2,558	(1,226)	(3,966)
Balance, End of Period	6,942	4,384	5,610
TOTAL SHAREHOLDER'S EQUITY, END OF PERIOD	$1,859,728	$1,748,976	$1,584,220

The accompanying notes are an integral part of the financial statements.

NBD Bank, N.A.
Consolidated Statement Of Cash Flows.

(Unaudited)

	For Years Ended December 31 1994	1993	1992
	(In Thousands)		
Cash Flows from Operating Activities:			
Net Income	$378,298	$319,453	$236,927
Adjustments to Reconcile Net Income to Net Cash Provided by Operations:			
Depreciation and Amortization	46,812	40,028	37,084
Provision for Possible Credit Losses	17,980	62,116	97,110
Securities Losses (Gains)	55	(556)	(734)
Increase in Interest Receivable	(63,897)	(41,293)	(19,301)

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Increase (Decrease) in Current Income Taxes Payable	$ 24,556	$ 171	($ 61,983)
Increase (Decrease) in Accrued Expenses	26,747	(15,872)	70,663
(Increase) Decrease in Trading Account Investments	(13,328)	51,555	23,032
Other, Net	(44,239)	(15,652)	1,831
Net Cash Provided by Operating Activities	372,984	399,950	384,629
Cash Flows from Investing Activities:			
Decrease (Increase) in Interest Bearing Deposits	104,461	(24,259)	(91,206)
(Increase) Decrease in Federal Funds Sold and Resale Agreements	(765,374)	(584,338)	29,739
Decrease in Money Market Investments	—	(6,220)	(1,688)
Purchase of Investment Securities Available-for-Sale	(3,731,445)	—	—
Proceeds from Maturity or Call of Investment Securities Available-for-Sale	1,289,466	—	—
Proceeds from Sale of Investment Securities Held-to-Maturity	1,310,786	—	—
Purchase of Investment Securities Held-to-Maturity	(2,551,389)	(2,554,483)	(2,961,851)
Proceeds from Maturity or Call of Investment Securities Held-to-Maturity	1,346,175	2,497,140	1,867,688
Proceeds from Sale of Investment Securities Held-to-Maturity	—	41,127	444,302
Increase in Loans and Leases	(2,655,750)	(880,976)	(577,630)

	For Years Ended December 31		
	1994	1993	1992
		(In Thousands)	
Proceeds from Sale of Loan Portfolios	—	$ 91,368	$ 202
Purchase of Premises and Equipment and Other Assets	($ 268,095)	(90,985)	(45,206)
Proceeds from Sale of Premises and Equipment and Other Assets	25,537	17,721	18,550
Net (Increase) Decrease in Intercompany Notes and Time Deposits Placed	(32,759)	187,996	(156,120)
Net Cash (Paid) Acquired in Purchase or Sale of Subsidiaries	(5,720)	—	10,244
Net Cash Used by Investing Activities	(5,934,107)	(1,305,909)	(1,462,976)
Cash Flows from Financing Activities:			
Increase (Decrease) in Deposits	3,697,647	(101,127)	515,187
Increase in Short-Term Borrowings	987,793	647,625	452,393
Net (Decrease) Increase in Intercompany Notes and Time Deposits Taken	(14,864)	13,289	250,218
Proceeds from the Issuance of Debt	1,500,000	450,000	150,000
Principal Payments on Long-Term Debt	(250,166)	(100,221)	(21,141)
Dividends Paid	(158,391)	(125,281)	(120,807)
Net Cash Provided by Financing Activities	5,762,019	784,285	1,225,850
Effect of Exchange Rate Changes on Cash and Due From Banks	391	(15)	(2,138)
Net Increase (Decrease) in Cash and Due From Banks	201,287	(121,689)	145,365

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Cash and Due From Banks -- Beginning of Period	$1,357,239	$1,478,928	$1,333,563
CASH AND DUE FROM BANKS -- END OF PERIOD	$1,558,526	$1,357,239	$1,478,928
Other Cash Flow Disclosures:			
Interest Paid	$ 911,767	$ 669,579	$ 803,749
State and Federal Taxes Paid	141,448	122,374	140,400

NBD Bank, N.A.
Notes To Financial Statements.

(Unaudited)

Note 1 -- Summary of Significant Accounting Policies.

The accounting and reporting policies of NBD Bank, N.A. and its subsidiaries (the "Bank") conform to generally accepted accounting principles.

(A) Consolidation:

The consolidated financial statements of the Bank include the accounts of NBD Bank, N.A. and its majority-owned subsidiary companies. The Bank is a wholly-owned subsidiary of NBD Bancorp, Inc. (the "Parent"). All material intercompany accounts and transactions have been eliminated.

(B) Statement Of Cash Flows:

Cash and Due From Banks is considered Cash and Cash Equivalents in the Consolidated Statement of Cash Flows.

(C) Securities:

The Bank adopted Statement of Financial Accounting Standards (S.F.A.S.) No. 115, "Accounting for Certain Investments in Debt and Equity Securities", effective December 31, 1993.

In accordance with S.F.A.S. No. 115, Investment Securities are accounted for as follows: (a) Debt securities that the Bank has the positive intent and ability to hold to maturity are classified as Held-to-Maturity and reported at amortized cost; (b) Debt and equity securities that are bought and held principally for the purpose of selling in the near term are classified as Trading Account Securities and reported at fair value, with realized and unrealized gains and losses included in Other Non-Interest Income; and (c) Debt and equity securities not classified as Held-to-Maturity or Trading Account Securities are classified as Available-for-Sale and reported at fair value. Fair value adjustments are excluded from earnings and reported in a separate component of shareholder's equity, net of tax.

Prior to December 31, 1993, the Bank classified securities purchased with the intent and the ability to hold to maturity as Investment Securities and reported them at amortized cost. If it was subsequently determined that certain investment securities were to be sold, their reported value was adjusted as necessary to the lower of cost or fair value with the adjustments included in Securities Gains (Losses). Securities purchased that the Bank intended to sell prior to maturity were classified as Other Money Market Investments and recorded at the lower of amortized cost or fair value. Fair value adjustments were included in Securities Gains (Losses). The Bank's accounting for Trading Account Securities was not changed by the adoption of S.F.A.S. No. 115; these securities are carried at fair value with unrealized gains and losses included in Other Non-Interest Income.

Gains and losses realized on the sale of Investment Securities are determined by the specific identification method and included in Securities Gains (Losses).

(D) Loans:

Loans are generally reported at the principal amount outstanding, net of unearned income. Non-refundable loan origination and commitment fees, and certain costs of origination are deferred and included in interest income over the term of the related loan or commitment.

Interest income on loans is accrued as earned. Except for consumer loans, loans are placed on non-accrual status and previously accrued but unpaid interest is reversed against current period interest income when collectibility of principal or interest is considered doubtful, payment of principal or interest is ninety (90) days or more past due, or the loan is completely or partially charged off. Interest income on loans considered doubtful or ninety (90) days or more past due is recorded as collected. Collections of principal and interest on charged off loans are applied in the following sequence: (1) as a reduction of remaining principal balance; (2) as recovery of principal charged off; and (3) as interest income.

Consumer loans are not placed on a non-accrual status because they are charged off when one hundred twenty (120) days to one hundred fifty (150) days past due. Accrued but unpaid interest is reversed against current period interest income when the loan is charged off.

(E) Allowance For Possible Credit Losses:

The Allowance is maintained at a level considered by management to be adequate to provide for probable loan and lease losses inherent in the portfolio. Management's evaluation is based on a continuing review of the loan and lease portfolio and includes consideration of the actual loan and lease loss experience, the present and prospective financial condition of borrowers, the balance of the loan and lease portfolio, industry and country concentrations within the portfolio and general economic conditions.

(F) Bank Premises And Equipment:

Bank premises and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is charged to operations over the estimated useful lives of the assets and is computed on either a straight-line or an accelerated depreciation method. The estimated useful lives are generally ten (10) to thirty-five (35) years for buildings and building improvements, and three (3) to ten (10) years for furniture and equipment.

Leasehold improvements are amortized over the terms of the respective leases or the estimated useful lives of the improvements, whichever is shorter.

Maintenance, repairs and minor alterations are expenses as incurred.

(G) Income Taxes:

The Bank adopted S.F.A.S. No. 109, "Accounting For Income Taxes", effective January 1, 1993. S.F.A.S. No. 109 requires an asset and liability approach to accounting and reporting for income taxes. Under this approach, current and deferred income taxes payable and refundable are remeasured annually using provisions of then enacted tax laws and rates. S.F.A.S. No. 109 also changed the criteria for recognition and measurement of deferred income tax benefits.

Prior to January 1, 1993, the Bank accounted and reported for income taxes in accordance with Accounting Principles Board Opinion (A.P.B.) No. 11, "Accounting For Income Taxes". Under A.P.B. No. 11, income tax expense was based on income as reported in the financial statements. Deferred income tax liabilities and benefits were measured using tax rates in effect when the deferred item was first created, and were not adjusted for subsequent changes in the statutory tax rate.

(H) Pension And Other Employee Benefits:

The Bank adopted S.F.A.S. No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pension", effective January 1, 1992. This statement requires that the expected cost of providing postretirement benefits be recognized in the financial statements during an employee's active service period.

The Bank adopted S.F.A.S. No. 112, "Employers' Accounting for Postemployment Benefits", effective January 1, 1994. This statement requires the accrual of benefits provided to former or inactive employees after employment but before retirement. The Bank's prior practice was to expense these benefits when paid.

(I) Interest Rate Contracts:

The Bank enters into interest rate contracts as part of its asset/liability management activities (risk management contracts), as a source of fee income (customer contracts) and, on a limited scale, to generate profits (trading contracts).

Income or expense on a risk management contract is accrued over its life and is included in Net Interest Income. Any gain or loss from early termination of a risk management contract is deferred and amortized to the earlier of the maturity date of the specified asset or liability, or the original expiration date of the contract. If the specified asset or liability is disposed of, any unrealized or deferred gain or loss on the related risk management contract is included in determining the gain or loss on the disposition.

Any fee, including the initial bid/offer spread, on a customer contract is recognized as Other Non-Interest Income over the life of the contract.

Customer contracts and trading contracts are recorded at fair value, with changes in their value recorded as Other Non-Interest Income.

(J) Foreign Currency Exchange And Translation:

The Bank distinguishes between (1) adjustments arising principally from translation of foreign entity financial statements into United States dollar equivalents, which are recorded in a separate component of shareholders' equity and (2) translation gains or losses arising from transactions conducted in foreign currencies, which are recorded in Other Non-Interest Income.

Foreign exchange positions on forward contracts are valued monthly at market rates and the unrealized gain or loss is included in Other Non-Interest Income.

(K) Letters Of Credit And Guarantees:

In the normal course of business, the Bank issues and participates in letters of credit and financial guarantees. Fees are accrued over the life of the agreements and included in Other Non-Interest Income.

(L) Reclassification:

Prior years' financial statements have been reclassified to conform with the current financial statement presentations.

Note 2 -- Cash And Due From Banks.

The Bank is required to maintain non-interest bearing reserve balances with the Federal Reserve Bank based on a percentage of the Bank's deposits. During 1994 and 1993, the average reserve balances were approximately One Hundred Forty-four Million Dollars ($144,000,000) and One Hundred Forty-eight Million Dollars ($148,000,000), respectively.

Note 3 -- Investment Securities.

Following are the amortized cost and fair value of Investment Securities Available-for-Sale and Held-to-Maturity at December 31, 1994:

	Investment Securities Available-for-Sale			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(In Thousands)			
U. S. Treasury	$ 95,888	$ 27	$ 38	$ 95,877
U.S. Government Agencies:				
Mortgage-backed Securities	1,863,059	—	118,160	1,744,899
Collateralized Mortgage Obligations	1,029,347	4,082	27,558	1,005,871
States and Political Subdivisions	69,054	—	363	68,691
Collateralized Mortgage Obligations(a)	79,118	67	745	78,440
Other	192,109	—	40,802	151,307
TOTAL ...	$3,328,575	$4,176	$187,666	$3,145,085

Investment Securities Held-to-Maturity

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(In Thousands)			
U. S. Treasury	$ 310,807	$ —	$ 9,002	$ 301,805
U.S. Government Agencies:				
Mortgage-backed Securities	4,607,965	41,226	226,259	4,422,932
States and Political Subdivisions	842,944	33,955	11,842	865,057
TOTAL	$5,761,716	$75,181	$247,103	$5,589,794

(a) All of the Collateralized Mortgage Obligations of private issuers have underlying collateral consisting of obligations of U.S. Government Agencies.

Following are the amortized cost and fair value of Investment Securities Available-for-Sale and Held-to-Maturity as of December 31, 1993:

Investment Securities Available-for-Sale

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(In Thousands)			
U. S. Treasury	$ 536,685	$4,868	$ —	$ 541,553
U.S. Government Agencies:				

Investment Securities Available-for-Sale

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		(In Thousands)		
Mortgage-backed Securities	$ 376,676	$ 59	$ 1,328	$ 375,407
Collateralized Mortgage Obligations	1,012,446	1,393	5,420	1,008,419
Collateralized Mortgage Obligations (a) ..	167,388	472	522	167,338
Other	162,352	—	14,675	147,677
TOTAL ...	$2,255,547	$6,792	$21,945	$2,240,394

Investment Securities Held-to-Maturity

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		(In Thousands)		
U. S. Treasury ...	$ 315,649	$ 12,238	$ —	$ 327,887
U.S. Government Agencies:				
Mortgage-backed Securities	3,333,640	209,834	1,207	3,542,267
States and Political Subdivisions	922,682	95,448	200	1,017,930

Investment Securities Held-to-Maturity

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		(In Thousands)		
TOTAL	$4,571,971	$317,520	$1,407	$4,888,084

(a) All of the Collateralized Mortgage Obligations of private issuers have underlying collateral consisting of obligations of U.S. Government Agencies.

The maturity distribution of investment securities at December 31, 1994, is shown below. The distribution of mortgage-backed securities and collateralized mortgage obligations is based on average expected maturities. Actual maturities may differ because issuers may have the right to call or prepay obligations.

	Available-for-Sale		Held-to-Maturity	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
	(In Thousands)		(In Thousands)	
Due in one year or less	$ 400,502	$ 396,203	$ 86,499	$ 87,848
Due after one year through five years	604,517	587,403	1,853,282	1,813,842
Due after five years through ten years	486,458	467,237	3,613,731	3,486,918
Due after ten years	1,797,875	1,655,019	208,204	201,186
Equity securities	39,223	39,223	—	—
	$3,328,575	$3,145,085	$5,761,716	$5,589,794

Proceeds from the sale of Investment Securities Available-for-Sale during 1994 were One Billion Three Hundred Ten Million Seven Hundred

Eighty-six Thousand Dollars ($1,310,786,000) resulting in gross realized gains of Seven Million Two Hundred Fifty-three Thousand Dollars ($7,253,000) and gross realized losses of Seven Million Three Hundred Eight Thousand Dollars ($7,308,000). Proceeds from the sale of Investment Securities during 1993 were Forty-one Million One Hundred Twenty-seven Thousand Dollars ($41,127,000) resulting in gross realized gains of One Hundred Seventy-eight Thousand Dollars ($178,000) and gross realized losses of Thirty-two Thousand Dollars ($32,000). Securities Gains in 1993 also included Four Hundred Ten Thousand Dollars ($410,000) of gains realized on the sale of Other Money Market Investments. Proceeds from the sale of Investment Securities during 1992 were Four Hundred Forty-four Million Three Hundred Two Thousand Dollars ($444,302,000) resulting in gross realized gains of Six Million One Thousand Dollars ($6,001,000) and gross realized losses of Five Million Two Hundred Sixty-seven Thousand Dollars ($5,267,000).

Assets, principally Investment Securities, carried at approximately Four Billion Four Hundred Fifty Million One Hundred Twenty-six Thousand Dollars ($4,450,126,000) were pledged at December 31, 1994, to secure public deposits (including deposits of Eight Million Eight Hundred Forty-five Thousand Dollars ($8,845,000) of the Treasurer, State of Michigan), repurchase agreements and for other purposes required by law.

Excluded from the Consolidated Statement of Cash Flows in 1993 is the reclassification to Investment Securities Available-for-Sale of Eighty-eight point Nine Million Dollars ($88.9 Million) of United Mexican States obligations previously classified as Loans, and Fourteen point Three Million Dollars ($14.3 Million) of obligations previously classified as Other Money Market Investments. These reclassifications were made concurrent with the implementation of S.F.A.S. No. 115 as of December 31, 1993.

Note 4 -- Allowance for Possible Credit Losses.

The changes in the Allowance for Possible Credit Losses are summarized below:

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Balance, beginning of year	$209,410	$206,704	$197,312
Provision	17,980	62,116	97,110
Charge-offs	(46,472)	(98,143)	(113,035)

	For Years Ended December 31		
	1994	1993	1992
	(In Thousands)		
Recoveries	$ 39,202	$ 39,403	$ 27,082
Net Charge-offs	(7,540)	(58,740)	(85,953)
Translation Adjustments	455	117	(808)
Other	288	(787)	957
BALANCE, END OF YEAR	$220,593	$209,410	$206,704

In 1993, the Financial Accounting Standards Board (F.A.S.B.) issued S.F.A.S. No. 114, "Accounting by Creditors for Impairment of a Loan", requiring that an impaired loan be measured based on the present value of the expected future cash flows discounted at the loan's effective interest rate, the observable market price of the loan or the fair value of the collateral if the loan is collateral dependent. In 1994, the F.A.S.B. issued S.F.A.S. No. 118, "Accounting by Creditors for Impairment of a Loan -- Income Recognition and Disclosures", which amends S.F.A.S. No. 114 to allow a creditor to use existing methods for recognizing interest income on an impaired loan. The standards are effective for fiscal years beginning after December 15, 1994. The Bank does not expect adoption of the standards to have a material impact on the financial statements.

Note 5 -- Premises and Equipment.

The components of premises and equipment are as follows:

	December 31	
	1994	1993
	(In Thousands)	
Land	$ 51,118	$ 50,643
Premises	237,987	229,298
Leasehold Improvements	55,216	53,781
Furniture and Equipment	300,991	272,066
Total:	645,312	605,788

	December 31 1994	1993 (In Thousands)
Less Accumulated Depreciation and Amortization	($332,944)	($304,666)
NET PREMISES AND EQUIPMENT	$312,368	$301,122

Depreciation and amortization expense was Forty Million Three Hundred Thousand Dollars ($40,300,000) in 1994, Thirty-three Million One Hundred Eight Thousand Dollars ($33,108,000) in 1993 and Thirty Million One Hundred Sixty-nine Thousand Dollars ($30,169,000) in 1992.

Rental expense for leased properties and equipment totaled Twenty-nine Million One Hundred One Thousand Dollars ($29,101,000) in 1994, Twenty-six Million Three Hundred Eighty-five Thousand Dollars ($26,385,000) in 1993 and Twenty-five Million Sixty-one Thousand Dollars ($25,061,000) in 1992. Aggregate future minimum rental payments on operating leases having non-cancelable lease terms in excess of one year amounted to Ninety-three Million Four Hundred Thirty-five Thousand Dollars ($93,435,000) as of December 31, 1994; minimum annual rental payments for such leases are Thirteen Million Seven Hundred Eighteen Dollars ($13,718,000) in 1995 and do not exceed Thirteen Million One Hundred Twelve Thousand Dollars ($13,112,000) for any year thereafter.

Note 6 -- Short-Term Borrowings

Short-Term Borrowings consist of the following:

	December 31 1994	1993 (In Thousands)
Federal Funds Purchased	$1,063,780	$1,515,750
Treasury Tax and Loan Notes	488,179	1,094,693
Securities Sold Under Agreements to Repurchase	2,205,421	1,353,698

	December 31 1994	1993
	(In Thousands)	
Bank Notes (with original maturity of less than one year)	$2,355,000	$1,103,400
Other	31,395	85,077
	$6,143,775	$5,152,618

Note 7 -- Long-Term Debt

The following is a summary of long-term debt:

	December 31 1994	1993
	(In Thousands)	
Bank Notes, various rates and maturities	$1,350,000	$350,000
7¼% Fixed Subordinated Note Due 2004	250,000	250,000
8¼% Fixed Rate Subordinated Notes Due 2024	250,000	—
6¼% Fixed Rate Subordinated Notes Due 2003	200,000	200,000
Capital Lease Obligations, various rates and maturities	16,064	17,884
Other	—	29
	$2,066,064	$817,913

The Bank Notes are unsecured and unsubordinated debt obligations, issued in denominations of Two Hundred Fifty Thousand Dollars ($250,000) or any amount in excess thereof that is a multiple of One Thousand Dollars ($1,000). Each Note bears interest at a fixed rate that is established by the Bank at the time of issuance. The interest payment dates on the Bank Notes are January 15 and July 15 of each year. At

December 31, 1994, the weighted average rate was five point eighty-four percent (5.84%) and the remaining weighted average maturity was twenty-three (23) months.

The Bank has, with its parent, a seven and one-quarter percent (7¼%) Fixed Rate Subordinated Note due 2004 which will mature on August 15, 2004. The Note is unsecured, subordinated to the Bank's obligations to its depositors and all present and future indebtedness of the Bank. Interest is payable semiannually on February 15 and August 15.

The eight and one-quarter percent (8¼%) Fixed Rate Subordinated Notes Due 2024 will mature on November 1, 2024. The Notes are unsecured, subordinated to the claims of depositors and other creditors of the Bank and are not redeemable by the Bank prior to maturity. Registered holders have a one-time right to redeem the Notes at par, in whole or in part, on November 1, 2004. Interest is payable semiannually on May 1 and November 1. Concurrent with the issuance of these Notes, the Bank entered into a Fifty Million Dollar ($50,000,000) notional amount interest rate swap contract that converts the effective cost for Fifty Million Dollars ($50,000,000) of the Notes to seven point sixty-two percent (7.62%) through November 2, 1997, and to the six-month LIBOR from November 3, 1997, through November 1, 2004.

The six and one-quarter (6¼%) Fixed Rate Subordinated Notes Due 2003 will mature on August 15, 2003. The Notes are unsecured, subordinated to the claims of depositors and other creditors of the Bank and are not redeemable prior to maturity. Interest is payable semiannually on February 15 and August 15.

Aggregate long-term debt of One Hundred Sixteen Million Eight Hundred Sixty-four Thousand Dollars ($116,864,000), Five Hundred Twenty-seven Million Fifty-eight Thousand Dollars ($527,058,000), Five Hundred Sixty-two Million Two Hundred Ninety-two Thousand Dollars ($562,292,000), One Hundred Two Million Five Hundred Forty-four Thousand Dollars ($102,544,000) and Fifty-two Million Six Hundred Thirty-two Thousand Dollars ($52,632,000) will mature in 1995, 1996, 1997, 1998 and 1999, respectively.

Note 8 -- Income Taxes

The Bank adopted S.F.A.S. No. 109, "Accounting For Income Taxes", effective January 1, 1993. In prior years, the Bank accounted and reported for income taxes in accordance with APB No. 11, "Accounting for Income Taxes". S.F.A.S. No. 109 requires an asset and liability approach to accounting and reporting for income taxes. Under this approach, current and deferred income taxes payable and refundable are remeasured annually using provisions of the then enacted tax laws and rates. The cumulative effect of adopting S.F.A.S. No. 109 increased 1993 Net Income

by Four Million Five Hundred Twenty-one Thousand Dollars ($4,521,000). Under the new standard, the change in the statutory tax rate during 1993 from thirty-four percent (34%) to thirty-five percent (35%) required a revaluation of deferred tax assets and liabilities, which reduced tax expense in 1993 by Two Million Three Hundred Ninety-six Thousand Dollars ($2,396,000) as compared to what tax expense would have been under A.P.B. No. 11.

Significant items giving rise to deferred tax assets and liabilities are the provision for loan losses, pension and retirement benefits, provisions for depreciation and amortization and lease financing income. The effective federal income tax rate differs from the statutory rate applied to corporations because of permanent differences between book and taxable income, principally due to tax exempt income from certain investment securities and loans.

The Bank's Parent files a consolidated federal income tax return for all of its subsidiaries. As a result, it is not meaningful to provide various income tax data for the Bank only.

Note 9 -- Interest Rate And Foreign Exchange Contracts

The Bank, in the normal course of business, utilizes various types of contracts for managing the market risk in its balance sheet instruments, for accommodating customer needs and for other purposes, including mitigating the risk in customer accommodation contracts and, on a limited scale, for generating trading profits. These contracts include interest rate swaps, futures, options and foreign exchange contracts.

These contracts may contain elements of both market and credit risk. Market risk is the possibility of changes in interest or currency rates that would cause a financial instrument to decrease in value or to be more costly to settle. Credit risk is the possibility of loss arising from failure by a party to the transaction to perform according to terms of the contract. Credit risk is controlled through credit policies, approval processes, collateral requirements, counterparty exposure limits and monitoring procedures similar to the Bank's practices employed to monitor and control the credit risk of loans and loan commitments.

Interest rate swaps are contracts where the parties agree to exchange fixed rate for floating rate interest payments, or to exchange floating rate interest payments based on two different rate indexes (basis swap), for a specified time period on a specified (notional) amount. The notional amount is used only to calculate the amount of the interest payments to be exchanged, and does not represent the amount at risk.

Futures contracts require the seller of a contract to deliver a specified instrument to the purchaser at a specified price or yield, on a specified

date. Commitments to purchase securities are contracts made for the future delivery of investment securities at a specified price or yield. Typically, no fees are charged for these types of contracts.

Options are contracts that allow the holder to purchase or sell a financial instrument, at a specified price, prior to the expiration date of the contract. Caps and floors are contracts which limit the holder's exposure to interest rate changes by providing for receipt of the interest rate differential when a specified benchmark rate exceeds the cap rate, or falls below the floor rate. The writer of these types of contracts charges a fee at the outset in exchange for assuming the risk of an unfavorable change in the price of the financial instrument or interest rate underlying the contract.

Foreign exchange contracts are agreements to exchange at a specified date different currencies at a specified exchange rate. Foreign exchange options allow the holder to purchase or sell a foreign currency at a specified date and price. The Bank manages its exposure to changes in exchange rates by establishing limits for the amount of individual currencies and exchange contracts held.

The following tables show the contract or notional amount of risk management contracts and of various commitments, and the related unrealized gains and losses, as of the periods indicated.

Risk Management Contracts and Commitments:

December 31, 1994

	Contract or Notional Amount	Unrealized Gains	Unrealized Losses	Net Unrealized Gains (Losses)
		(In Thousands)		
Interest Rate Swaps:				
Modifying the Interest Rate Characteristics of:				

December 31, 1994

	Contract or Notional Amount	Unrealized Gains	Unrealized Losses	Net Unrealized Gains (Losses)
		(In Thousands)		
Commercial Loans:	$ 232,995	$ 1,072	$ (1,890)	$ (818)
Investment Securities:				
Mortgage-backed	225,000	—	(745)	(745)
States and Political Subdivisions	220,100	—	(5,458)	(5,458)
Interest-Bearing Deposit	14,028	73	(74)	(1)
Short-Term Borrowings ..	775,000	17,645	—	17,645
Long-Term Debt	50,000	109	—	109
	$ 1,517,123	18,899	(8,167)	10,732
Futures and Options Contracts Purchased:				
Modifying the Interest Rate Characteristics of:				
Commercial loans	$ 5,103	82	—	82
		$ 18,981	$ (8,167)	$ 10,814

December 31, 1994

	Contract or Notional Amount	Unrealized Gains	Unrealized Losses	Net Unrealized Gains (Losses)
		(In Thousands)		
Commitents:				
To Purchase Securites ...	$ 4,050	$ 3	$ —	$ 3
To Extend Credit (Note 10) ...	14,877,677	—	(7,656)	(7,653)
	$ 14,881,727	$ 3	$ (7,656)	$ (7,656)

December 31, 1993

	Contract or Notional Amount	Unrealized Gains	Unrealized Losses	Net Unrealized Gains (Losses)
		(In Thousands)		
Interest Rate Swaps:				
Modifying the Interest Rate Characteristics of:				
Loans:				
Commercial	$ 248,643	$ 12	$ (12,719)	$ (12,707)
Investment Securities:				
Mortgage-backed	375,000	—	(11,858)	(11,858)

	December 31, 1993			
	Contract or Notional Amount	Unrealized Gains	Unrealized Losses	Net Unrealized Gains (Losses)
		(In Thousands)		
States and Political Subdivisions	$ 410,230	—	$ (31,921)	$ (31,921)
Interest-Bearing Deposits	10,716	365	—	365
	$ 1,044,589	377	(56,498)	(56,121)
Futures and Options Contracts Purchased:				
Modifying the Interest Rate Characteristics of:				
Commercial loans	$ 9,788	—	—	—
		$ 377	$ (56,498)	$ (56,121)
Commitments:				
To Purchase Securities	$ 662,372	$ 147	$ —	$ 147
To Extend Credit (Note 10)	11,212,243	—	(9,546)	(9,546)
	$ 11,874,615	$ 147	$ (9,546)	$ (9,399)

Unrealized gains and losses in the preceding tables are calculated based on differences between current market interest rates, as of the date indicated, and the interest rates specified in the contracts.

Unrealized gains are also a measure of the credit risk applicable to the contracts. Credit risk occurs when one party to a contract fails to perform in accordance with contract terms. Thus, in the case of counterparty failure on a contract with an unrealized gain, the Bank, given current market interest rates, would be required to pay a premium, or in effect incur a loss, to replace the contract with one having identical terms. The amount of unrealized credit risk was Eighteen Million Nine Hundred Eighty-four Thousand Dollars ($18,984,000) at December 31, 1994, and Five Hundred Twenty-four Thousand Dollars ($524,000) at December 31, 1993. Credit risk is recorded in the financial statements only when counterparty failure has occurred or is probable.

Gains and losses can also occur if the Bank should elect to terminate a contract prior to maturity. Such realized gains or losses are deferred to future periods. As of year-end 1993 and 1994, there were no such deferred gains or losses.

The average notional amount and weighted average fixed rates of risk management swap contracts outstanding at December 31, 1994, are shown below in accordance with their contractual dates. The predominant variable repricing index associated with these contracts is three-month LIBOR, which was six point fifty percent (6.50%) at December 31, 1994.

	Average Outstanding					Expiring
	1995	1996	1997	1998	1999	Thereafter
	(In Thousands)					
Receive Fixed Swaps:						
Notional Amount	$ 7,014	$ 3,012	$ 11,094	$ 53,012	$51,507	$ 50,000
Weighted Average Receive Rate	5.08%	3.60%	6.99%	7.99%	8.11%	8.25%
Pay Fixed Swaps:						
Notional Amount	$1,184,334	$670,903	$284,006	$130,111	$94,383	$31,250
Weighted Average Pay Rate	6.94%	6.87%	7.36%	7.77%	7.89%	9.05%

	Average Outstanding					Expiring
	1995	1996	1997	1998	1999	Thereafter
			(In Thousands)			
Net Receive (Pay) Fixed Position:						
Notional Amount	$(1,177,320)	$(667,891)	$(272,912)	$ (77,099)	$(42,877)	
Fixed Rate	6.95%	6.88%	7.38%	7.62%	7.63%	

Substantially all of the Nine Million One Hundred Fifty-three Thousand Dollars ($9,153,000) of futures contracts, option contracts and commitments to purchase securities have remaining terms of less than one year.

The following tables show the contract or notional amount and the fair value of customer accommodation and other contracts at December 31, 1994 and 1993. Fair values are the amounts that would be received (asset amount) and the amounts that would be paid (liability amount) to replace existing contracts with new contracts given current market interest rates.

Customer Accommodation And Other Contracts:

	December 31, 1994		
	Contract Or Notional Amount	Fair Value	
		Asset	Liability
		(In Thousands)	
Interest Rate Swap:			
Received Fixed	$1,036,419	$ 7,769	$ 27,924
Pay Fixed	954,388	26,627	7,443
Basis	430,000	75	64
	$2,420,807	34,471	35,431
Futures Contracts:			
Purchased	$ 69,100	—	—
Sold	614,100	—	—

	December 31, 1994		
	Contract Or Notional Amount	Fair Value Asset	Liability
		(In Thousands)	
Interest Rate Options:			
Purchased	$ 238,304	$ 5,006	—
Written	238,292	—	5,005
Foreign Exchange Contracts:			
Commitments to Buy	1,778,752	11,539	21,929
Commitments to Sell	1,638,299	21,836	10,300
		$72,852	$72,665

	December 31, 1993		
	Contract Or Notional Amount	Fair Value Asset	Liability
		(In Thousands)	
Interest Rate Swap:			
Received Fixed	$1,035,365	$35,769	$ 1,816
Pay Fixed	992,335	2,233	35,211
	$2,027,700	38,002	37,027
Futures Contracts:			
Purchased	$ 51,000	—	—
Sold	284,292	—	—

	December 31, 1993		
	Contract Or Notional Amount	Fair Value	
		Asset	Liability
		(In Thousands)	
Interest Rate Options:			
Purchased	$ 222,936	$ 639	—
Written	221,933	—	659
Foreign Exchange Contracts:			
Commitments to Buy	1,219,819	3,600	13,947
Commitments to Sell	1,183,146	12,451	2,888
		$54,692	$54,521

In contrast to risk management contracts, where only realized gains and losses in value are recorded, unrealized valuation changes for customer accommodation and other contracts are recognized and recorded currently as gains or losses in the financial statements. The net amount of such gains and losses recognized and included in Other Non-Interest Income in each of the following years was:

	Net Gains		
	1994	1993	1992
		(In Thousands)	
Interest Rate Swap	$ 878	$ 1,419	$ 844
Futures Contracts	1,626	259	236
Interest Rate Options	138	99	199
Foreign Exchange Contracts	13,043	11,774	10,862
	$15,685	$13,551	$12,141

The average notional amount of customer accommodation and other interest rate swaps and futures contracts outstanding at December 31,

1994, are indicated in the following table in accordance with their contractual dates. The difference between the fixed rates, either paid or received, and the variable rates either received or paid, provide an indication of future cash flows. The variable rates are in most instances based on three-month LIBOR, which was six point fifty percent (6.50%) at December 31, 1994. Since the valuation adjustment of these contracts as of year-end 1994 was based on current interest rates, future gains or losses will occur only to the extent of interest rate changes.

	Average Outstanding					Expiring
	1995	1996	1997	1998	1999	Thereafter
			(In Thousands)			
Receive Fixed Swaps:						
Notional Amount	$935,021	$728,937	$560,839	$424,031	$366,092	$333,367
Weighted Average Receive Rate	6.98%	7.10%	7.25%	7.42%	7.53%	7.54%
Weighted Average Variable Pay Rate	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%
Pay Fixed Swaps:						
Notional Amount	$878,683	$674,849	$514,893	$393,065	$345,379	$318,804
Weighted Average Variable Receive Rate	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%
Weighted Average Pay Rate	6.83%	6.95%	7.13%	7.36%	7.52%	7.56%
Basic Swaps:						
Notional Amount	$370,301	$ 33,880	$ —	$ —	$ —	$ —
Weighted Average Variable Receive Rate	6.50%	6.50%	— %	— %	— %	— %
Weighted Average Variable Pay Rate	6.50%	6.50%	— %	— %	— %	— %
Net Futures Position (Pay Fixed):						
Contract Amount	$10,055	$38,055	$ 35,589	$25,027	$17,877	$ 40,000

The remaining customer accommodation and other contracts (interest rate options and foreign exchange contracts) are essentially offsetting in amount, by maturity.

Note 10 -- Commitments And Contingencies.

A commitment to extend credit obligates the Bank to advance funds in accordance with commitment provisions. Commitments generally have fixed expiration dates or other termination clauses, permit the customer to borrow at an agreed upon rate of interest and require payment of a fee. There are typically three broad types of commitments: loan commitments; standby letters of credit; and commercial letters of credit.

Unused loan commitments totaled Twelve Billion Nine Hundred Fifty-eight Million Nine Hundred Fifty-six Thousand Dollars ($12,958,956,000) and Nine Billion Six Hundred Forty-eight Million Seven Hundred Eighty Thousand Dollars ($9,648,780,000) at December 31, 1994 and 1993, respectively. Since many commitments typically expire without being utilized, the total does not necessarily represent future cash requirements. At December 31, 1994, Twelve Billion Three Hundred Eighty-seven Million Fifty-four Thousand Dollars ($12,387,054,000) of the unused commitments had variable rate terms, and Five Hundred Sevety-one Million Nine Hundred Two Thousand Dollars ($571,902,000) had fixed rate terms.

A standby letter of credit is a conditional commitment issued to guarantee contractual performance by a customer to a third party. Typical uses are to back commercial paper, bond financing or similar transactions of public and private borrowers. Total standby letters of credit outstanding at December 31, 1994 and 1993, were One Billion Seven Hundred Fifty-two Million Eight Hundred Two Thousand Dollars ($1,752,802,000) and One Billion Four Hundred Twenty-six Million Three Hundred Eighty-two Thousand Dollars ($1,426,382,000), respectively. The Bank does not expect to be required to fund these commitments in the normal course of business.

A commercial letter of credit is a commitment issued to facilitate the shipment of goods from seller to buyer by guaranteeing payment to the seller. Absent inability of the buyer to perform, fund disbursement to the seller occurs simultaneously with receipt of funds from the buyer. Commercial letters of credit outstanding were One Hundred Sixty-five Million Nine Hundred Nineteen Thousand Dollars ($165,919,000) and One Hundred Thirty-seven Million Eighty-one Thousand Dollars ($137,081,000) at December 31, 1994 and 1993, respectively.

Collateral requirements for the above commitments are based on credit evaluation of the customer.

The Bank is a defendant in various legal proceedings arising in the normal course of business. In the opinion of management, based on the advice of legal counsel, the ultimate resolution of these proceedings will not have a material effect on the Bank's financial statements.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WATER RATES, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred January 12, 1993, October 5 and December 21, 1994, March 9, April 15, June 14, August 2 and September 13, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances and orders, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

The Anti-Cruelty Society.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Anti-Cruelty Society, for renovation on the premises known as 157 West Grand Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Chicago Bee Building Project.

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Chicago Bee Building Project, for rehabilitation of existing structure on the premises known as 3649 -- 3657 South State Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Chicago Board Of Education/James N. Thorp Elementary School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Education/James N. Thorp Elementary School, for electrical installations and renovation of existing structure on the premises known as 8914 South Buffalo Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Chicago Community Kollel.
(Construction Services Associates, Inc.)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue the necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Construction Services Associates, Inc., for construction on the premises

known as Chicago Community Kollel, located at 6506 North California Avenue.

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

Congregation Atereth Yehoshua.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Congregation Atereth Yehoshua, for the rehabilitation of the premises known as 2913 -- 2915 West Touhy Avenue.

Said building shall be used exclusively by Congregation Atereth Yehoshua 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.

Department Of Children And Family Services/Chicago Holistic Interim Living Department.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Department of Children and Family Services, for a renovation project that will house the Wells Diagnostic and Intake Center known as the

Chicago Holistic Interim Living Department (C.H.I.L.D.) on the premises known as Ida B. Wells, 710 -- 758 East 38th Street.

Said building shall be used exclusively for child development and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

New Zion Grove Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, 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 New Zion Grove Missionary Baptist Church, for permits on the premises known as 1900 West 64th Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Our Lady Of Mercy Church/Catholic Archdiocese Of Chicago.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Our Lady of Mercy Church/Catholic Archdiocese of Chicago, for the

construction of a driveway to serve the church and school parking lot on the premises known as 4432 North Troy Street.

Said driveway shall be used exclusively for parking and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

The Rehabilitation Institute Of Chicago.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to The Rehabilitation Institute of Chicago, for interior projects on the premises known as 345 East Superior Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Sacramento Elderly Housing Corporation/Hispanic Housing And Casa Central.

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Sacramento Elderly Housing Corporation/Hispanic Housing and Casa Central, for new development of senior housing on the premises known as 2451 North Sacramento Boulevard.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Saint Mary of Nazareth Hospital Center, for rehabilitation of existing structure on the premises known as 1721 -- 1723 North Ashland Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Sinai Temple Congregation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary

permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Sinai Temple Congregation, for interior and exterior projects on the premises known as 11 West Delaware Place.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

The Spertus Institute Of Jewish Studies/ JFMC Facilities Corporation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to JFMC Facilities Corporation, for renovation of The Spertus Institute of Jewish Studies on the premises known as 618 South Michigan Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Tabernacle Holiness Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the

Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Tabernacle Holiness Missionary Baptist Church, for rehabilitation of existing property on the premises known as 9712 South Vincennes Avenue.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Travelers & Immigrants Aid/The Manuel Saura Center.
(3807 West Altgeld Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Travelers & Immigrants Aid/The Manuel Saura Center, for rehabilitation of existing property on the premises known as 3807 West Altgeld Street.

Said building shall be used exclusively for _____ and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Travelers & Immigrants Aid/The Manuel Saura Center.
(2456 North Hamlin Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, 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 Travelers & Immigrants Aid/The Manuel Saura Center, for rehabilitation of existing property on the premises known as 2456 North Hamlin Avenue.

Said building shall be used exclusively for _____ and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Union Avenue Community Outreach.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Union Avenue Community Outreach for the renovation of the youth center located at 4356 South Union Avenue.

Said building shall be used exclusively for charitable 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.

LICENSE FEE EXEMPTIONS.

Day Care Center.

The Beverly Montessori School.

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 annual Day Care License fee (Code 1584) for the period beginning August 16, 1995 and ending August 15, 1996:

The Beverly Montessori School
9916 South Walden Parkway.

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

Central Baptist Childrens Home.

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 annual Day Care License fee (Code 1584) for the period beginning August 16, 1995 and ending August 15, 1996:

Central Baptist Childrens Home
11024 South Bell Avenue.

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

Erie Community Center Child Care Program.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable inspection by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for 1995:

Erie Community Center Child Care Program
1701 West Superior Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Logan Square Young Men's Christian Association Head Start -- First Lutheran.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center is hereby exempted from payment of the annual Day Care License fee for the period of August 16, 1995 to August 15, 1996:

Logan Square Young Men's Christian Association
Head Start -- First Lutheran
3500 West Fullerton Avenue.

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

Moody Church Children's Learning Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee, Code 1584/Class I, for the period beginning February 16, 1995 and ending February 15, 1996:

Moody Church Children's Learning Center
1609 North LaSalle Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Saint Martin's Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual license fee for the period beginning February 15, 1995 and ending February 16, 1996:

Saint Martin's Day Care Center
5704 West Midway Park.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Sauganash School For The Young Years.
(1993 -- 1994)

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 the

payment of the license fee for the current period, which begins November 16, 1993 and ends November 15, 1994:

Sauganash School for the Young Years
4600 West Peterson Avenue.

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

Sauganash School For The Young Years.
(1994 -- 1995)

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 the payment of the license fee for the current period, which begins November 16, 1994 and ends November 15, 1995:

Sauganash School for the Young Years
4600 West Peterson Avenue.

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

Sauganash School For The Young Years.
(1995 -- 1996)

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual license fee for the period beginning November 16, 1995 and ending November 15, 1996:

Sauganash School for the Young Years
4600 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Washington Park Head Start And Day Care.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual license fee for the year of 1995 -- 1996:

Washington Park Head Start and Day Care
5000 South Indiana Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Dispensary.

East Seal Society Of Metropolitan Chicago, Inc.
(A. J. Brandecker Rehabilitation Center)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health, East Seal Society of Metropolitan Chicago, Inc. (A. J. Brandecker Rehabilitation Center) 9455 South Hoyne Avenue, is hereby exempted from payment of the license fee provided in Section 4-220-070, for the period of August 16, 1995 to August 15, 1996.

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

Erie Family Health Center, Inc.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago, the following health center is hereby exempted from payment of the annual Dispensary License fee (Code 1184) for the period of November 16, 1995 through November 15, 1996:

Erie Family Health Center, Inc.
1701 West Superior Street (previously located at 1656 West Chicago Avenue).

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

Erie Senior Health Center, Inc.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago, the following health center is hereby exempted from the payment of the annual Dispensary License fee (Code 1184), for the period of November 16, 1995 through November 15, 1996:

Erie Senior Health Center, Inc.
838 North Noble Street.

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

Erie Teen Health Center.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago, the following health center is hereby exempted from the payment of the annual Dispensary License fee (Code 1184), for the period of November 16, 1995 through November 15, 1996:

Erie Teen Health Center
1120 North Ashland Avenue.

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

Food Dispenser.

EHS Bethany Hospital.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1301) for the period of August 16, 1995 through August 15, 1996:

EHS Bethany Hospital
3435 West Van Buren Street.

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

Old Landmark Church Of God In Christ.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Dispenser Class I License fee (Code 1300) for the period beginning August 16, 1995 and ending August 15, 1996:

Old Landmark Church of God in Christ
1057 -- 1059 North Pulaski Road.

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

Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Dispenser Class I License fee (Code 1300) for the period beginning August 16, 1995 and ending August 15, 1996:

Resurrection Medical Center
7435 West Talcott Avenue.

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

Food Purveyor.

M & M Foundation For Retarded Children.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following foundation shall be exempted from the payment of the annual Food Purveyor Retail Class I License fee (Code 1311) for the period of February 16, 1995 through February 15, 1996:

M & M Foundation for Retarded Children
5666 North Lincoln Avenue.

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

Home.

Misericordia Heart Of Mercy/Brach House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy/Brach House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Herbstritt House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy/Herbstritt House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Mahoney House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy/Mahoney House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Marian Center.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy/Marian Center
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Mazza House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy/Mazza House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Miniat House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy
Miniat House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/O'Donnell House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy
O'Donnell House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Polk House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy
Polk House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Rice House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy
Rice House
6300 North Ridge Avenue.

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

Misericordia Heart Of Mercy/Shannon House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the foregoing charitable institution is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 to August 15, 1996:

Misericordia Heart of Mercy
Shannon House
6300 North Ridge Avenue.

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

Hospital.

Chicago Osteopathic Medical Center.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the annual Hospital License fee for the period of August 16, 1995 through August 15, 1996:

Chicago Osteopathic Medical Center
5220 South Ellis Avenue.

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

EHS Bethany Hospital.

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Hospital License fee (Code 1375), for the period of August 16, 1995 through August 15, 1996:

EHS Bethany Hospital
3435 West Van Buren Street.

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

Mercy Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago, the following hospital which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from the payment of the annual Hospital License fee (Code 1375) for the period beginning August 16, 1995 and ending August 15, 1996:

Mercy Hospital and Medical Center
2510 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Rehabilitation Institute Of Chicago.

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from the payment of the Hospital License fee for the period beginning August 16, 1995 and ending August 15, 1996:

Rehabilitation Institute of Chicago
345 East Superior Street.

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

Limited Business.

EHS Bethany Hospital.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Limited Business License fee (Code 1010), for the period of August 16, 1995 through August 15, 1996:

EHS Bethany Hospital
3435 West Van Buren Street.

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

CANCELLATION OF WATER RATES.

Congregation Ezras Israel.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to cancel the sewer assessment in the amount of $84.94, charged to the Congregation Ezras Israel, 2746 -- 2756 West Lunt Avenue (Account Number 800940339303).

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

Hull House Association.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to waive the assessment in the amount of $590.46, charged to the Hull House Association, 3212 North Broadway (Account Number 817060017109).

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

Northwest Home For The Aged.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to cancel the sewer assessment in the amount of $5,944.16, charged to the Northwest Home for the Aged, 6300 North California Avenue (Account Number 800740305609).

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

REFUND OF FEES.

Building Permit.

New Bethlehem Number 4 Missionary Baptist Church.
(Randel Electric, Inc.)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $851.00 for permit fees paid by the Randel Electric, Inc., 1585 McCraren Road, Highland Park, Illinois 60035, for the New Bethlehem No. 4 Missionary Baptist Church, a not-for-profit organization.

Building Permit And Fire Prevention.

Saint Joseph Hospital And Medical Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $5,429.75 to Saint Joseph Hospital and Medical Center, 2900 North Lake Shore Drive, representing Building Permit and fire prevention fees for a project at the Rehabilitation Fitness Center, 1525 West Belmont Avenue.

Day Care Center License.

Marillac House.
(1993 -- 1994)

Ordered, That the City Comptroller is hereby authorized and directed to

refund the amount of $125.00 to the Marillac House, 212 South Francisco Avenue (formerly located at 2822 West Jackson Boulevard), representing payment of the Day Care Center License fee for the period of November 16, 1993 through November 15, 1994.

Marillac House.
(1994 -- 1995)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $125.00 to the Marillac House, 212 South Francisco Avenue, representing payment of the Day Care License fee, Class I, for the period of November 16, 1994 through November 15, 1995.

Food Dispensary On Premises License.

Inspiration Cafe.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $250.00 to Inspiration Cafe, 1319 West Wilson Avenue, representing payment of the Food Dispensary on Premises License fee.

Special Event License.

Dearborn Garden Walk And Heritage Festival/ North Dearborn Association.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $500.00 to the 1994 Dearborn Garden Walk and Heritage Festival/North Dearborn Association, P.O. Box 10521, Chicago, Illinois.

WAIVER OF FEES.

Building Permit.

El Rincon.

Ordered, That the Commissioner of the Department of Buildings is hereby authorized and directed to waive the building fees that will be charged to El Rincon, a not-for-profit supportive service and substance abuse counseling organization located at 1874 North Milwaukee Avenue in the 26th Ward.

Demolition Lien.

Circle Christian Development Corporation.

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

SECTION 1. That the Chicago City Council waive a demolition lien on the vacant property at 146 North Parkside Avenue for Circle Christian Development Corporation, for the purpose of acquiring said property to construct New Homes For Chicago.

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

Fellowship Missionary Baptist Church, Inc., Et Al.

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

SECTION 1. The City of Chicago hereby releases and waives the lien specified below:

Address:	236 West 45th Place
Permanent Index Number:	20-04-425-010-0000
Case:	*City of Chicago v. Fellowship Missionary Baptist Church, Inc., et al.*
Date lien recorded:	July 12, 1991
Recorder's Document Number:	91348153
Lien amount:	$6,162.00

SECTION 2. The Corporation Counsel is authorized and directed to prepare and deliver any documents necessary to implement Section 1 of this ordinance, and to insert the legal description of the property described in Section 1.

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

Special Event.

Chicago State University.

Ordered, That the City Comptroller is hereby authorized and directed to waive the athletic event permit fee(s) in the amount of $100.00 for Chicago State University's Educate Your Body 5K Run/Walk, to be held on September 23, 1995.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center 2032 North Clybourn Avenue	D1-508636 (Sign)	$ 16.00
	D1-508637 (Sign)	16.00
	F4-505491 (Mech. Vent.)	40.00
The Art Institute of Chicago 125 East Monroe Street	B2-500523 (Canopy/Rev. Door)	27.00
	B2-500524 (Canopy/Rev. Door)	75.00
Bais Yaakov High School of Chicago 3333 West Peterson Avenue	P1-406078 (Fuel Burn. Equip.)	135.00
Bethany Retirement Home 4950 North Ashland Avenue	B4-300194 (Instit.)	159.00
Edgewater Hospital 5700 North Ashland Avenue	P1-502603 (Fuel Burn. Equip.)	2,060.00
Hermon Baptist Church 1754 North Clark Street	F4-505130 (Mech. Vent.)	40.00
Lake Shore Drive Synagogue 66 East Elm Street	B1-506419 (Bldg.)	60.00
Lutheran School of Theology at Chicago 1153 East 54th Street	B1-506641 (Bldg.)	60.00
Morgan Park Academy 2153 West 11th Street	B3-500373 (Pub. Place of Assemb.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
New Israel Missionary Baptist Church 1625 West 75th Place	D1-506226 (Sign)	$ 89.20
Northwestern Memorial Hospital (various locations)	B4-300001 (Instit.)	687.00
	C2-501402 (Refrig.)	240.00
	P1-502443 (Fuel Burn. Equip.)	155.00
Northwestern Memorial Hospital/ Carriage House 215 East Chicago Avenue	P1-502611 (Fuel Burn. Equip.)	425.00
Northwestern Memorial Hospital/ The Streeterville Corporation 215 East Chicago Avenue	B1-509238 (Bldg.)	620.00
Northwestern University Settlement Association 1400 West Augusta Boulevard	B1-503465 (Bldg.)	60.00
Dr. Scholl College of Podiatric Medicine 1001 North Dearborn Street	A1-503350 (Elev.)	420.00
Terra Museum of American Art (various locations)	A1-502888 (Elev.)	210.00
	A1-503047 (Elev.)	60.00
	A1-503058 (Elev.)	110.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-508764 (Bldg.)	$100.00
	R1-507464 (Drwy.)	68.00

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST RAVENSWOOD HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders for cancellation of specified warrants for collection issued against Ravenswood Hospital, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Fuel Burning Equipment Inspection Fees.

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants for collection for fuel burning equipment inspection fees, charged to Ravenswood Hospital, 4550 North Winchester Avenue, as follows:

Warrant Number	Amount	Date Of Inspection	Location
Pl-500934	$1,875.00	2/2/95	4550 North Winchester Avenue
Pl-501866	45.00	4/26/95	4550 North Winchester Avenue
Pl-502593	45.00	6/5/95	4550 North Winchester Avenue

Sign Permits.

Ordered, That the City Comptroller is hereby authorized and directed to cancel Invoice No. 95840002479 under date of May 25, 1995, in the amount

of $570.00 for D7 -- No Parking Signs/Permits, for the period of January 1 through December 31, 1994, charged to Ravenswood Hospital for their premises at 4500 North Damen Avenue.

AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHT AT 5920 WEST MIDWAY PARK.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order, presented by Alderman Burrell (29th Ward) authorizing the installation of an alleylight in the rear of the premises located at 5920 West Midway Park, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 5920 West Midway Park.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) ordinances introduced by the aldermen named below authorizing the reduction in license fees for the employment of special policemen by the following institutions:

Alderman Haithcock	Illinois Institute of Technology -- five (5) for the 1995 year; and
Alderman Shaw	Saint John De LaSalle Parish -- eight (8) for the 1995/1996 year,

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Illinois Institute Of Technology.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs five (5) special police and shall pay a fee of Ten Dollars ($10.00) per license for the year of 1995:

Illinois Institute of Technology
3310 South Federal Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint John De LaSalle Parish.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs eight (8) special police and shall pay a fee of Ten Dollars ($10.00) per license for the year of 1995/1996:

Saint John De LaSalle Parish
10205 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or 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 7964 through 7976 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it

(Continued on page 7977)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACOX	ERWIN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/19/95	172.00
ADAMS	RAYMOND T	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	5/05/95	130.00
ADREANI	JOHN A	POLICE OFFICER	THIRTEENTH DISTRICT	4/11/95	248.85
ALEMAN	GEORGE	POLICE OFFICER	TRAINING DIVISION	6/05/95	560.68
ALLEN	DAVID	POLICE OFFICER	UNKNOWN	3/25/95	160.00
ALLEN-HARPER	JYTONNE	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	11/16/93	271.00
ALMANZA	THERESA A	POLICE OFFICER	NINTH DISTRICT	6/05/95	333.44
ALVARADO	GEORGE L	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/95	1468.00
AMATO	STEVEN	POLICE OFFICER	TENTH DISTRICT	5/22/95	60.39
AMEZQUITA	SONIA	POLICE OFFICER	THIRTEENTH DISTRICT	7/25/95	250.70
ANDERSON	JERRY J	POLICE OFFICER	SEVENTH DISTRICT	5/19/94	4800.01
ANDERSON	KEVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/06/95	85.00
ANDERSON	NORRIS	POLICE OFFICER	SIXTH DISTRICT	6/06/95	339.00
ANDERSON	ROESHELL	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	4/27/95	460.20
ANDRADE	JAMES	POLICE OFFICER	FIFTH DISTRICT	6/18/95	148.00
ANGELO	DEAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/18/95	550.00
ARNOLD	LUTHER D	POLICE OFFICER	THIRD DISTRICT	6/02/94	310.00
ARNOLD	PEGGY J	POLICE OFFICER	FOURTH DISTRICT	7/22/95	546.50
ARROYO	LOUIS	POLICE OFFICER	THIRTEENTH DISTRICT	4/28/95	850.00
ASKEW	BRUCE B	POLICE OFFICER	SEVENTH DISTRICT	6/19/95	339.00
ASSAF	MAJED	POLICE OFFICER	FOURTEENTH DISTRICT	4/01/95	95.00
AVILA	JOSPEH E	POLICE OFFICER	SEVENTH DISTRICT	5/27/95	444.39
AVILA	SALVADOR	POLICE OFFICER	ELEVENTH DISTRICT	5/19/95	95.85
BALACHOWSKI	GEOFFREY	POLICE OFFICER	THIRTEENTH DISTRICT	7/06/95	91.00
BALZANO	FRANK T	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/04/95	18.00
BARNES	DENNIS	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/18/95	52.00
BARNES	ROBERT N	POLICE OFFICER	THIRD DISTRICT	5/13/95	70.00
BARNES	SHARON J	POLICE OFFICER	RECRUIT TRAINING	3/28/95	744.00
BARRETT	DAVID	POLICE OFFICER	NINTH DISTRICT	2/01/95	2690.00
BATTAGLIA	CHARLES	POLICE OFFICER	TWELFTH DISTRICT	7/12/95	82.00
BEAMON	TURAN	POLICE OFFICER	THIRD DISTRICT	4/20/95	73.43
BEARD	SHELLY A	POLICE OFFICER	RECRUIT TRAINING	5/20/95	319.50
BEASLEY	ROBERT P	POLICE OFFICER	THIRD DISTRICT	4/05/95	980.59
BECVAR	LANCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	105.00
BELCZAK	ROBERT J	POLICE OFFICER	EIGHTH DISTRICT	7/30/95	251.00
BELMER	REGINA K	POLICE OFFICER	SEVENTH DISTRICT	6/06/95	649.03
BEMIS	JOEL F.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/28/95	96.00
BERNICHIO	MICHAEL J	POLICE OFFICER	SEVENTH DISTRICT	6/15/95	63.00
BERTRAM	BRAD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/19/95	221.97
BERTUCA	ANTHONY F	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/95	138.00
BETZ	DAVID C	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/95	178.04
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/87	481.00
BIEBEL	TERESA I	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/95	271.50
BIZARRO	JULIO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/02/94	212.32
BLUE	DEREK	POLICE OFFICER	THIRD DISTRICT	5/23/95	522.90
BLUE	DEREK	POLICE OFFICER	THIRD DISTRICT	6/07/95	347.00
BOCCONCELLI	STEVEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/10/95	125.00
BOEHMER	ALLEN J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/17/95	262.85
BOLGER	MARY C	POLICE OFFICER	NINETEENTH DISTRICT	6/25/93	1771.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOWENS	PHILLIP	POLICE OFFICER	SECOND DISTRICT	6/28/95	125.00
BRANDMAYR	JEANNE M	POLICE OFFICER	FOURTH DISTRICT	6/28/95	372.50
BREIER	MICHAEL	POLICE OFFICER	THIRD DISTRICT	6/27/95	1378.00
BRIXY-ALDAY	RITA	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/95	5924.75
BROCKMAN	ELLWOOD	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	4/18/95	85.00
BROGI	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	138.00
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	65.00
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	4/28/95	875.00
BRYJA	JOHN T	POLICE OFFICER	RECRUIT TRAINING	5/12/95	269.39
BUHRKE	JAMES R	POLICE OFFICER	ELEVENTH DISTRICT	6/13/95	306.75
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/16/95	784.50
BURSONI	ERNEST	POLICE OFFICER	SIXTEENTH DISTRICT	12/31/94	112.32
BURTON	CRAIG E	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/95	306.92
BUTLER	RODNEY G	POLICE OFFICER	ELEVENTH DISTRICT	3/07/95	246.00
BUTLER	VALERIE	POLICE OFFICER	FIFTEENTH DISTRICT	6/09/95	5.49
BYRD	CHARLENE T	POLICE OFFICER	FIFTH DISTRICT	3/29/95	63.00
CALLAHAN	GERALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/05/95	246.27
CALVEY	JOHN A	POLICE OFFICER	SIXTH DISTRICT	6/07/95	121.00
CARLSON	WAYNE G	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/17/95	20.50
CARONE	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	4/01/94	122.32
CARROLL	MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	12/21/94	50.00
CARULLO	GREGORY	POLICE OFFICER	CENTRAL DETENTION SECTION	3/17/95	153.00
CASEY	LAWRENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/14/95	122.00
CASEY	LYNN	POLICE OFFICER	TWELFTH DISTRICT	2/08/95	4104.00
CASTANEDA	MARIA	POLICE OFFICER	NINETEENTH DISTRICT	8/14/92	125.00
CASTILLO	JOSEPH R	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/95	85.00
CESAK	BRIAN T	POLICE OFFICER	EIGHTH DISTRICT	6/24/95	549.90
CHATMAN	AARON	POLICE OFFICER	SIXTH DISTRICT	12/11/94	137.50
CHAVEZ	GEORGINA A	POLICE OFFICER	TENTH DISTRICT	6/28/95	239.46
CHAVEZ	JOHN M	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/17/95	95.00
CHERNIK	ROBERT M	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/94	1155.50
CICHON	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	1/09/95	444.00
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/07/95	14908.93
CIRONE	SAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/94	929.00
CLANCY	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/11/90	550.00
CLARK	LAURI	POLICE OFFICER	SIXTEENTH DISTRICT	10/13/94	213.23
CLARK	MARY K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/26/95	368.51
COLLIER	KENT E	POLICE OFFICER	FOURTEENTH DISTRICT	5/26/95	170.50
COLLIER III	WALTER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/14/95	140.00
COLLINS	NORA E	POLICE OFFICER	SEVENTH DISTRICT	6/12/95	312.39
COLLINS	RAYMOND J	POLICE OFFICER	SEVENTH DISTRICT	6/29/93	1317.80
COLLINS-WILLIAMS	ELEANOR D	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/15/95	15.00
COLLINS-WILLIAMS	ELEANOR D	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/10/95	615.00
COLON	STANLEY	POLICE OFFICER	FOURTEENTH DISTRICT	6/05/95	429.90
CORCORAN	TIMOTHY J	POLICE OFFICER	MOUNTED UNIT	1/19/94	2275.00
CORTEZ	CARLOS	POLICE OFFICER	ELEVENTH DISTRICT	6/09/95	112.59
COTTON	ISAAC T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/11/95	174.59
COUGHLIN	RICHARD P	POLICE OFFICER	NINTH DISTRICT	4/23/95	63.00
CRANE	ROBERT J	POLICE OFFICER	TWELFTH DISTRICT	5/27/95	786.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CULVER	RALPH	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	74.00
CULVER	SHEILA	POLICE OFFICER	TWENTIETH DISTRICT	6/12/95	165.60
CZAPIEWSKI	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/19/95	709.20
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	4/23/93	7495.25
DALY	BRIAN J	POLICE OFFICER	SEVENTH DISTRICT	6/12/95	63.00
DALY	LUKE P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/13/95	90.45
DANIELS	DAVID L	POLICE OFFICER	EIGHTH DISTRICT	6/22/95	63.00
DANZY	CURTIS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/01/95	85.00
DAY	SAMIRAH	POLICE OFFICER	FOURTH DISTRICT	7/01/92	50.00
DECOLA	SALVATORE A	POLICE OFFICER	SIXTEENTH DISTRICT	6/15/95	850.00
DECOLIGNY	MICHAEL	POLICE OFFICER	TWELFTH DISTRICT	12/24/94	583.00
DELANEY	THOMAS	POLICE OFFICER	TENTH DISTRICT	5/19/95	155.70
DELOPEZ	JOSEPH	POLICE OFFICER	TRAINING DIVISION	3/11/95	178.00
DEVOGELEAR	DAVID	POLICE OFFICER	TWENTIETH DISTRICT	5/02/95	109.17
DEVOGELEAR	DAVID	POLICE OFFICER	TWENTIETH DISTRICT	6/03/95	563.16
DEYOUNG	DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/94	49.25
DINEEN	CHARLES M	POLICE OFFICER	FIRST DISTRICT	6/11/95	85.00
DINEEN	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	2/23/95	517.00
DIX III	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	5/28/95	377.61
DOBSON	DENNIS	POLICE OFFICER	TENTH DISTRICT	1/07/91	65.00
DOFFYN	DANIEL	POLICE OFFICER	RECRUIT TRAINING	3/08/95	135.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	682.80
DOMINICK	PAUL	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/95	105.00
DOUGHERTY	BRENDAN C	POLICE OFFICER	THIRTEENTH DISTRICT	5/12/95	122.05
DOUGHERTY	JOHN E	POLICE OFFICER	SIXTH DISTRICT	8/24/94	1016.00
DOUGHERTY	PHILIP	POLICE OFFICER	TWENTIETH DISTRICT	5/31/95	652.46
EFANTIS	JOHN J	POLICE OFFICER	FIRST DISTRICT	4/13/95	20.00
EFANTIS	JOHN J	POLICE OFFICER	FIRST DISTRICT	6/29/95	2465.00
EGAN	DONALD	POLICE OFFICER	EIGHTH DISTRICT	2/03/77	1430.45
EICH	THOMAS	POLICE OFFICER	SECOND DISTRICT	3/01/95	502.50
EILAND	DAVID	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/03/95	175.00
ENGLISH	ANTHONY B	POLICE OFFICER	FOURTEENTH DISTRICT	6/20/95	293.00
EPINGER	IVETTA	POLICE OFFICER	RECRUIT TRAINING	4/19/95	181.80
EPPLING	FLOYD	POLICE OFFICER	TWENTIETH DISTRICT	6/18/95	333.00
EPPLING	FLOYD	POLICE OFFICER	TWENTIETH DISTRICT	6/25/95	788.75
EPTING	RENEE	POLICE OFFICER	SEVENTH DISTRICT	6/10/95	330.13
ESPINO	ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	6/27/95	905.00
EVANS	DAVID	POLICE OFFICER	SIXTH DISTRICT	5/30/95	419.00
EVANS	YVETTE L	POLICE OFFICER	SECOND DISTRICT	3/21/95	850.00
EWALT	GERALD	POLICE OFFICER	TENTH DISTRICT	5/17/95	112.59
FANELLA	PATRICK	POLICE OFFICER	MOUNTED UNIT	5/19/95	3453.00
FENNER	HARRY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	6/22/94	470.00
FERNANDEZ	JAMES	POLICE OFFICER	ELEVENTH DISTRICT	5/13/95	209.56
FERNANDEZ	JOSE	POLICE OFFICER	TWELFTH DISTRICT	5/28/95	157.39
FINNIGAN	HELEN I	POLICE OFFICER	TENTH DISTRICT	5/21/95	60.39
FISSINGER	LESLIE J	POLICE OFFICER	EIGHTH DISTRICT	6/01/95	11.00
FLORES	MIGUEL	POLICE OFFICER	THIRTEENTH DISTRICT	5/07/95	170.10
FLORES	SERGIO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/03/95	346.25
FORD	JOHN	POLICE OFFICER	THIRD DISTRICT	3/25/95	317.55

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRAIN	WILLIAM	FIREFIGHTER	UNKNOWN	5/31/95	1276.00
FRANZEN	TERRENCE	POLICE OFFICER	FOURTH DISTRICT	4/18/94	189.00
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	8/03/94	1250.00
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	1055.67
GAMBOA	GUILLERMO	POLICE OFFICER	TENTH DISTRICT	5/10/95	602.80
GARDNER	CHARLES R	POLICE OFFICER	EIGHTEENTH DISTRICT	10/29/94	164.00
GAROFALO	JOSEPH	POLICE OFFICER	DETAIL UNIT	1/29/95	200.00
GARRITY	MARTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	237.90
GAWRYLCZYK	EDWARD	POLICE OFFICER	RECRUIT TRAINING	5/19/95	198.45
GAYNOR	SHARON R	POLICE OFFICER	NINTH DISTRICT	6/21/95	850.00
GEORGE	ELLIS R	POLICE OFFICER	THIRD DISTRICT	6/21/95	32.97
GIANNONI	DAVINO	POLICE OFFICER	TWENTIETH DISTRICT	2/11/94	152.00
GIBBONS	ANTHONY	POLICE OFFICER	TWELFTH DISTRICT	5/27/95	172.00
GIBSON	LORRIE A	POLICE OFFICER	EIGHTEENTH DISTRICT	5/24/95	85.00
GIESE	THOMAS C	POLICE OFFICER	RECRUIT TRAINING	10/10/86	983.00
GILL	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	130.00
GILLOTT	DAVID A	POLICE OFFICER	TWELFTH DISTRICT	6/12/95	166.00
GILLOTT	DAVID A	POLICE OFFICER	TWELFTH DISTRICT	5/31/95	4260.00
GIZOWSKI	EUGENE M	POLICE OFFICER	EIGHTH DISTRICT	6/02/95	386.90
GODDARD	SHIRLEY H	POLICE OFFICER	EIGHTH DISTRICT	6/16/95	186.00
GOMEZ	MIGUEL A	POLICE OFFICER	THIRTEENTH DISTRICT	5/07/95	297.75
GOMEZ	ROSEANN	POLICE OFFICER	TWELFTH DISTRICT	6/01/95	194.01
GONZALES	JAMES	POLICE OFFICER	FOURTH DISTRICT	5/10/95	326.35
GONZALEZ	GUILLERMO	POLICE OFFICER	ELEVENTH DISTRICT	12/07/94	42.00
GRADLE	GARY	POLICE OFFICER	FOURTH DISTRICT	3/20/95	336.00
GRANATO	MICHAEL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/25/95	58.00
GRAVES	ROBERT J	POLICE OFFICER	NINETEENTH DISTRICT	3/18/95	27.00
GRAYZECK	CHARLES	POLICE OFFICER	SIXTEENTH DISTRICT	5/16/95	30.00
GRECO	SAM A	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	5/18/94	6100.00
GRECO	SAMUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/95	1027.00
GREEN	TONY M	POLICE OFFICER	ELEVENTH DISTRICT	6/15/95	31.00
GREENWICH	FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	50.00
GRIFFITH	BILL J	POLICE OFFICER	FIRST DISTRICT	2/03/95	310.00
GRIFFITHS	KEITH	POLICE OFFICER	SEVENTH DISTRICT	4/30/95	369.90
GUERRIERI	VICTOR	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/94	4030.00
GUZMAN	CESAR	POLICE OFFICER	FOURTEENTH DISTRICT	5/31/95	204.00
HAGEN	HOWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/95	319.11
HALE	STEVEN R	POLICE OFFICER	FIFTH DISTRICT	6/20/95	308.00
HALL	MARYET	POLICE OFFICER	TWENTIETH DISTRICT	6/23/94	850.00
HAMMOND	MICHAEL C	POLICE OFFICER	RECRUIT TRAINING	5/05/95	322.72
HARAN	JOHN C	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/94	105.00
HARDY	WADELL	POLICE OFFICER	SIXTH DISTRICT	4/27/95	310.00
HARRIS	GENE	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/11/95	283.24
HARRIS	JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	3/02/94	912.00
HARRIS	JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	6/20/95	238.00
HARTIGAN	NANCY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/01/94	435.00
HATZIS	DEAN G	POLICE OFFICER	FIFTEENTH DISTRICT	6/28/95	304.27
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	3/04/94	102.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	6/19/95	2550.00

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HEAGNEY	JOHN E	POLICE OFFICER	EIGHTEENTH DISTRICT	3/10/95	820.00
HEENAN	DENNIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/15/95	105.00
HEENAN	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	6/05/95	1116.00
HEHL	ROBERT R	POLICE OFFICER	MARINE UNIT	5/08/95	105.00
HELLMAN-WATTERS	KERRY A	POLICE OFFICER	ELEVENTH DISTRICT	5/25/95	243.99
HENDREN	DANNY R	POLICE OFFICER	MARINE UNIT	6/21/95	253.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	1380.75
HERNANDEZ	MARCO	POLICE OFFICER	FOURTEENTH DISTRICT	6/12/95	370.80
HERRERA	NOELIA	POLICE OFFICER	THIRTEENTH DISTRICT	4/15/95	616.75
HERRING	PATRICIA	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	26126.74
HERSHMAN	EDWARD A	POLICE OFFICER	RECRUIT TRAINING	6/24/95	224.10
HIDALGO	RENE R	POLICE OFFICER	FOURTH DISTRICT	5/31/95	602.00
HINMAN-PONTECORE	CHERYL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/09/95	184.78
HITZ	THOMAS	POLICE OFFICER	SEVENTH DISTRICT	5/23/95	84.00
HOLDER	ERIC	POLICE OFFICER	ELEVENTH DISTRICT	6/12/95	1505.00
HONESTY	ULYSSES, JR.	POLICE OFFICER	THIRD DISTRICT	6/15/95	208.00
HOOD	LARRY	POLICE OFFICER	FIFTH DISTRICT	6/04/95	195.50
HORTON	LEROY	POLICE OFFICER	SEVENTH DISTRICT	12/16/94	1838.00
HOWE	MAUREEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/03/95	363.50
HUFF	HAROLD	POLICE OFFICER	SEVENTH DISTRICT	6/19/95	568.80
IGESS	VICKI	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/02/95	60.39
IPPOLITO	PATRICIA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/06/95	131.85
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	30.98
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	2009.47
JACKSON	WILLIAM	POLICE OFFICER	SECOND DISTRICT	3/25/95	60.00
JACOBS	MICHAEL R	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	351.20
JAMES	BRUCE W	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/14/95	319.00
JAMES	RUFUS	POLICE OFFICER	FOURTH DISTRICT	12/16/94	49.00
JAMES-RILEY	KATHLEEN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/30/88	1056.00
JASTRZEBSKI-GUALIZZA	MARGARET M	POLICE OFFICER	ELEVENTH DISTRICT	6/07/95	194.49
JOHNSON	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/95	70.00
JOHNSON	KEVIN	POLICE OFFICER	SEVENTH DISTRICT	5/23/95	575.44
JOHNSON	RICHARD T	POLICE OFFICER	FOURTH DISTRICT	9/19/94	554.00
JOHNSON	STACIE	POLICE OFFICER	SIXTH DISTRICT	6/03/95	266.00
JONES	MARK A	POLICE OFFICER	SEVENTH DISTRICT	6/23/95	351.99
JONES	ROY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/20/95	938.01
JONES	YVETTE A	POLICE OFFICER	RECRUIT TRAINING	3/18/95	270.86
JONES-LITTLETON	LISA M	POLICE OFFICER	FIFTH DISTRICT	10/10/94	975.00
KAIP	JOHN D	POLICE OFFICER	FOURTEENTH DISTRICT	5/05/95	318.99
KAIZER	EDWARD W	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/25/95	3341.00
KAMINISKI-MENSINGA	JUNE M	POLICE OFFICER	FIRST DISTRICT	6/05/95	130.00
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	5/12/95	60.39
KARADJIAS	SOLOMIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	11548.00
KARNEY	CHRISTOPHER	POLICE OFFICER	TWENTIETH DISTRICT	5/24/95	1259.72
KAZUPSKI	EDWARD R	POLICE OFFICER	SEVENTH DISTRICT	3/13/95	360.00
KEATING	ROBERT F	POLICE OFFICER	EIGHTH DISTRICT	5/23/95	850.00
KELLY	TIMOTHY J	POLICE OFFICER	SECOND DISTRICT	3/12/95	150.00
KIEFER	MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/07/95	558.00
KINNALLY	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	12/11/94	665.00

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KNOTT	BARBARA L	POLICE OFFICER	FIFTH DISTRICT	6/26/95	194.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	1050.00
KUBIAK	RONALD S	POLICE OFFICER	FIFTH DISTRICT	10/10/94	990.00
KURAMOTO	PETER	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/29/95	263.70
KWAK	JOHN F	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/03/95	175.00
LABRESH	DONALD J	POLICE OFFICER	ELEVENTH DISTRICT	8/10/94	13364.65
LAMBE	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	5/05/95	294.30
LANE	JAMES E	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/12/95	398.00
LANGE	JACKLYNN A	POLICE OFFICER	TENTH DISTRICT	5/21/95	178.96
LAPOINTE	ARTHUR	POLICE OFFICER	ELEVENTH DISTRICT	12/25/94	120.00
LEADER	KAREN S	POLICE OFFICER	NINETEENTH DISTRICT	2/13/95	611.00
LEMON	ROBERT A	POLICE OFFICER	SECOND DISTRICT	5/19/95	125.00
LEODORO	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	11/17/94	1753.00
LEONARD	MICHAEL E	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/14/95	274.58
LERMA	FALSINO G	POLICE OFFICER	TENTH DISTRICT	5/01/95	209.10
LESTINSKY	JOSEPH E	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/95	406.50
LETOURNEAU	WILLIAM	POLICE OFFICER	FIELD INQUIRY SECTION	5/06/95	66.00
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	161.25
LIBERTY	KENNETH G	POLICE OFFICER	RECRUIT TRAINING	5/20/95	191.56
LIEBERMAN	MORTON E	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/95	89.00
LOOMIS	JAMES C	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/30/95	171.00
LOVE	CAROLE T	POLICE OFFICER	THIRD DISTRICT	12/27/93	2583.00
LUCAS	SUSAN	POLICE OFFICER	SEVENTEENTH DISTRICT	6/18/95	131.85
LUCIO	GILBERT	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/95	234.00
LUKENSMEYER	DANIEL C	POLICE OFFICER	NINTH DISTRICT	5/01/95	177.79
MACON	DARIN	POLICE OFFICER	THIRD DISTRICT	5/14/95	1476.20
MALLOY	PATRICK J	POLICE OFFICER	SIXTH DISTRICT	8/12/94	212.50
MANIATES	CHRIS	POLICE OFFICER	RECRUIT TRAINING	5/31/90	7609.30
MARIAN-PIERSON	TRACY L	POLICE OFFICER	TWENTIETH DISTRICT	6/29/95	261.90
MARKULIS	ANDREW	POLICE OFFICER	YOUTH DIVISION AREA FOUR	5/05/94	200.00
MARSHALL	GEORGE G	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	27.00
MARSHALL	GWENDOLYN	POLICE OFFICER	FOURTH DISTRICT	6/06/95	60.39
MARTIN	BARBARA	PARAMEDIC	UNKNOWN	12/13/94	116.00
MARTIN	STEVEN	POLICE OFFICER	SECOND DISTRICT	6/04/95	75.00
MARTINEZ	LOUIS E	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/95	289.14
MAYNARD	GARY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/02/95	924.00
MCCALL	JOHN E	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/27/95	284.22
MCCANN	EDDIE	POLICE OFFICER	UNKNOWN	2/16/92	420.00
MCGEE	JOHN T	POLICE OFFICER	NINTH DISTRICT	5/19/95	850.00
MCGIVNEY	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	6/30/95	161.90
MCKENZIE	PATRICK J	POLICE OFFICER	FIFTH DISTRICT	5/06/95	404.00
MCKINNEY	WILLELLA	POLICE OFFICER	NINTH DISTRICT	6/03/95	398.64
MEADOR	JAMES R	POLICE OFFICER	MARINE UNIT	4/04/95	6603.50
MEDINA	CARLOS	POLICE OFFICER	FOURTH DISTRICT	6/19/95	471.50
MEDOW	BRANDON	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/14/95	285.97
MELCHIORI	PATRICK	POLICE OFFICER	TWENTIETH DISTRICT	5/10/95	137.70
MELCHIORI	PATRICK T	POLICE OFFICER	TWENTIETH DISTRICT	6/16/95	131.85
MENDOZA	CORINE	POLICE OFFICER	TENTH DISTRICT	6/09/95	320.60
MERCADO	WILFRED	POLICE OFFICER	UNKNOWN	9/22/94	91.00

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MERRILL	VOLANDA M	POLICE OFFICER	SIXTH DISTRICT	6/03/95	433.00
MHEENBEEK	ADRIA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/06/95	299.70
MIERNICZAK	RICHARD	POLICE OFFICER	FOURTH DISTRICT	6/14/95	538.37
MIRELES	ROSE MARY	POLICE OFFICER	THIRTEENTH DISTRICT	5/15/95	149.00
MISKANIN	JOHN G	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/28/95	104.00
MITCHELL	VANESSA	POLICE OFFICER	FIFTH DISTRICT	1/18/95	115.00
MODELSKI	JOHN J	POLICE OFFICER	FOURTEENTH DISTRICT	5/08/95	351.90
MOLINA	REJEANA	POLICE OFFICER	RECRUIT TRAINING	1/10/95	657.00
MONEGAIN	LAWRENCE L	POLICE OFFICER	FIRST DISTRICT	6/23/95	108.00
MONTES	DAVID D	POLICE OFFICER	SEVENTH DISTRICT	5/25/95	504.20
MONTGOMERY	ROBERT	POLICE OFFICER	NARCOTICS SECTION	6/01/95	181.80
MOORE	CLAYMON	POLICE OFFICER	TENTH DISTRICT	6/20/95	60.39
MORENO	BENJAMIN R	POLICE OFFICER	TENTH DISTRICT	2/02/95	27.00
MORIARTY	WILLIAM G	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/95	177.00
MORRIS	JAMES T	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/26/95	286.00
MULLANE	KEVIN T	POLICE OFFICER	NINETEENTH DISTRICT	6/21/95	60.39
MURPHY	GERARD	POLICE OFFICER	ELEVENTH DISTRICT	6/07/95	112.59
MURPHY	JOHN J	POLICE OFFICER	TWELFTH DISTRICT	6/27/95	474.34
MUSCOLINO	ROBERT G	POLICE OFFICER	NINTH DISTRICT	6/23/95	82.40
NEGA	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	10/30/94	6350.00
NEGA	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/95	546.49
NICKLES	SCOTT R	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	558.90
NODI	MICHAEL J	POLICE OFFICER	TWELFTH DISTRICT	6/11/95	355.00
NOLAN	ELIZABETH M	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/19/94	95.00
NOLAN-OMALLEY	KATHLEEN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/03/93	31.70
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	135.40
NOWICKI	STEVEN	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/95	223.00
NYHAN	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/07/95	3148.00
OCONNOR III	THOMAS	POLICE OFFICER	NINETEENTH DISTRICT	5/20/95	125.00
ODONNELL	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/25/95	72.00
OHARA	JAMES	POLICE OFFICER	NINTH DISTRICT	4/24/95	1525.00
OMACHI	RODNEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/04/95	368.76
ONEILL-GUINEY	MAUREEN T	POLICE OFFICER	SIXTEENTH DISTRICT	4/28/95	1600.00
OPPEDISANO	DENNIS	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/95	956.18
OPRONDEK	GARY	POLICE OFFICER	NINTH DISTRICT	8/15/94	1100.00
ORLANDO	ROBERT J	POLICE OFFICER	FIFTH DISTRICT	6/24/95	973.00
OROZCO	MARISA A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/24/95	92.00
ORTA	RUBEN	POLICE OFFICER	FOURTEENTH DISTRICT	5/16/95	7340.93
ORTIZ	BRADUL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/14/93	1365.00
OVERSTREET	MICHAEL E	POLICE OFFICER	SEVENTH DISTRICT	3/04/95	105.00
OWENS	JEANETTE	POLICE OFFICER	FIFTEENTH DISTRICT	6/06/95	117.00
PAIGE	EDWARD W	POLICE OFFICER	THIRD DISTRICT	3/08/95	274.43
PARISI	JOSEPH S	POLICE OFFICER	TWENTIETH DISTRICT	5/23/95	423.41
PARKER	ANTHONY	POLICE OFFICER	ELEVENTH DISTRICT	5/06/94	130.00
PARKER	DAVID J	POLICE OFFICER	NINETEENTH DISTRICT	5/30/95	60.39
PARRA	ARTHUR	POLICE OFFICER	UNKNOWN	2/01/95	2056.77
PASCALO	LORI A	POLICE OFFICER	TWENTIETH DISTRICT	6/03/95	383.65
PAYTON	THOMAS R	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/30/95	460.00
PAYTON	THOMAS R	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/29/95	1138.25

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PEARSON	BRUCE W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/07/94	80.00
PECK	JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	4/18/95	875.00
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	544.00
PEDERSON	KEVIN	POLICE OFFICER	FOURTH DISTRICT	10/15/94	360.00
PENTIMONE	JERRY J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/16/95	114.00
PEREZ	GEORGE A	POLICE OFFICER	TENTH DISTRICT	6/01/95	362.85
PEREZ	GEORGE A	POLICE OFFICER	TENTH DISTRICT	6/28/95	1251.20
PETRENKO	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	6/17/95	80.00
PETTIS	CHRISTOPHER	POLICE OFFICER	THIRD DISTRICT	5/31/95	168.00
PHILLIPS	EDWARD	POLICE OFFICER	FIFTH DISTRICT	5/03/95	211.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92	830.00
PIAZZA	PETER J	POLICE OFFICER	FOURTH DISTRICT	7/21/94	125.26
PIERCE	TERRENCE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/95	350.00
PIERSON	HOWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/95	74.00
PIERZCHALSKI	MARYANN	POLICE OFFICER	THIRD DISTRICT	3/11/95	197.00
PIESIECKI	STANLEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/11/95	60.39
PIETRUSZKA	KEVIN M	POLICE OFFICER	NINETEENTH DISTRICT	5/07/95	32.00
PIZANA	MODESTO	POLICE OFFICER	FOURTH DISTRICT	5/31/95	60.39
PRAH	JAMES	POLICE OFFICER	TENTH DISTRICT	4/22/95	2144.00
PREROST-SCHLOSS	ALLISON J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/95	185.00
PRICE	DOROTHY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/95	277.00
RAKE	ELLEN F	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/13/94	1641.00
RAPA	BRUCE J	POLICE OFFICER	TWENTIETH DISTRICT	1/04/95	400.00
RAWLS-JUNIOR	TANYIA	POLICE OFFICER	SECOND DISTRICT	6/17/95	3098.00
REID	CARL E	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/17/93	50.00
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	3/19/95	98.00
RESTIS	LAURA A	POLICE OFFICER	SEVENTEENTH DISTRICT	6/18/95	882.00
REYES	RICARDO	POLICE OFFICER	ELEVENTH DISTRICT	10/31/93	25.00
REYES	ROGER	POLICE OFFICER	TENTH DISTRICT	4/06/82	729.40
RICE	BRET	POLICE OFFICER	FIFTEENTH DISTRICT	5/11/95	283.51
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	8/30/93	93.98
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	5/08/95	168.90
RICHARDS	MARK	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/27/95	709.29
RICHARDSON	EDWARD J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/95	1250.00
RIHANI	STEVEN J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/27/95	184.00
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	2/23/95	597.00
RIVERA	NOLAND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/23/95	32.00
RIVERA	NORBERT A	POLICE OFFICER	FOURTEENTH DISTRICT	2/03/95	108.50
ROBBINS	MICHAEL A	POLICE OFFICER	THIRD DISTRICT	9/10/94	6420.05
ROBERTS	CHRISTINE D	POLICE OFFICER	SEVENTEENTH DISTRICT	5/21/95	1163.20
ROBERTS	JOHN F	POLICE OFFICER	TRAINING DIVISION	12/06/94	52.00
RODRIGUEZ	ABNER	POLICE OFFICER	SIXTEENTH DISTRICT	4/07/95	32.00
RODRIGUEZ	MARCELO	POLICE OFFICER	FOURTEENTH DISTRICT	5/27/95	272.35
ROKOS	RONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/95	6336.71
ROLLINS	ALLAN	POLICE OFFICER	SIXTH DISTRICT	4/15/95	361.00
ROMANOWSKI	ANTHONY	POLICE OFFICER	NINTH DISTRICT	6/23/94	95.00
RONAN	SEAN	POLICE OFFICER	THIRTEENTH DISTRICT	2/28/95	332.00
ROSE	WILLIAM	POLICE OFFICER	TWENTIETH DISTRICT	6/18/95	379.75
ROSINSKI	DENNIS L	POLICE OFFICER	PARKING ENFORCEMENT UNIT	2/20/95	2394.14

CITY OF CHICAGO

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ROUNDS	DEBRA	POLICE OFFICER	FIFTH DISTRICT	6/10/95	125.00
ROWAN	JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/23/89	166.00
RUBEL	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	8/25/94	2626.55
RUCKER	AARON D	POLICE OFFICER	SEVENTH DISTRICT	5/09/95	239.95
RUER	SHERWIN	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	6/17/95	24.91
RUIZ	GILBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	6/05/95	2048.60
RUIZ	ROBERT M	POLICE OFFICER	THIRD DISTRICT	4/30/95	577.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	225.00
RUSSELL	ROBBIE	POLICE OFFICER	SIXTH DISTRICT	9/09/93	247.50
RYAN	KEVIN	POLICE OFFICER	FIFTH DISTRICT	4/22/95	178.00
RYAN	KEVIN G	POLICE OFFICER	SEVENTEENTH DISTRICT	4/14/95	27.00
RYAN	LAWRENCE G	POLICE OFFICER	SEVENTEENTH DISTRICT	1/20/95	159.93
RYBKA	BRIAN J	POLICE OFFICER	NINETEENTH DISTRICT	2/24/95	349.00
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	1/30/95	347.00
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	4/27/95	3461.00
RYDBERG	SUSAN E	POLICE OFFICER	SEVENTH DISTRICT	6/28/95	327.81
SADDLER	PRESTON L	POLICE OFFICER	PARKING ENFORCEMENT UNIT	4/15/95	62.00
SALINAS	GUADALUPE	POLICE OFFICER	TRAINING DIVISION	5/31/95	130.00
SALUSTRO	LINDA F	POLICE OFFICER	TWENTIETH DISTRICT	4/21/95	926.40
SALVATORE	CHARLES W	POLICE OFFICER	EIGHTH DISTRICT	6/18/94	79.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	1713.96
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/17/94	115.00
SANGIRARDI	FELICE	POLICE OFFICER	FIRST DISTRICT	11/18/78	5634.12
SASSO	KATHRYN	POLICE OFFICER	EIGHTEENTH DISTRICT	12/29/94	195.00
SASSO	KATHRYN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/19/87	472.00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	850.00
SCHATZEL	ROBERT M	POLICE OFFICER	BOMB AND ARSON SECTION	5/16/95	93.00
SCHLEDER	EUGENE F	POLICE OFFICER	TENTH DISTRICT	5/16/95	908.96
SCHODTLER	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	1957.00
SCHUBERT	ALFRED C	POLICE OFFICER	EIGHTH DISTRICT	6/07/95	90.00
SCHULD	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/03/93	335.00
SCHULTZ	RONALD	POLICE OFFICER	SIXTEENTH DISTRICT	4/06/95	18.00
SCHWAB	JOHN J	POLICE OFFICER	TWELFTH DISTRICT	4/16/95	4.53
SCHWIEGER	STEVE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/28/95	205.23
SEAGREN	SARA A	POLICE OFFICER	NINETEENTH DISTRICT	5/21/95	60.39
SHAW	JOSEPH H	POLICE OFFICER	SEVENTH DISTRICT	5/31/95	187.20
SHEAR	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	6/03/95	243.00
SHEEHAN	JOHN J	POLICE OFFICER	FIRST DISTRICT	12/09/93	280.00
SHERWOOD	BRIAN	POLICE OFFICER	SEVENTH DISTRICT	6/13/95	166.20
SHIELDS	TERRENCE M	POLICE OFFICER	TWELFTH DISTRICT	3/05/95	99.39
SHINNERS	RICHARD J	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/26/94	1594.00
SHOUP	STEPHEN L	POLICE OFFICER	FIFTH DISTRICT	5/22/95	148.00
SILVA	ALEJANDRO	POLICE OFFICER	ELEVENTH DISTRICT	12/12/94	228.40
SLAUGHTER	RONALD	POLICE OFFICER	NARCOTICS SECTION	6/01/95	78.00
SLAUGHTER JR	HERMAN E	POLICE OFFICER	SIXTH DISTRICT	3/29/95	426.22
SMITH	DAINA J	POLICE OFFICER	NINTH DISTRICT	5/09/95	11.99
SMITH	PATRICK	POLICE OFFICER	SIXTH DISTRICT	2/01/93	182.32
SMITKA	ROBERT M	POLICE OFFICER	NARCOTICS SECTION	11/28/94	782.00
SOFERE	JOHN R	POLICE OFFICER	RECRUIT TRAINING	5/04/95	336.92

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SOLAVA	JUDITH M	POLICE OFFICER	SEVENTH DISTRICT	4/28/94	397.00
SOTI	SCOTT P.	POLICE OFFICER	TWELFTH DISTRICT	12/24/94	348.00
SPEDALE	JOSEPH A	POLICE OFFICER	FIFTEENTH DISTRICT	8/27/94	31695.22
SPENCER	EDDIE	POLICE OFFICER	SIXTH DISTRICT	12/09/94	60.00
SPRAGGINS	JABULANI CLAREN	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	2/25/95	29.00
STAMPLEY	ERIC E	POLICE OFFICER	SEVENTH DISTRICT	4/22/95	332.81
STANFORD	MILAN	POLICE OFFICER	FIFTH DISTRICT	5/27/95	195.50
STANKOWICZ	RONALD M	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/94	850.00
STANLEY	ADRIENNE	POLICE OFFICER	TWELFTH DISTRICT	4/23/95	133.24
STARKS	DERECK	POLICE OFFICER	SEVENTH DISTRICT	6/16/95	259.53
STEC	WILLIAM W	POLICE OFFICER	EIGHTH DISTRICT	7/26/94	60.00
STEVENSON	GREGORY L	POLICE OFFICER	TWENTIETH DISTRICT	6/26/95	294.30
STOKES	ALEX	POLICE OFFICER	SEVENTH DISTRICT	6/23/95	283.62
STOLLE	ELLWOOD G	POLICE OFFICER	INTERSECTION CONTROL UNIT	1/25/95	85.00
STRANSKI	THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/95	30.00
STRZALKA	CHRISTOPHER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/21/95	421.67
STRZEPEK	STEVE	POLICE OFFICER	TWENTIETH DISTRICT	4/27/95	3474.27
SULEIMAN	MAHER I	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/95	240.76
SULLIVAN	DANIEL J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/02/95	265.00
SWEENEY	PAUL	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	74.00
SZURA	WILLIAM	POLICE OFFICER	TENTH DISTRICT	12/12/92	140.00
TAGLIOLI	THOMAS	POLICE OFFICER	NINTH DISTRICT	11/18/94	55.00
TATE	TYRONE	POLICE OFFICER	NINETEENTH DISTRICT	1/16/95	1591.44
TAYLOR	ALBERT	POLICE OFFICER	SEVENTH DISTRICT	4/07/95	63.00
TAYLOR	RENDELLA D	POLICE OFFICER	UNKNOWN	3/20/95	45.00
TERESI	RICHARD S	POLICE OFFICER	RECRUIT TRAINING	10/10/94	69.00
TERRELL	JAMES P	POLICE OFFICER	EIGHTH DISTRICT	5/21/95	115.15
THOMAS	CURTIS	POLICE OFFICER	SIXTH DISTRICT	3/31/95	916.00
THOMAS	JAMES M	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/94	250.00
THOMPSON	BRIAN	POLICE OFFICER	SECOND DISTRICT	2/19/95	901.70
TOMACELLI	SERGEO	POLICE OFFICER	OHARE LAW ENFORCEMENT	6/08/95	1028.50
TORRES	IGNACIO	POLICE OFFICER	TWELFTH DISTRICT	6/10/95	122.39
TOWNSEL	VELVET	POLICE OFFICER	NINTH DISTRICT	6/05/95	196.39
TREPELAS	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	5/04/95	341.75
TRIANTAFILLO	GEORGE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/19/93	175.00
TUPYCIA	JUNE	POLICE OFFICER	TWENTIETH DISTRICT	6/30/95	150.00
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94	113.50
VALENTINO	MICHAEL G	POLICE OFFICER	FOURTEENTH DISTRICT	1/21/95	599.00
VALENTINO	MICHAEL G	POLICE OFFICER	FOURTEENTH DISTRICT	6/28/95	336.80
VELEZ	LOUIS A	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/09/78	477.50
VILLA	JOHN	POLICE OFFICER	NINTH DISTRICT	6/28/95	428.32
VOIGHT	WILLIAM M	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/15/95	60.00
WALICZEK	EDWARD	POLICE OFFICER	TENTH DISTRICT	4/08/92	201.00
WALKER	DANTE S	POLICE OFFICER	THIRD DISTRICT	5/19/95	29.00
WALKER	WILLIE	FIREFIGHTER	UNKNOWN	7/04/92	1894.01
WALLACE	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	11/23/94	364.99
WALSH	JAMES M	POLICE OFFICER	YOUTH DIVISION AREA TWO	6/04/95	505.72
WARD	MICHAEL D	POLICE OFFICER	FOURTEENTH DISTRICT	5/20/95	199.59
WARE	AUSTIN	POLICE OFFICER	UNKNOWN	11/18/94	4292.00

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WARREN	HAROLD E	POLICE OFFICER	FOURTH DISTRICT	4/26/95	1432.50
WASHINGTON	JAMES H	POLICE OFFICER	FIFTH DISTRICT	6/04/95	328.50
WASHINGTON	PHILLIP	POLICE OFFICER	SIXTH DISTRICT	6/11/95	35.00
WASIK-GOMOLSKI	CHRISTINE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/21/94	1575.00
WATSON	STERLING	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/02/95	319.80
WATTS	VAN	POLICE OFFICER	THIRD DISTRICT	3/27/95	78.00
WEGNER	EDWARD T	POLICE OFFICER	UNKNOWN	5/05/95	192.00
WENDLANDT	JAMES W	POLICE OFFICER	NINTH DISTRICT	4/03/95	232.00
WENDT	ALBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/28/95	402.03
WESTLEY	MARVIN R	POLICE OFFICER	SIXTH DISTRICT	1/10/95	155.00
WHITE	GREGORY	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/15/95	158.00
WHITE	LESTER	POLICE OFFICER	NINTH DISTRICT	1/12/95	90.00
WHITEHEAD	WILLIE	POLICE OFFICER	SIXTH DISTRICT	3/28/95	325.00
WICKRAMASEKERA	CHARLES T	POLICE OFFICER	TWENTIETH DISTRICT	5/04/95	362.25
WILINDEZ	JOAQUIN	POLICE OFFICER	THIRD DISTRICT	4/25/95	217.87
WILKINSON	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	6/03/95	98.10
WILLIAM	LUNYE	POLICE OFFICER	SIXTH DISTRICT	2/26/95	90.00
WILLIAMS	DEBORAH	POLICE OFFICER	RECRUIT TRAINING	4/02/95	310.45
WILLIAMS	EDGAR	POLICE OFFICER	UNKNOWN	5/02/95	850.00
WILLIAMS	TROY V	POLICE OFFICER	SECOND DISTRICT	6/28/95	455.00
WILSON	DAVID	POLICE OFFICER	FIRST DISTRICT	6/04/95	994.20
WINES	VELVA J	POLICE OFFICER	RECRUIT TRAINING	4/11/95	168.00
WINSBERG	JERI L	POLICE OFFICER	FIRST DISTRICT	4/13/95	85.00
WISNIEWSKI	GARY	POLICE OFFICER	EIGHTH DISTRICT	6/21/95	380.32
WISNIEWSKI	JAMES S	POLICE OFFICER	TENTH DISTRICT	5/14/94	134.96
WORD	HOSEA	POLICE OFFICER	SIXTH DISTRICT	6/03/95	486.58
WORTHAM	BERNARD	POLICE OFFICER	THIRD DISTRICT	3/29/95	128.00
WOZNIAK	LEE	POLICE OFFICER	NINTH DISTRICT	2/06/95	480.00
WOZNICKI	LAWRENCE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/30/95	45.00
WYSINGER	ALFONZA	POLICE OFFICER	NARCOTICS SECTION	2/20/95	366.00
YOUNG	RAY W	POLICE OFFICER	NINETEENTH DISTRICT	6/14/95	88.28
ZADROZNY	ROBERT P	POLICE OFFICER	RECRUIT TRAINING	1/08/95	5619.04
ZIOLKOWSKI	BERNICE J	POLICE OFFICER	ELEVENTH DISTRICT	5/05/95	170.85
ZITO	GREGORY	POLICE OFFICER	NINETEENTH DISTRICT	4/20/86	210.00
ZOLLER	RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/04/88	80.00
ZUELKE	GARRY	POLICE OFFICER	NINTH DISTRICT	5/08/95	439.39
ZUNIGA	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	5/07/95	519.00
AMBROSE	CHRISTOPHER M	PARAMEDIC	UNKNOWN	7/31/95	27.00
BEARD	LISA	PARAMEDIC	AMBULANCE 23	7/11/95	1437.50
BIRMINGHAM	SCOTT	PARAMEDIC	AMBULANCE 14	7/06/95	910.00
BLACKAMORE	DWAYNE	PARAMEDIC	UNKNOWN	3/23/95	46.00
BUTLER	CHARLES	PARAMEDIC	UNKNOWN	7/11/95	161.00
CAVALETTI	MARK	PARAMEDIC	AMBULANCE 45	7/13/95	192.00
CHISESI	VINCENT J	PARAMEDIC	AMBULANCE 13	6/14/95	708.06
CIARA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 101	7/15/95	241.20
COSGROVE	WILLIAM	FIREFIGHTER	UNKNOWN	6/15/95	803.00
CUMMENS	JAMES	PARAMEDIC	UNKNOWN	7/18/95	85.00
DALCERRO	GENO	FIREFIGHTER	TRUCK 19	5/25/95	54.00
DONATELLI	RONALD	LIEUTENANT	TRUCK 38	3/21/94	829.50

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FABRIZIO	NICHOLAS	LIEUTENANT	DISTRICT RELIEF 2	6/25/95	146.00
FATA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 56	7/26/95	1481.67
FERENZI	ANTHONY	PARAMEDIC	AMBULANCE 11	7/16/95	85.00
FITZPATRICK	PETER	CAPTAIN	ENGINE COMPANY 83	7/21/95	714.19
FITZPATRICK	ROBERT	FIREFIGHTER	TRUCK 3	6/15/95	4733.16
GALLAGHER	GERALD	FIREFIGHTER	ENGINE COMPANY 55	5/03/95	60.00
GIBSON	DOMINIC	FIREFIGHTER	TRUCK 58	7/15/95	2160.00
GONZALEZ	JAIME	FIREFIGHTER	TRUCK 5	1/12/95	5946.39
GRABER	JOSEPH	LIEUTENANT	TRUCK 10	3/19/95	5439.60
HARPER	RUSSELL	FIREFIGHTER	TRUCK 14	11/01/94	590.00
HARTSELL	GEORGE	CAPTAIN	DISTRICT RELIEF 1	3/21/85	15.50
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	375.00
HOEHN	ROBERT	CAPTAIN	TRUCK 28	6/21/95	404.25
HUMPHRIES	CURTIS	FIREFIGHTER	ENGINE COMPANY 120	6/06/95	147.00
KELLER	BRANDON	FIREFIGHTER	TRUCK 27	7/14/95	105.00
KESSELL	JANEEN P	PARAMEDIC	UNKNOWN	12/28/89	107.80
KOFFSKI	RICHARD	ENGINEER	ENGINE COMPANY 95	7/21/95	190.90
KROULAIDIS	JOHN J	FIREFIGHTER	UNKNOWN	7/11/95	85.00
KURCAB	MICHAEL	ENGINEER	ENGINE COMPANY 32	7/01/95	983.00
LA DOUCEUR	PAUL	ENGINEER	TRUCK 25	6/25/95	586.13
LANDERS	ROBERT J	LIEUTENANT	AMBULANCE 19	5/30/95	501.00
LINK	GEORGE	FIREFIGHTER	ENGINE COMPANY 99	7/28/95	458.25
LONERGAN	LAWRENCE	LIEUTENANT	DISTRICT RELIEF 6	7/03/95	135.00
LYMAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 61	5/07/95	788.80
LYNCH	JOHN	LIEUTENANT	ENGINE COMPANY 95	1/07/94	58.00
MARTINEZ	ALBERT	FIREFIGHTER	TRUCK 13	6/04/95	164.00
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 43	7/03/95	184.00
MCELROY	DAVID B	FIREFIGHTER	ENGINE COMPANY 101	7/15/95	429.20
MCMAHON	MICHAEL	ENGINEER	UNKNOWN	6/27/95	431.00
MCNAMARA	WILLIAM	LIEUTENANT	SQUAD 3	2/19/88	64.00
MICHELON	ALBERT	ENGINEER	ENGINE COMPANY 95	4/27/95	138.00
MORRISON	DENNIS	FIREFIGHTER	TRUCK 40	7/03/95	105.00
MULLENHOFF	ALFRED	PARAMEDIC	AMBULANCE 27	1/27/94	1610.00
MUSCOLINO	MICHAEL	FIREFIGHTER	ENGINE COMPANY 7	7/04/95	11274.30
NELSON	DERRICK	FIREFIGHTER	ENGINE COMPANY 39	3/02/95	2068.20
OMALLEY	JOANNE	PARAMEDIC	UNKNOWN	5/30/95	422.00
ORTIZ	ALFREDO	FIREFIGHTER	ENGINE COMPANY 76	7/26/95	121.84
PAGAN	FABIAN	FIREFIGHTER	ENGINE COMPANY 35	7/19/95	139.00
POWELL	JAMES	FIREFIGHTER	TRUCK 37	7/15/95	442.90
POWELL	TYRONE	FIREFIGHTER	ENGINE COMPANY 73	7/22/95	304.00
QUALIZZA	PETER	CAPTAIN	TRUCK 22	7/11/95	332.10
RICH	JAMES	FIREFIGHTER	UNKNOWN	7/22/95	172.00
ROBERTS	DANNY H	FIREFIGHTER	UNKNOWN	1/10/95	1795.00
RONSTADT	SCOTT	PARAMEDIC	UNKNOWN	4/19/95	74.00
SAMPEY	TIMOTHY	FIREFIGHTER	TRUCK 36	6/29/95	15.38
SCHOENECKER	MICHAEL	CAPTAIN	UNKNOWN	7/19/95	255.00
SCHWEIG	THOMAS	FIREFIGHTER	SQUAD 2	7/21/95	422.29
SEAY	LEO	FIREFIGHTER	TRUCK 7	3/24/95	116.00
SOO	KENNETH	LIEUTENANT	DISTRICT RELIEF 2	7/06/95	303.75

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SOTO	MANUEL	FIREFIGHTER	SQUAD 1	7/16/95	85.00
STUTZ	EDWARD	FIREFIGHTER	TRUCK 49	7/31/95	382.00
SULLIVAN	DENNIS	ENGINEER	ENGINE COMPANY 47	4/25/95	181.80
SUTHERLAND	JOHN	FIREFIGHTER	ENGINE COMPANY 60	11/03/94	2246.40
VANHORN	TODD	FIREFIGHTER	ENGINE COMPANY 14	7/27/95	168.00
VIVERITO	FREDERIC	CAPTAIN	TRUCK 55	7/23/95	978.00
VOGENTHALER	THOMAS	FIREFIGHTER	SQUAD 1	7/23/95	114.00
WILFERT	KENNETH	PARAMEDIC	UNKNOWN	12/23/89	85.00
WILLIAMS	EDWARD	FIREFIGHTER	TRUCK 27	7/04/95	1494.00
WOODSON	ANGELA	PARAMEDIC	UNKNOWN	6/22/95	74.00

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appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 7978 through 7981 of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

(Continued on page 7982)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACOSTA	JUAN	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	586.85
ADAMS	MICHAEL A	POLICE OFFICER	SECOND DISTRICT	5/02/94	25.00
AHMED	MAURICE Y	POLICE OFFICER	SIXTH DISTRICT	4/20/95	410.00
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	975.00
ANSELMO	JAMIE	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/95	592.00
BAHR	KEVIN Y	POLICE OFFICER	MARINE UNIT	1/11/95	3364.00
BANASZKIEWICZ	RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/93	4648.00
BARILEAU	THOMAS J	POLICE OFFICER	SIXTEENTH DISTRICT	10/08/94	30.00
BARNES	DONALD E	POLICE OFFICER	FIRST DISTRICT	4/09/95	85.00
BATKA	JAMES J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/13/94	952.50
BERRY	JOSEPH	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/03/95	760.20
BERRY	SHARNELL L	POLICE OFFICER	SEVENTH DISTRICT	6/05/95	60.00
BETTS	DWAYNE	POLICE OFFICER	SIXTH DISTRICT	6/28/95	1210.00
BIELECKI	LEE C	POLICE OFFICER	NARCOTICS SECTION	6/23/95	144.50
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	4/10/94	375.00
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	1438.20
BOWER	BEVERLY	POLICE OFFICER	NINETEENTH DISTRICT	6/07/95	117.32
BRADY	BRUCE E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/25/95	370.80
BROGAN	JAMES W	POLICE OFFICER	FIRST DISTRICT	8/05/92	850.00
BROWN	DEBRA A	POLICE OFFICER	SEVENTH DISTRICT	6/17/95	850.00
CABALLERO	RAYMOND	POLICE OFFICER	TENTH DISTRICT	5/16/95	367.37
CAPORUSSO	AUGUST J	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	10/27/70	1434.00
CASASANTO	PAUL J	POLICE OFFICER	EIGHTH DISTRICT	3/19/95	63.00
CASEY	LAWRENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	2/14/95	990.00
CAVIN	DARYL	POLICE OFFICER	FOURTH DISTRICT	11/21/94	946.00
CHAO	JOSE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/01/95	147.00
CLARK	LLOWYN R	POLICE OFFICER	SIXTH DISTRICT	6/06/95	413.50
CLISHAM	JOHN	POLICE OFFICER	NINTH DISTRICT	4/30/95	150.24
COLLINS	PHILLIP	POLICE OFFICER	ELEVENTH DISTRICT	5/13/95	256.55
COOPER	RONALD H	POLICE OFFICER	SEVENTEENTH DISTRICT	5/29/95	465.48
COTTON	ANGELA	POLICE OFFICER	FOURTEENTH DISTRICT	6/12/95	2860.00
CRAIG	EUGENE JR	POLICE OFFICER	ELEVENTH DISTRICT	4/02/95	95.00
CRONIN	MICHAEL O	POLICE OFFICER	TENTH DISTRICT	6/25/95	153.09
DALY	KEVIN	POLICE OFFICER	VICE CONTROL SECTION	5/19/95	1950.00
DAVIS	KERRY	POLICE OFFICER	THIRD DISTRICT	10/02/94	353.00
DERAEDT	CRAIG A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/94	1177.38
DOCKS	PATRICIA	POLICE OFFICER	THIRD DISTRICT	1/03/95	1697.00
DOEDEN	MARY EILEEN	POLICE OFFICER	TWENTIETH DISTRICT	4/20/95	126.00
FILICE	DARYL	POLICE OFFICER	NINTH DISTRICT	12/13/94	1860.00
FINLON	JOEL	POLICE OFFICER	EIGHTH DISTRICT	3/19/95	63.00
FLAHERTY	JAMES L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/12/89	1103.30
FOLEY	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	1/10/93	91.00
FOSTER	REGINALD E.	POLICE OFFICER	FOURTEENTH DISTRICT	6/28/95	186.40
FRANCO-DELRASO	LUCIA E	POLICE OFFICER	TENTH DISTRICT	2/06/94	325.00
FRIEDMAN	STEVEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/17/95	8286.41
GANISON	WILLIE G	POLICE OFFICER	SEVENTH DISTRICT	8/24/90	807.70
GARCIA	CESAR	POLICE OFFICER	RECRUIT TRAINING	6/27/95	338.40
GASKI	GARY	POLICE OFFICER	NINETEENTH DISTRICT	3/11/95	1250.00
GAWLICKI	LISA M	POLICE OFFICER	ELEVENTH DISTRICT	5/13/95	308.25

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GONZALEZ	ROBERTO	POLICE OFFICER	TENTH DISTRICT	10/16/94	289.50
GREEN	MARY ANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/24/94	669.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	1370.00
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	327.00
HARDY	WADELL	POLICE OFFICER	SIXTH DISTRICT	2/15/95	90.00
HARRIS	BENNIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/95	975.00
HAWTHORNE	CASSANDRA	POLICE OFFICER	EIGHTH DISTRICT	11/13/94	3190.00
HENSON	CHARLES B	POLICE OFFICER	SEVENTH DISTRICT	4/02/95	115.00
HOLLOWAY	DAVID	POLICE OFFICER	EIGHTEENTH DISTRICT	5/08/95	88.00
HOPKINS	WILL E	POLICE OFFICER	SIXTH DISTRICT	8/10/94	77.00
HUERTAS	VICTOR	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/95	193.00
HUSAR	RALPH	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/95	2805.00
HYBL	RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/95	1950.00
IGESS	VICKI	POLICE OFFICER	SEVENTH DISTRICT	8/08/94	1860.32
JAKS	BARBARA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/26/94	1588.00
JESIONOWSKI	DALE R	POLICE OFFICER	NINTH DISTRICT	4/30/95	63.00
KENNEALY	JAMES T	POLICE OFFICER	DETAIL UNIT	7/12/94	490.75
KING	CORNES JR	POLICE OFFICER	SIXTH DISTRICT	3/25/95	1051.58
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	66.70
KOSZ	EDMUND	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	6922.00
LAZZARA	STEVE	POLICE OFFICER	TENTH DISTRICT	6/22/95	766.90
LIGHTFORD-DRAPER	MAMIE F	POLICE OFFICER	NINETEENTH DISTRICT	5/30/95	1041.39
LOTTMAN	ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/95	49.00
LUBOMSKI	JOSEPH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/01/95	281.99
LYNCH-GREEN	DENISE	POLICE OFFICER	TWELFTH DISTRICT	4/29/95	755.00
MAC	VALERIA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/11/95	70.00
MADSEN	ERIK	POLICE OFFICER	RECRUIT TRAINING	2/15/95	99.00
MALCYZK	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/95	30.00
MANNING	MARVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	135.00
MANNION	PHILLIP E	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	6/12/95	678.84
MARSHALL	SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/03/94	2413.00
MASSEY	MARSHALL T	POLICE OFFICER	SIXTH DISTRICT	6/26/95	779.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	76.50
MCCARTHY	ROBERT	POLICE OFFICER	FIRST DISTRICT	4/17/95	1075.00
MCHUGH	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	5/21/95	11959.00
MCLAIN	RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	629.60
MELCHIORI	PATRICK	POLICE OFFICER	TWENTIETH DISTRICT	1/29/94	4723.60
MIERNICZAK-GADZINSKI	ANNETTE M	POLICE OFFICER	FOURTH DISTRICT	4/18/95	127.98
MILLER	GREGORY	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	5/18/95	458.00
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	4830.90
MILLER	STEPHEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/95	490.00
MILLER	STEVEN W	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/95	1990.00
MINT	RICHARD R	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	356.00
MONTECINOS	JOY A	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/95	2310.00
MUNGER	ROBERT	POLICE OFFICER	NINETEENTH DISTRICT	6/07/95	101.90
MURRAY	JOHN M	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/94	140.00
OBRECKI	ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/04/95	137.00
PADILLA	LOUIS	POLICE OFFICER	FIFTH DISTRICT	11/17/93	10172.27
PARELLO	DENNIS J	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/28/95	89.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PARISI	AMIE	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	9/15/92	655.00
PEREZ	MARIO JR	POLICE OFFICER	FIRST DISTRICT	4/02/94	245.00
PETERSON	STEVEN L	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	1/11/95	184.00
PHILLIPS	SAMELLA	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	1/15/94	136.00
PIERSON	KATHRYN	POLICE OFFICER	NINETEENTH DISTRICT	5/29/95	363.00
PIERZCHALSKI	MARYANN	POLICE OFFICER	THIRD DISTRICT	6/17/95	349.90
PISTELLO	BERNARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/03/94	3225.65
PLOTKE JR	RICHARD J	POLICE OFFICER	TWENTIETH DISTRICT	6/27/95	523.80
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	3/05/93	1380.00
PORTER	ATTANASSIO	POLICE OFFICER	SIXTH DISTRICT	6/26/95	501.00
POVOLO	JAMES R	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	4212.93
POWELL	ANTHONY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/25/93	386.00
PRAMPIN	GERALD R	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/95	975.00
QUATTROCCHI	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/11/95	470.87
RAPIER	ROSIE	POLICE OFFICER	THIRD DISTRICT	10/15/92	197.77
RAPP	MARLENE	POLICE OFFICER	TENTH DISTRICT	4/26/95	91.07
RAY	THOMAS L	POLICE OFFICER	FOURTH DISTRICT	1/17/95	5392.87
REED	LARRY	POLICE OFFICER	SIXTH DISTRICT	6/06/95	90.00
RENAULT-WOERNER	JANINE	POLICE OFFICER	TWELFTH DISTRICT	6/29/94	220.00
RITTER	KENNETH	POLICE OFFICER	TWENTIETH DISTRICT	4/20/95	157.50
ROBINSON	HERMAN	POLICE OFFICER	SIXTH DISTRICT	2/14/95	651.00
RODRIGUEZ	LYDIA E	POLICE OFFICER	RECRUIT TRAINING	6/21/95	99.00
ROSALES	EDWARD	POLICE OFFICER	SIXTH DISTRICT	2/21/95	140.25
ROSEN	WILMA	POLICE OFFICER	SEVENTEENTH DISTRICT	4/07/95	32.00
ROY	DANIEL	POLICE OFFICER	FOURTH DISTRICT	4/18/95	528.50
ROYSTER	THERMON	POLICE OFFICER	NARCOTICS SECTION	4/01/95	172.00
SALMASSI	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/95	343.00
SCOTT	HESTER L	POLICE OFFICER	THIRD DISTRICT	3/01/94	80.00
SEILER	RAYMOND	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/29/95	40.00
SEXTON	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/95	278.00
SIERRA	ALEX	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/95	50.00
SIMANEK	KAREN J	POLICE OFFICER	RECRUIT TRAINING	4/27/95	1531.00
SIMMONS	FREDDIE	POLICE OFFICER	SIXTH DISTRICT	4/20/95	410.00
SIMPSON-BRYANT	SUSAN	POLICE OFFICER	NINTH DISTRICT	11/03/94	112.32
SMITH	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	12/20/94	75.00
SMITH	WALTER	POLICE OFFICER	NARCOTICS SECTION	3/19/95	194.00
SOLIS	MANUEL C	POLICE OFFICER	THIRTEENTH DISTRICT	3/15/95	114.80
SPRINGER	CHARLES	POLICE OFFICER	SIXTH DISTRICT	11/20/94	2805.00
STARKS	DERECK	POLICE OFFICER	SEVENTH DISTRICT	5/18/95	199.02
SUNDBERG	JAMES	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/01/85	80.00
SYKES	RAYMOND	POLICE OFFICER	SEVENTH DISTRICT	3/25/94	1112.00
SZELAG	DIANNE L	POLICE OFFICER	NINETEENTH DISTRICT	8/24/94	1020.00
TARR	HAROLD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/95	98.00
TATHAM	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	101.00
TEFFT	LEON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/95	2200.00
THOMAS	TIMOTHY M	POLICE OFFICER	ELEVENTH DISTRICT	4/02/95	270.00
TITUS-SONNE	KIMBERLY	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/26/95	510.00
TORRES	WANDA I	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	499.00
TRAFICANTI	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	88.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/02/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VARELA	LUIS	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/95	629.35
VELGARA	JULIO	POLICE OFFICER	SEVENTEENTH DISTRICT	5/17/95	1905.60
VLAHOVICH	FRED A	POLICE OFFICER	FOURTH DISTRICT	4/11/95	424.00
WAGNER	WILLIAM J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/12/94	65.00
WARD	PAUL S	POLICE OFFICER	TWELFTH DISTRICT	12/03/94	3536.00
WATSON	HENRY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/22/95	60.00
WATSON	LARRY W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/04/95	120.00
WEBB	JAMES H	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	5/18/95	251.00
WISER	ROBERT E	POLICE OFFICER	SIXTH DISTRICT	2/21/95	386.00
YAMICH	ERNEST R	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/25/95	256.00
YANAGIDATE	ALAN	POLICE OFFICER	AUTO THEFT SECTION	5/26/95	1534.63
ZEGA	JAMES E	POLICE OFFICER	FOURTH DISTRICT	4/11/95	629.50
ZUREK	GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/95	396.50
BROWN	ANDRE	FIREFIGHTER	TRUCK 40	7/19/95	130.00
BUCKO	GEORGE	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	742.55
HERRING	RODNEY	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	648.45
KOZAK	TED	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	799.20
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	155.18
NOWAK	HERBERT	PARAMEDIC	UNKNOWN	10/31/94	691.30
OLEARY	TIMOTHY	PARAMEDIC	UNKNOWN	7/14/95	200.00
ONOROTO	VINCENT	PARAMEDIC	AMBULANCE 21	5/07/95	90.00
PADILLA	SONIA	FIREFIGHTER	UNKNOWN	6/19/95	2175.00
PURDY	PATRICK	ENGINEER	UNKNOWN	6/26/95	1454.50
WRZBSINSKI	HENRY	ENGINEER	ENGINE COMPANY 69	7/16/95	549.15

(Continued from page 7977)

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Property.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Matthew Kai Eng 3227E South Canal Street Chicago, Illinois 60616	9/9/93 3528 South Marshfield Avenue	$860.00 95.00*
Lawrence Madkins 6601 South Claremont Avenue Chicago, Illinois 60636	9/15/93 6601 South Claremont Avenue	21.50 448.50*

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Eleanor R. Daley and Commercial Union Insurance Company 1805 High Point Drive Naperville, Illinois 60563	6/5/95 3536 South Lowe Avenue	$445.00
Edward R. Lefevour Unit 2 908 South Bell Avenue Chicago, Illinois 60612	3/1/95 900 South Bell Avenue	810.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Doris J. Carter 730 East 88th Street Chicago, Illinois 60619	1/27/94 East 88th and South Dr. Martin Luther King, Jr. Drive	$ 77.00*
Regina Dove 5720 West Race Avenue Chicago, Illinois 60644	3/2/94 630 North Long Avenue	132.00*
Vickie Giannakopoulis Unit 18B 5855 North Sheridan Road Chicago, Illinois 60660	2/12/94 5650 North Ridge Avenue	210.00
Richard A. Havlik 2nd Floor 3631 Grand Boulevard Brookfield, Illinois 60513	3/29/94 2500 West Ogden Avenue	142.00
Violet Hruby Apartment 10-E 5740 North Sheridan Road Chicago, Illinois 60660	4/21/94 5200 North Clark Street	61.00
Rose A. Lee 7030 South Stony Island Avenue Chicago, Illinois 60649	2/28/94 East 12th and South Michigan Avenue	210.00
Joel M. Levin 2734 West Jarlath Street Chicago, Illinois 60645	3/19/94 West Touhy Avenue near North Albany Avenue	185.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jesus Macias 3120 South Ridgeway Avenue Chicago, Illinois 60623	2/21/94 West 26th and South Central Park Avenue	$ 209.00 150.00*
Lillian Vinette Marshall Apartment 301 1582 Fairway Drive Naperville, Illinois 60563	3/17/94 44 East Congress Parkway	80.00
Catherine Elaine Meehan 1421 Andover Drive Aurora, Illinois 60504	3/13/94 2121 West Adams Street	176.00 25.00*
Oliver Menard, Jr. 1825 West Berenice Avenue Chicago, Illinois 60613	2/27/94 West Addison Street at John F. Kennedy Expressway	95.00*
Lee Edmond Misher 515 Thomas Drive Bolingbrook, Illinois 60440	2/16/94 3700 West Fillmore Street	120.00 100.00*
Bertha L. Moses 328 East 91st Street Chicago, Illinois 60619	1/12/94 2025 East 95th Street	256.00
Demetria Neeley 2354 East 100th Chicago, Illinois 60617	3/11/94 2637 East 89th Street	89.00*
Rent Com, Inc. 3900 North River Road Schiller Park, Illinois 60176	3/3/94 650 West Wayman Street	1,500.00
Marcus Salone 6830 South Bennett Avenue Chicago, Illinois 60649	5/11/93 56th and South Lake Shore Drive	190.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Isaac Barry Smith 9860 South Winston Avenue Chicago, Illinois 60643	1/27/93 West 98th and South Vincennes Avenue and West 55th and South Ashland Avenue	$181.00
Joseph Michael Tarica 100 Picardy Lane Wheeling, Illinois 60090	2/26/94 West Diversey Parkway and North Damen Avenue	61.00
Ignacio Vega, Jr. 2422 Park Avenue North Riverside, Illinois 60546	4/12/94 2821 West Ogden Avenue	216.00
Joyce N. Vitalo 10005 South Cicero Avenue Oak Lawn, Illinois 60453	3/5/94 500 West Monroe Street	49.00 20.00*
Anita Wade 12756 South Emerald Avenue Chicago, Illinois 60628	1/7/94 6956 South Halsted Street	405.00 125.00*
Larry Ward 7945 South Francisco Avenue Chicago, Illinois 60652	2/4/94 West 79th and South Damen Avenue	247.00
Eddie Weathers, Sr. 4323 West 21st Place Chicago, Illinois 60623	2/13/94 7439 South Ashland Avenue	195.00*
Joseph Wosk 2105 Oakton Street Evanston, Illinois 60202	3/12/94 735 West Belmont Avenue	56.50 12.50*

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* To City of Chicago, Bureau of Parking

Personal Damage.

Department Of Transportation/Bureau Of Traffic: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Claire Fisher Apartment 3403 441 East Erie Street Chicago, Illinois 60611	9/6/94 East Grand Avenue and North McClurg Court	$774.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distrubution: Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Walter S. Adolfie, Jr. and State Farm Fire and Casualty 2633 West Addison Street Chicago, Illinois 60618	12/3/94 752 North Kedzie Avenue	$1,165.00
Nicholas Lambropoulos and State Farm Insurance Suite 200 580 Waters Edge Lombard, Illinois 60148	10/14/94 2617 West Winnemac Avenue	965.00
Leonard Lucas 11426 South Fairfield Avenue Chicago, Illinois 60655	9/19/94 11426 South Fairfield Avenue	225.00
Ronald Charles Wilson 2716 Burlinggame Street Detroit, Michigan 48206	10/22/91 North Central Avenue and West Division Street	900.00

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Thomas Hansen and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	12/9/94 6348 West Grand Avenue	$ 648.00
David Sampson and SAFECO Insurance Company P.O. Box 461 St. Louis, Missouri 63166	11/3/94 2300 North Campbell Avenue	1,115.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Mario Perea 2137 West 50th Street Chicago, Illinois 60609	10/28/93 During towing	$307.00*
Eileen Frigo Apartment C 972 West Court Naperville, Illinois 60563	3/24/94 During towing	192.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Timothy J. Gerckens 12200 Old Shelbyville Road Louisville, Kentucky 40243	3/21/94 During towing	$ 88.50
Matthew F. Kennedy 6935 West Wolfram Street Chicago, Illinois 60634	7/7/95 During towing	21.22
Yevgeniy Mikerin 337 Dogwood Terrace Buffalo Grove, Illinois 60089	3/14/94 During towing	817.00
Vera Milosevic Suite 107 1325 West Irving Park Road Bensenville, Illinois 60106	4/8/94 During towing	432.00
Edwin Perez 3037 North Troy Street Chicago, Illinois 60618	3/6/94 During towing	360.00
Private Collection Motors 2457 North Harlen Avenue Chicago, Illinois 60635	3/3/94 During towing	647.00 330.00*
Alan Willard Ruter and State Farm Insurance Company 1500 West Highway 36 St. Paul, Minnesota 55161	1/17/94 During towing	267.00
Mark D. Zatz 40675 Kilbourne Road Wadsworth, Illinois 60083	12/9/93 West Division Street and North Dearborn Street	600.00

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* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ameritech/Illinois Headquarter 2 212 West Washington Street Chicago, Illinois 60606	2/18/94 1811 West 100th Parkway	$605.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Sandra Anderson 653 West 116th Place Chicago, Illinois 60628	2/28/94 653 West 116th Place	$ 568.00
Carol M. Banash 3743 West 69th Place Chicago, Illinois 60629	8/25/94 4384 South Oakley Avenue	1,240.00 260.00*
Francis J. Kondorf 3522 South Paulina Street Chicago, Illinois 60609	7/5/95 2405 West Pershing Road	999.00
Tyrone Newell c/o James Newell 2232 West 157th Place Markham, Illinois 60426	2/25/94 4920 West Jackson Boulevard	1,500.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Willie Thomas and Prudential Property and Casualty Company P. O. Box 957 Horsham, Pennsylvania 19044	2/2/94 9112 South Carpenter Street	$1,325.00 175.00*

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Street Traffic: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Joseph Coleman 7314 South Claremont Avenue Chicago, Illinois 60636	4/2/94 During towing	$230.00 570.00*

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

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.

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* To City of Chicago, Bureau of Parking

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 7993 through 7995 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

(Continued on page 7996)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/02/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ADDISON BLDG. CORPORATION	28	ANNUAL	93	2,100.00	HELEN SHILLER	46
ASTOR TOWERS CONDO. ASSOC.	74	ANNUAL	93	4,934.12	BURTON F. NATARUS	42
BLACKSTONE COURT CONDOMINIUM	13	ANNUAL	93	975.00	BARBARA HOLT	05
BUENA PARK CONDO ASSN. INC.	24	ANNUAL	93	997.18	HELEN SHILLER	46
CARL SANDBURG VILLAGE CONDO		ADJUSTMENT	93	12,504.00	BURTON F. NATARUS	42
CITY COMMONS CONDO ASSOC.	62	SEMI-ANNUAL	93	2,325.00	CHARLES BERNARDINI	43
CLAREMONT NORTH CONDOMINIUMS	32	ANNUAL	93	1,680.00	BERNARD L. STONE	50
DORAL SOUTH CONDOMINIUM ASSN.	60	ANNUAL	93	2,042.80	WILLIAM M. BEAVERS	07
DREXEL AVE & SQUARE CONDO. ASSN	13	ANNUAL	93	975.00	TONI . PRECKWINKLE	04
EAST LAKEVIEW TOWNHOUSE ASSN.	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
EAST OF EDENS CONDOMINIUM	24	ANNUAL	93	1,800.00	MICHAEL A. WOJCIK	30
EAST PARK CONDOMINIUM	15	ANNUAL	93	1,125.00	BARBARA HOLT	05
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	93	525.00	BRIAN G. DOHERTY	41
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL	93	300.00	PATRICK J. LEVAR	45
ELLIS COOPERATIVE	33	ANNUAL	93	2,475.00	TONI . PRECKWINKLE	04
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	93	412.50	BRIAN G. DOHERTY	41
FOUNTAINAIRE CONDOMINIUM	29	SEMI-ANNUAL	93	1,087.50	MICHAEL A. WOJCIK	30
FOUNTAINAIRE CONDOMINIUM	29	SEMI-ANNUAL	93	1,087.50	MICHAEL A. WOJCIK	30
GALLERY CONDOMINIUM ASSN.	16	ANNUAL	93	1,100.00	GINGER RUGAI	19
GARFIELD RIDGE CONDO. ASSN.	12	ANNUAL	93	900.00	MICHAEL R. ZALEWSKI	23
GENESIS II HOUSING COOPERATIVE	27	ANNUAL	93	1,620.00	BARBARA HOLT	05
GLENLAKE COURT CONDO. ASSN.	55	ANNUAL	93	3,690.00	MARY ANN SMITH	48
GRACE SHORE CONDO ASSN	6	ANNUAL	93	450.00	HELEN SHILLER	46
GREENLAWN CONDOMINIUM ASSN.	9	ANNUAL	93	675.00	TONI . PRECKWINKLE	04
GREENWOOD COURT CONDO. ASSN.	22	ANNUAL	93	1,650.00	TONI . PRECKWINKLE	04
HERMITAGE MANOR COOPERATIVE	108	ANNUAL	93	8,100.00	WALTER BURNETT JR.	27
HIGGINS PLACE CONDO. ASSN.	9	ANNUAL	93	675.00	BRIAN G. DOHERTY	41
HIGH RIDGE EAST CONDOMINIUM	14	ANNUAL	93	1,050.00	JOE MOORE	49
HURON & WELLS CONDO. ASSN.	13	ANNUAL	93	975.00	BURTON F. NATARUS	42
HYDE PARK BLVD. CONDO. ASSN.	15	ANNUAL	93	1,125.00	TONI . PRECKWINKLE	04
JEFFERSON HOUSE CONDO ASSOC.	20	ANNUAL	93	1,500.00	THOMAS ALLEN	38
JEFFERSONIAN CONDOMINIUM ASSOC	12	ANNUAL	93	900.00	PATRICK J. LEVAR	45
KEYSTONE COURTS CONDO ASSOC #2		ADJUSTMENT	92	764.95	MICHAEL A. WOJCIK	30
KINGS COURT CONDO ASSOCIATION	42	ANNUAL	93	1,936.00	FRANK OLIVO	13
LAWRENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	93	900.00	BRIAN G. DOHERTY	41
LELAND MANOR CONDO ASSOC.	5	SEMI-ANNUAL	93	187.50	THOMAS ALLEN	38
MALIBU EAST CONDO. ASSOCIATION	498	SEMI-ANNUAL	93	8,915.93	MARY ANN SMITH	48
MASTERCRAFT CONDOMINIUMS	16	ANNUAL	93	1,200.00	CHARLES BERNARDINI	43
MIDWAY CONDO ASSOCIATION	6	ANNUAL	93	450.00	FRANK OLIVO	13
PALMER COURTS ASSOCIATION	12	SEMI-ANNUAL	93	450.00	WILLIAM JP BANKS	36
PARK PLACE III CONDO ASSOC.	18	ANNUAL	93	1,104.00	THOMAS W. MURPHY	18
PARK SHORE EAST COOPERATIVE	148	ANNUAL	93	9,432.00	BARBARA HOLT	05
PAULINA CONDOMINIUM ASSOC.	14	ANNUAL	93	620.00	EUGENE C. SCHULTER	47
PINE GROVE PLACE INC.	12	ANNUAL	93	900.00	HELEN SHILLER	46
PRINTERS ROW CONDO. ASSOC.	98	ANNUAL	93	6,840.00	JESSE GRANATO	01

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/02/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
RAVEN PLACE CONDOMINIUM ASSN.	34	SEMI-ANNUAL 93	1,275.00	BRIAN G. DOHERTY	41
ROCKY LEDGE COOPERATIVE, INC.	60	ANNUAL 93	2,064.00	WILLIAM M. BEAVERS	07
SANS SOUCI CONDO - BOARD OF	36	SEMI-ANNUAL 93	1,350.00	PATRICK J. LEVAR	45
SAVOY CONDO ASSOC.	8	ANNUAL 93	600.00	BURTON F. NATARUS	42
SEMINARY GARDEN CONDOMINIUM	18	ANNUAL 93	1,350.00	CHARLES BERNARDINI	43
SHEFFIELD LILL CONDO ASSN.	20	ANNUAL 93	1,500.00	CHARLES BERNARDINI	43
SHERIDAN-WINONA CONDOMINIUM	12	ANNUAL 93	900.00	MARY ANN SMITH	48
SURFSIDE CONDOMINIUM	188	ANNUAL 93	6,804.80	MARY ANN SMITH	48
TERRA COTTA COMMONS CONDO ASSC	40	ANNUAL 93	1,838.50	CHARLES BERNARDINI	43
THE APPLEVILLE OWNERS ASSC.	132	SEMI-ANNUAL 93	3,625.38	JESSE GRANATO	01
THE BANCROFT CONDOMINIUM	182	ANNUAL 93	10,479.04	BURTON F. NATARUS	42
THE STATE PARKWAY CONDO. ASSN.	160	ANNUAL 93	5,647.45	BURTON F. NATARUS	42
THE 1550 STATE PARKWAY	46	ANNUAL 93	3,208.36	BURTON F. NATARUS	42
VANDERPOELWOOD CONDO ASSOC.	24	SEMI-ANNUAL 93	770.00	GINGER RUGAI	19
VISTA HOMES BUILDING CORP.	118	ANNUAL 93	7,837.88	BARBARA HOLT	05
WEBSTER ON THE PARK	6	ANNUAL 93	450.00	CHARLES BERNARDINI	43
WELLS STREETS STUDIOS CONDO.	10	ANNUAL 93	750.00	CHARLES BERNARDINI	43
WESTGATE CENTER CONDOMINIUM	35	ANNUAL 93	2,290.00	WALTER BURNETT JR.	27
WILLIAMSBURG CONDOMINIUM	18	SEMI-ANNUAL 93	675.00	BRIAN G. DOHERTY	41
WINDSOR COURTS CONDO #2	18	ANNUAL 93	1,350.00	PATRICK J. LEVAR	45
1041-47 BELDEN CONDOMINIUM	12	ANNUAL 93	900.00	CHARLES BERNARDINI	43
1220-22 W. SHERWIN AVENUE	7	ANNUAL 93	525.00	JOE MOORE	49
1901 BISSELL CONDO ASSOC	7	ANNUAL 93	525.00	CHARLES BERNARDINI	43
227-237 EAST DELAWARE PL. CORP	44	ANNUAL 93	3,300.00	BURTON F. NATARUS	42
2728 W. 87TH STREET CONDO	12	ANNUAL 93	673.00	THOMAS W. MURPHY	18
345 WEST FULLERTON PARKWAY	217	ANNUAL 93	2,958.00	CHARLES BERNARDINI	43
3470 N. LAKE SHORE DRIVE CONDO	62	ANNUAL 93	3,828.00	BERNARD J. HANSEN	44
3500 N. LAKE SHORE DRIVE	66	ANNUAL 93	2,764.00	HELEN SHILLER	46
3843 N. NARRAGANSETT CONDO.	8	SEMI-ANNUAL 93	300.00	THOMAS ALLEN	38
400 S. GREEN STREET LOFT	68	ANNUAL 93	5,100.00	JESSE GRANATO	01
415 ALDINE CONDOMINIUM ASSOC.	60	ANNUAL 93	4,500.00	BERNARD J. HANSEN	44
4236 N. KEDVALE CONDO. ASSN.	10	SEMI-ANNUAL 93	325.00	PATRICK J. LEVAR	45
4422-24 N. DOVER CONDO. ASSN.	6	ANNUAL 93	450.00	EUGENE C. SCHULTER	47
4950 POWHATAN BUILDING CORP.	40	ANNUAL 93	1,914.00	TONI PRECKWINKLE	04
5001-07 S. DORCHESTER CONDO.	6	ANNUAL 93	450.00	TONI PRECKWINKLE	04
510 W. FULLERTON CONDO. ASSOC.	48	ANNUAL 93	1,547.01	HELEN SHILLER	46
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL 93	5,626.68	MARY ANN SMITH	48
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL 93	4,674.25	MARY ANN SMITH	48
53RD AND MARYLAND CONDOMINIUM	27	ANNUAL 93	1,593.90	TONI PRECKWINKLE	04
5419 S. MASSASOIT CONDO. ASSN.	11	ANNUAL 93	470.00	MICHAEL R. ZALEWSKI	23
5430 SOUTH MASSASOIT CONDO.	9	ANNUAL 93	434.00	MICHAEL R. ZALEWSKI	23
5445 N. KENMORE HOMEOWNERS ASC	6	ANNUAL 93	450.00	MARY ANN SMITH	48
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL 93	450.00	BARBARA HOLT	05
5485-89 CORNELL AVENUE CONDO.	9	ANNUAL 93	675.00	BARBARA HOLT	05
5553-55 BLACKSTONE CONDO.	5	ANNUAL 93	375.00	BARBARA HOLT	05

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/02/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
5923-25 N. MAGNOLIA CONDO. ASSN	6	ANNUAL	93	450.00	MARY ANN SMITH	48
5940 BUILDING ASSOCIATION	13	ANNUAL	93	975.00	BRIAN G. DOHERTY	41
5989-91 N. NORTHWEST HIGHWAY	9	SEMI-ANNUAL	93	337.50	BRIAN G. DOHERTY	41
6114-16 N. HAMILTON COOP CORP.	6	ANNUAL	93	363.00	PATRICK J O'CONNOR	40
6410-12 GLENWOOD CONDO. ASSN.	6	ANNUAL	93	450.00	PATRICK J O'CONNOR	40
6650 WEST 64TH PLACE CORP.	6	ANNUAL	93	450.00	MICHAEL R. ZALEWSKI	23
6700 W. 64TH PLACE ASSOCIATION	6	ANNUAL	93	450.00	MICHAEL R. ZALEWSKI	23
6718 W. 64TH PLACE CORPORATION	6	ANNUAL	93	450.00	MICHAEL R. ZALEWSKI	23
68TH & OGLESBY CONDO. ASSN.	10	ANNUAL	93	750.00	BARBARA HOLT	05
6820 W. RAVEN CONDO. ASSOC.	12	SEMI-ANNUAL	93	450.00	BRIAN G. DOHERTY	41
708-14 W. WELLINGTON CONDO.	14	SEMI-ANNUAL	93	288.00	BERNARD J. HANSEN	44
7321 SOUTH SHORE DRIVE CO-OP	64	ANNUAL	93	2,978.00	WILLIAM M. BEAVERS	07
75TH ON THE LAKE HOME OWNER'S	84	ANNUAL	93	4,967.10	WILLIAM M. BEAVERS	07
8200 LANGLEY CO-OP APT.	13	ANNUAL	93	900.00	JOHN O. STEELE	06
8200-06 S. JEFFERY CONDO	11	ANNUAL	93	825.00	LORRAINE L DIXON	08

(Continued from page 7992)

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-9148-0938:

[List of claimants printed on page 7998 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on September 11, 1991 and on subsequent dates, sundry claims as follows:

Adi, Jamil

Aguilar, Herman and State Farm Insurance Company

David S. Carrabotta, Attorney and Alissa, Jazza

Almendarez, Nancy and American Ambassador Insurance Company

Azene, Mesfin and General Star Management Company

Bankole, Yome

Barber, James T.

Batteast, Mary

Batts, Eugene

Becovic, Ese

(Continued on page 7999)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BLUMBERG, CHARLOTTE	14-05-211-024-1070	48 SMITH	50.00
BRYSKIN, FLORENCE	10-36-416-044-1003	50 STONE	50.00
CHAIKEN, LILLIAN	10-36-100-011-1077	50 STONE	50.00
EDELSTEIN, SOLLIE	13-02-220-041-8002	50 STONE	50.00
FISCHER, STACIA H.	10-36-206-025-0000	50 STONE	50.00
GOLDSTEIN, HAROLD	14-21-111-007-1022	46 SHILLER	50.00
GORDON, EVA	10-36-118-005-1206	50 STONE	50.00
GREEN, HAROLD	14-08-413-040-1052	48 SMITH	50.00
HAGGBERG, ERIC	11-31-400-051-1028	50 STONE	50.00
HIRSH, GWEN	14-16-300-027-1074	46 SHILLER	50.00
HOCHBERG, FAYE	14-16-301-041-1365	46 SHILLER	50.00
HOROWITZ, ANNE	10-36-117-015-1033	50 STONE	50.00
JACOBSON, SALLY	14-28-207-004-1475	44 HANSEN	50.00
JEFFERSON, HATTIE	20-11-206-058-0000	04 PRECKWINKLE	50.00
JOANIDES, POLIXENE	12-11-119-023-1021	41 DOHERTY	50.00
JONES, LUBERTHA	25-15-218-148-0000	09 SHAW	50.00
JOSEPHSON, STANLEY	11-31-114-022-1009	50 STONE	50.00
KAHN, CLARA	10-36-120-003-1171	50 STONE	50.00
KUZNITSKY, SALLY	10-36-117-015-1043	50 STONE	50.00
LANDAU, BERNARD	17-03-103-028-1201	43 BERNARDINI	50.00
LEVIT, ROSE M.	10-36-100-015-1193	50 STONE	50.00
LEVY, DAVID	10-36-100-011-1155	50 STONE	50.00
MEYER, ERICH	14-16-304-039-1055	46 SHILLER	50.00
MOSAK, FAYE	10-36-118-005-1053	50 STONE	50.00
PRINCE, EARL	10-36-320-052-1001	50 STONE	50.00
RECSETAR, OLGA	14-05-211-021-1011	48 SMITH	50.00
RODGERS, CHARLES D.	13-06-221-033-1008	41 DOHERTY	50.00
ROOZ, CLAIRE	14-21-110-020-1375	46 SHILLER	50.00
SABO, IRENE	12-14-112-025-1011	36 BANKS	50.00
SAITLIN, BEN	10-36-117-015-1072	50 STONE	50.00
SEMERSKE, ERNEST L.	14-16-301-041-1012	46 SHILLER	50.00
SILVER, JEAN	10-36-118-005-1237	50 STONE	50.00
STROM, SYLVIA	14-16-301-041-1384	46 SHILLER	50.00
SWEE, LOUIS E.	10-36-118-005-1092	50 STONE	50.00
VACK, GEORGIA	10-36-117-015-1019	50 STONE	50.00
VANDERMARK, DOROTHY	14-05-403-021-1070	48 SMITH	50.00
WILSON, HELEN	14-21-111-007-1584	46 SHILLER	50.00
WOSHAL, LEAH	11-31-301-031-0000	50 STONE	50.00
		* TOTAL AMOUNT	1,900.00

(Continued from page 7997)

Bey, Koran and United Equitable Insurance Company

Bloomenthal, Leah

Bordelon, Joyce

Bowling, Susie

Brogdon, Cynthia and Illinois Farmers Insurance Company

Burnett, Dwayne

Byrd, H. O. and Allstate Insurance Company

Byrd, Nadine

Campbell, Abalena

Carrillo, Rodolpho

Cegielski, Patricia A.

Cherubin, Giampaolo

Cho, Candise

Colon, Roberto

Considine, Bernard and State Farm Insurance Company

Coria, Juan

Czarnota, Antonette

Damian, Juan Jose

Daniel, Maggie

Daniels, Millord

Daniels, Jesse, Sr.

Davis, Gary

Davison, Betty

Dehmer, Donald R.

Delgado, Antonio B.

Delsol, Stephen Marshall

Diamond, Esther

Dobbins, Walter

Dowdle, Joan and Town and Country Nationwide

Dubow, Marion

Eboli, John

Edwards, Lilla

Elliott, Dorothy and State Farm Insurance Company

Enriquez, Jose

Enterprise Rent-A-Car

Erickson, Emily and Carol Prebil

Eubanks, Leslie J.

Fine, Mary M. and General Casualty Insurance Company

Fiore, Ralph and State Farm Insurance Company

Fish, Theodore William

Foley, William E. and Allstate Insurance Company

Franco, Mario

Frieswyk, Bradley and Allstate Insurance Company

Fuentes, Cecilio and F.A.B. Management

Fullilove, Lillian and Allstate Insurance Company

Garcia, Adam A.

Gascoin, Robert

Greenberg, Julie Marie and State Farm Insurance Company

Grego, Jodi and State Farm Insurance Company

Haboush, Ellen and State Farm Insurance Company

Haeffele, Mark Evan

Hales, Wenderlin and Allstate Insurance Company

Hammond, Gladys

Harris, Lyvoinne

Hickey, David C. and Allstate Insurance Company

Hill, Valerie and Allstate Insurance Company

Hinkle, John and World Wide Insurance Group

Hollins, Rita Toney

Holmes, Valarie M.

Ivy, Emerald and Allstate Insurance Company

Jackson, Randall J.

Jackson, Sharon Joy

Jin, Jian-Fang

Johnson, Donald and MIC General Insurance Corporation

Johnson, Venus M.

Jones, Tony

Jurek, Richard and State Farm Insurance Company

Karlinsky, Nathan and State Farm Insurance Company

Kazmierski, Norman

Kenny, Lorraine

Kirk, Rodney

Klett, Donald

Knaak, Robert Allen

Kongabel, Dawne and Allstate Insurance Company

Kosicki, George

Krasnowski, Joe

Ladao, Ofelia Helband

Lamanti, James J. and Allstate Insurance Company

Lamantia, Vera

Lee, Kang Soo

Lewellen, Sean Terrell

Lewis, Delores Renee

Lewis, Earl

Lister, George and Sandra

Looney, Thomas T.

Lopez, Frank and Anna and State Farm Insurance Company

Major, Donald and State Farm Insurance Company

Marszalek, Violet

McClurkin, Loretta and Allstate Insurance Company

McCoy, Daisey

Mecha, James

Menias, Emad S.

Mennella, Michele

Mingo, Sheri L. and Geico Insurance

Moran, Patricia

Moran, Raymond and State Farm Insurance Company

Moreland, Bessie and Allstate Insurance Company

Nelson, Allie J. and Allstate Insurance Company

Nelson, Carlos and Allstate Insurance Company

Nelson, Craig and Susan Pauletti and State Farm Insurance Company

Oamr, Cuadra

Oliver, Anthony G. and American Family Insurance

O'Neill, Terrence F.

Ortega, John and Allstate Insurance Company

Pantoja, Arturo

Parrilli, William and State Farm Insurance Company

Pena, Irene and State Farm Insurance Company

Perez, Jose and Allstate Insurance Company

Perry, Valarie

Rene's Auto Classics, Inc. and U.S.F.&G. Insurance Company

Riley, Ruthie

Riney, James M.

Rivera, Maria A.

Rodriquez, Jose

Romero, Gregorio

Ross, Robert L. and American Service Insurance Company

Salinas, Margarita and Allstate Insurance Company

Schmitz, Steven W.

Shapiro, Jerrold

Shelton, Cheryl and American Family Insurance Company

Shewan, Frederick

Shuman, Marc

Simmons, Samuel and Marietta and Allstate Insurance Company

Sintic, John and Colonial Penn Insurance Company

Sledge, Palmer

Smerz, Ottilie and Indian Insurance Company

Stettner, Joseph and Allstate Insurance Company

Stevens, Val

Stevenson, Marcus

Tarafa, Gerald M.

The Peoples Gas Light and Coke Company (6)

Titter, Lance Vandry

Tomasik, Ronald and State Farm Insurance Company

Trotter, Gladys M.

Vitale, John

Ward, Esterline

Williams, Korla and Allstate Insurance Company

Wood, William E.

Young, Frenchie B.

Yuen, Jennifer and State Farm Insurance Company,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, October 2 1995.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on September 21, 1995 and on subsequent dates, sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
25th	The Appleville Owners' Association	94-A	9/13/95	Previously submitted
30th	Janis Courts Condo Association	94-A	9/13/95	Previously submitted
30th	Janis Courts Condo Association	94-B	9/13/95	Previously submitted

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF AUGUST, 1995.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of various cases in which judgments were entered or cases were settled during the month of August, 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases was *Placed on File.*

Placed On File -- APPLICATION FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an application for a City of Chicago charitable solicitation (tag day) permit for The Salvation Army, for the period of November 17 through December 24, 1995 (citywide), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed application transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said application and report were *Placed on File.*

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1995 ANNUAL APPROPRIATION ORDINANCE TO REFLECT INCREASE IN GRANT FUNDS RECEIVED FROM FEDERAL AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1995 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1995 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and private agencies for grants to the City for various purposes; and

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

WHEREAS, It is beneficial to the City to appropriate such additional revenues to current grant programs; and

WHEREAS, The City, through its Department of Housing, has been awarded additional grant funds in the amount of Six Million Three Hundred Thousand Dollars ($6,300,000) (the "Housing Grant Funds") by the United States Department of Housing and Urban Development ("H.U.D.") to provide permanent housing and supportive services to homeless and disabled individuals and families (the "Supportive Housing Program"); and

WHEREAS, The Housing Grant Funds will be allocated to three programs approved by H.U.D. and awarded by the Department of Housing to developments based on its review of applications and/or requests for proposals submitted by providers of permanent supportive housing in compliance with federal regulations governing the Supportive Housing Program; and

WHEREAS, The City, through its Department of Health, has been awarded additional grant funds in the amount of Two Thousand Five Hundred Dollars ($2,500) (the "Health Grant Funds") from the Illinois Department of Public Health; and

WHEREAS, The Health Grant Funds will be used by the Department of Health to promote National Breast Cancer Awareness Month; and

WHEREAS, The City, through its Department of Health, has been awarded additional emergency grant funds in the amount of Four Hundred Thousand Dollars ($400,000) (the "Emergency Health Grant Funds") from the Centers for Disease Control; and

WHEREAS, The Emergency Health Grant Funds will be used by the Department of Health to support the City's response to a tuberculosis outbreak on the City's west side; now, therefore,

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

SECTION 1. The sum of Nine Million One Hundred Seventy Thousand Five Hundred Dollars ($9,170,500) not previously appropriated, representing additional awards from agencies of the federal government, has become available for appropriation for the year 1995.

SECTION 2. The sum of Nine Million One Hundred Seventy Thousand Five Hundred Dollars ($9,170,500) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1995, and the Annual Appropriation Ordinance for the Year 1995, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

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

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

Exhibit "A".

Amendments To The 1995 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate of Grant Revenue for 1995		
	Awards from Agencies of the Federal Government	$759,465,073	$768,635,573
47	Department Of Aging:		
	Foster Grandparents	331,000	346,000
53	Department Of Human Services:		
	Head Start	63,711,000	66,164,000

Code	Department And Item	Strike Amount	Add Amount
21	Department Of Housing:		
	Supportive Housing Program		$6,300,000
41	Department Of Health:		
	National Breast Cancer Awareness		2,500
	Multi-drug Resistant T.B. Outbreak Control -- CDC		400,000

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX REVENUE BOND FUNDS, SERIES 1990, NECESSARY FOR BRIDGE MAINTENANCE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 2, 1995.

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 Revenue Bond Funds, Series 1990, necessary for bridge maintenance, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1994), as amended, the City of Chicago (the "City") receives from the Illinois Department of Revenue certain proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Revenues"); and

WHEREAS, The City is authorized by Article 7, Division 2 of the Illinois Highway Code, 605 ILCS 5/7-202, et seq. (1994) (the "Use of Motor Fuel Tax Act") to use Motor Fuel Tax Revenues for one or more purposes relating to the municipal administration of streets, including the payment of any municipal indebtedness incurred in connection with the completion of any improvement or maintenance authorized by the Use of Motor Fuel Tax Act 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 and the 1990 Bonds Series Ordinance (the "1990 Series Ordinance"), each adopted by the City Council of the City on November 28, 1990, the City issued its Motor Fuel Tax Revenue Bonds, Series 1990 (the "1990 Motor Fuel Tax 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 Motor Fuel Tax 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 Motor Fuel Tax Bonds (the "1990 Motor Fuel Tax Bond 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 Motor Fuel Tax Bond 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 Transportation (the "Commissioner") to proceed with the project described below (the "Project") using 1990 Motor Fuel Tax Bond Proceeds:

Project Description	Estimated Cost
Bridge Maintenance	$2,000,000

SECTION 2. The Project is hereby deemed to be within the definition of "Project Purposes".

SECTION 3. The City Comptroller shall establish within the 1990 Project Account (which is also known as Fund No. 381) a separate account for the Project. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said subaccount upon submission of proper approval for such disbursements by the Commissioner. The Commissioner shall not expend or authorize the payment of any vouchers in excess of the balance therein.

SECTION 4. The Department of Transportation (the "Department") shall be permitted to adjust the budget for the Project and reallocate funds in specific line items in said budget with the approval of the Budget Director; provided that the total budget for the Project may not exceed the Estimated Cost set forth in Section 1. The Department shall maintain a separate ledger account for the Project using standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized and detailed for the Project.

SECTION 5. Upon certification of the completion of the Project by the State of Illinois Department of Transportation ("I.D.O.T."), any remaining 1990 Motor Fuel Tax Bond Proceeds shall be returned to the 1990 Project Account.

SECTION 6. The City Clerk is directed to transmit two certified copies of this ordinance to I.D.O.T., Division of Highways, through its District Engineer of District 1.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR REPROGRAMMING OF YEAR XXI COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT OF HOUSING.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 2, 1995.

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 reprogramming of Year XXI Community Development Block Grant Funds within the Department of Housing, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 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 Year XXI Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the amounts indicated and inserting the amounts indicated, as indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Amendments To C.D.B.G. Year XXI Ordinance.

Fund 830 -- Community Development Block Grant Year XXI Funds

Code	Department And Item	Strike Amount	Add Amount
	Department Of Housing -- 21		
	Community Relations -- 2510		
0429	Clerk II	$ 16,596	
1915	Relocation Representative		$ 26,880

Code	Department And Item	Strike Amount	Add Amount
	Program Development -- 2520		
3520	Administrative Assistance II	$ 22,116	
1915	Relocation Representative		$ 26,880
	Planning and Administrative -- 2505, less Turnover	187,125	202,173

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT SPECIFIED LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two orders (under separate committee reports) authorizing the installation of water mains at specified locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone-- 42.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of North Campbell Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,350 feet of 8-inch ductile iron water main in North Campbell Avenue, from West Schubert Avenue to West George Street, at the total estimated cost of $246,187.00 chargeable to the Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01749.

Portion Of South Keeler Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 485 feet of 8-inch ductile iron water main in South Keeler Avenue, from West 40th Street to 427 feet north of the north line of West 40th Street, at the total estimated cost of $87,001.33 chargeable to the Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01746.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLES 1, 2 AND 13 OF MUNICIPAL CODE OF CHICAGO TO STANDARDIZE DEFINITIONS IN BUILDING CODE.

The Committee on Buildings submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was referred on September 13, 1995) regarding standardization of the definition of the building code provisions of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 1-4-090 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

1-4-090 Definitions For Code Provisions.

Unless the context requires other interpretations, the following words and terms are defined for purposes of this code as follows:

(a) "City" means city of Chicago;

(b) "State" means state of Illinois;

(c) "County" means county of Cook;

(d) "City council" means the city council of the city of Chicago;

(e) "Person" means any natural individual, firm, trust, partnership, association, joint venture, corporation or other legal entity, in his or its own capacity or as administrator, conservator, guardian, executor, trustee, receiver or other representative appointed by the court. Whenever the word "person" is used in any section of this code prescribing a penalty or fine as applied to partnerships, associations or joint ventures, the word shall include the members thereof, and as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of the section;

(f) "Public way" means any sidewalk, street, alley, highway or other public thoroughfare;

(g) "Code" means the Municipal Code of Chicago as amended from time to time;

(h) "Building code" or "building provisions of this code" means [all those chapters contained in] Titles 13 *and 14 (excepting Chapters 13-72, 14-4 and 14-46); Chapters 2-22, 5-4, 7-4, 7-28; Article III of Chapter 11-4; Chapters 11-8, 15-8 and 15-12 and Article I of Chapter 15-16; and all other provisions of this code establishing or relating to construction, plumbing, heating, electrical, fire prevention, sanitation, zoning or other health and safety standards relating to structures (except to the extent authority for enforcement and administration is conferred exclusively on*

a department or agency other than the department of buildings or on an officer other than the building commissioner);

(i) "Electrical Code" or "electrical regulations of this code" means Title 14;

(j) "Fire Code" or "fire regulations of this code" means Title 15.

SECTION 2. Section 2-22-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-22-040 Commissioner Of Buildings -- Powers And Duties.

The duties of the commissioner of buildings shall be:

1. (a) To enforce the provisions of [Chapters 4-26, 4-188, 4-200, 4-288, 4-292, 4-352, 5-4, 11-8, 13-4 through 13-212, 14-8 through 14-72, 15-8 through 15-16 and 16-16 of this] *the building* code, including all rules and regulations promulgated thereunder;

(b) To establish a compliance procedure to determine whether violations have been corrected;

2. To examine and approve all plans, and to issue all permits, as may be required by ordinance;

3. To examine, regulate and license the occupations of stationary engineer, supervising electrician, and motion picture operator, and also register electrical contractors and generator operators, all as defined in the code. The commissioner shall have the powers reasonable and necessary to carry out such duties, including, but not limited to:

(a) Preparing forms for applications for examinations;

(b) Preparing forms for license certificates and issuing them in conformity with the provisions of this code;

(c) Preparing subject matter for examination;

(d) Preparing and giving uniform examinations to applicants for licenses which will test their qualifications in their respective professions;

(e) Grading all tests and examinations for licenses;

(f) Prescribing, where appropriate, standards for what shall constitute a recognized college, university, or trade school and determining the conformance to such standards;

(g) Suspending or revoking any license issued under the provisions of this code for cause as set forth in Chapter 4-200 and Chapter 4-288 of this code, or upon determination by him that the licensee or registrant shall have violated any other of the provisions of this code or any of the statutes of the state related to the regulated or registered occupation. However, no license or registration shall be revoked or suspended except after notice and hearing according to rules established by the commissioner consistent with the requirements of due process of law. The commissioner or a hearing officer designated by him shall conduct such hearing as provided by rule. The hearing officer shall receive relevant evidence and may make recommendations to the commissioner who shall render his decision based upon the whole record. The commissioner or a hearing officer designated by him shall have the right to require the production of the books and records of any licensee or registrant upon whom notice of a hearing relating to suspension or revocation has been served;

(h) Keeping a full and correct detailed record of the official proceedings of the commissioner; preserving all documents, books and papers relating to examinations for licenses and hearings of complaints or charges; keeping a record of the names, ages, places of business and residences of all applicants for licenses and the disposition made of the applications, the number issued and rejected; keeping an up-to-date record specifying names and addresses of license holders of this city, including the dates of issuance of all such licenses; keeping a record specifying names, addresses, and dates of licenses suspended or revoked, the cause therefor, and licenses renewed;

4. To establish any other necessary rules and regulations as may be required by this code in furtherance of the powers and duties prescribed herein;

5. To 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 less than 10 days prior to the effective date of the proposed rules 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;

6. To prepare and maintain all other records in addition to those which may be required in paragraph 3(h) of this ordinance or as may be

necessary for the efficient and orderly conduct of the business of the department;

7. To investigate and make recommendations, from time to time, to the mayor, with respect to additions or revisions of this code, as may be necessary for the enforcement and regulation required by this chapter.

SECTION 3. Section 13-8-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-8-070 Disclosure Of Violations -- Notice -- Records -- Investigation Or Inspection Report -- Certificate Of Results -- Fee.

When an investigation or investigations, whether upon complaint or otherwise, disclose the existence of a violation or violations of [Title 17 of this code or of Titles 13,14 and 15 (excluding Chapters 13-14, 13-72 and 14-4), or Chapters 4-120, 5-4, 7-28 and 11-8] *the building provisions* of this code, that are likely to endanger life and safety in cases of this fire, panic, or other accident, or endanger or impair the health of any occupants of any building, structure or place covered by the regulations of this code, the buildings commissioner shall give notice in writing to an owner, agent or registered agent, occupant, lessee or person in possession or control of such building, structure, premises or place to make such changes, alterations or repairs, or to perform such work, or to take such action as the provisions of the code, or the safety or health of any person may require within such time as shall be designated by the buildings commissioner, which shall in no event exceed 15 days after the service of such notice unless the commissioner deems a longer period necessary and reasonable.

In the event that the changes, alterations, repairs or requirements ordered by the notice of the buildings commissioner are not made or performed to the satisfaction of the buildings commissioner within the time specified in the notice, the commissioner may institute enforcement proceedings based on violations of this code by referring the matter to the code enforcement bureau as provided in Chapter 13-14 or to the corporation counsel for prosecution. Nothing in this section shall be construed as prohibiting the referral of violations of this code to the code enforcement bureau or to corporation counsel for prosecution irrespective of whether the notice of violation specified herein was transmitted or received.

The records of such investigations, including inspections of a building, structure, premises and contents thereof, shall be preserved as public records and shall be admissible in an administrative or judicial enforcement proceeding as prima facie evidence as to the contents thereof.

Upon request of the owner or his agent, it shall be the duty of the buildings commissioner to issue or cause to be issued to the owner or his agent, a statement attesting that such building, structure or premises either complies in substantial respects with or is in violation of the building provisions of this code in the respects enumerated, such certificate to be a report of the information contained in the records of the department of buildings and not a finding, estoppel, or legal determination. No person shall use or rely upon the certificate or the information contained therein as a basis for any legal action against the city.

The fee for said certificate shall be payable to the director of revenue and shall be computed as follows:

(a) $100.00 for one dwelling unit and $50.00 for each additional dwelling unit.

(b) $100.00 for inspection by each additional bureau of the department of buildings as requested by the owner or his agent.

SECTION 4. Section 13-10-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-10-010 Definitions.

For the purpose of this chapter, unless the context requires otherwise, the following terms shall be construed as herein defined:

(a) "Building" shall mean a structure, or part thereof, enclosing space designed or used for four or more family units, or designed or used for sleeping accommodations, other than family units, for 10 persons or more, not including buildings licensed under Chapter 4-140 of the Municipal Code of Chicago;

(b) "Code" shall mean [Title 13, 14, 15 or 17 (excluding Chapters 13-72 and 14-4), and Chapters 2-22, 4-120, 5-4, 7-4, 7-28, 11-4 and 11-8 of the Municipal Code of Chicago; and additionally, any other provisions of the Municipal Code of Chicago establishing or relating to construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to buildings] *the building code*;

(c) "Mortgage" shall mean any consensual interest or consensual lien created by a written instrument which grants or retains an interest in realty to secure a debt or other obligation. Real estate installment sales contracts shall be deemed mortgages for the purposes of this chapter; and

(d) "Owner" shall mean the legal title holder or holders of the realty, except (1) if legal title is held by an Illinois Land Trust, owner shall mean the beneficial owner or owners of the trust; and (2) if there is a purchaser or purchasers under a real estate installment sales contract, owner shall mean the purchaser or purchasers. The singular shall include the plural throughout. For the purpose of Section 13-10-030(a) the owner shall mean the legal title holder(s), beneficial owner(s) and contract purchaser(s) of the realty.

SECTION 5. Section 13-12-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-12-010 Scope.

The provisions of this chapter shall apply to [Chapter 11-08 and Titles 13 and 14 inclusive, and to Chapters 4-112, 5-4, 7-28, 15-20 and 15-24 of this code, comprising] the building *provisions*, electrical and fire regulations and minimum standards of living and working conditions of this code. In interpreting and applying said provisions of this code such provisions shall in every instance be held to be the minimum requirements adopted for the protection and promotion of the public health, safety and welfare.

SECTION 6. Section 13-14-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-14-010 Definitions.

As used in this chapter, unless the context requires otherwise:

(a) "Code" shall mean the [provisions of Titles 13, 14 and 15 (excepting Chapters 17-72 and 14-4), Chapters 2-22, 4-120, 5-4, 7-4, 7-28, and 11-4, and Article III of Chapter 11-4 of the Municipal Code of Chicago; and additionally, any other provisions of the Municipal Code of Chicago establishing or relating to construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards, which are administered or enforced by the department of buildings, that are applicable to structures, with the exception of those provisions which by their terms are to be under the exclusive supervision of any department or officer of the city other than the department of buildings commissioner] *the building provisions of this code*;

(b) "Building inspector" shall mean any employee of the city whose duties include the inspection or examination of buildings or other structures in Chicago to determine if code violations exist;

(c) "Building owner" shall mean: (1) the legal title holder or holders of the realty containing a building or other structure; (2) the beneficial owner or owners of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under any real estate installment sales contract if such a contract exists; (4) any person or entity registered as an owner pursuant to Chapter 13-10 of the Municipal Code of Chicago; or (5) a person who contracts with the federal government or any of its agencies, including without limitation the department of housing and urban development, to care for vacant residential real estate;

(d) "Hearing officer" shall mean an employee, agent or officer of the city appointed by the buildings commissioner, other than a building inspector or law enforcement officer, whose duties include, without limitation:

(1) presiding at an administrative hearing to determine whether or not a code violation exists;

(2) administering oaths, hearing testimony and accepting evidence from the building owner, witnesses and interested parties relevant to the existence of a code violation;

(3) preserving and authenticating the transcript and record of the hearing and all exhibits and evidence introduced at the hearing; and

(4) issuing and signing written findings and decisions stating whether code violations exist, and ordering remedies and penalties.

(e) "Parties" shall mean the building owner and the city of Chicago.

SECTION 7. This ordinance shall take effect upon its passage and approval.

AMENDMENT OF TITLES 13 AND 14 OF MUNICIPAL CODE OF CHICAGO TO INSTITUTE TECHNICAL CHANGES RELATED TO ELECTRICAL SYSTEMS.

The Committee on Buildings submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was referred on September 13, 1995) making a series of technical amendments to electrical provisions of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 13-76-080 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

13-76-080 Emergency Electrical Systems.

Emergency electrical systems shall be provided in buildings as follows:

(a) All buildings included in this chapter shall be supplied by a System 2 emergency system that shall supply the elevator required by Section 13-76-130 of this code, all emergency and exit lights, the communication systems required by Section 13-76-050 of this code, the fire command panel required by Section 13-76-030 of this code, and the fire alarm system required by Section 13-76-040 of this code. The System 2 emergency system shall conform with all applicable provisions of Section 14-48-010 of this code.

(b) All buildings over 400 feet above grade shall have a diesel driven emergency generator to supply the fire pumps required by Sections 15-16-770 and 15-16-780 of this code and the elevator required by Section 13-76-130 of this code. The fire pump may be diesel engine operated.

(c) Emergency generators, fire pumps and their controls are to be in a separate two-hour-fire-rated pump room which also may contain the domestic booster pumps. In addition, the electrical controls are to be encased in drip proof enclosures.

(d) All main electric service equipment shall be installed in vaults or approved outdoor locations. The main electric service vaults and main service switch rooms shall be enclosed with three-hour-fire-rated construction. Distribution switchboard rooms shall be enclosed with two-hour-fire-rated construction.

(e) All electric service vaults and main service switchboard rooms located on the lowest level shall be equipped with a sump pump connected to the emergency electrical supply.

(f) All electric risers and shafts serving elevators, emergency and exit lights, voice communication systems and smoke control fans are to be enclosed with two-hour construction and are to include continuous three-inch-high water stops on all sides. *Mineral insulated cable having a two-hour fire resistive classification from a recognized third-party electrical testing laboratory shall be acceptable in retrofit work, provided that distribution panels and control panels are enclosed with construction providing two-hour protection.*

SECTION 2. Section 14-8-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

14-8-010 Definitions.

"Accessible" (as applied to wiring methods) means permanently closed in by the structure or finish of the building; capable of being removed without disturbing the building structure or finish.

"Accessible" (as applied to equipment) means admitting close approach because not guarded by locked doors, elevation or other effective means. (See also "Readily accessible".)

"Ampacity" means current-carrying capacity expressed in amperes.

"Appliance" means an appliance is utilization equipment. It is generally other than industrial; normally built-in standardized sizes and types; installed or connected as a unit to perform one or more functions, such as clothes washing, air conditioning, food mixing, cooking, etc..

"Appliance, fixed" means an appliance which is fastened or otherwise secured at a specific location.

"Appliance, portable" means an appliance which is actually moved, or can easily be moved from one place to another in normal use.

"Appliance, stationary" means an appliance which is not easily moved from one place to another in normal use.

"Approved" means acceptable to the bureau of electrical inspection. Electrical equipment, appliances and devices shall conform with the minimum standards applicable thereto contained in the electrical regulations of this code. In order to avoid the necessity of repetition of examination by different examiners, frequently with inadequate facilities for much work, and to avoid the confusion which would result from conflicting reports, it shall be mandatory that all equipment, devices and appliances covered by the provisions of this code shall be tested, *listed* and [approved] *labeled* by a standard *electrical* testing laboratory, of nationally accepted stature, which [performs services equal to or greater than those performed by the Underwriters Laboratories, Inc.] *has been accepted by the bureau of electrical inspection in accordance with Section 14-64-010 of this code.* In those instances where [it is impossible to receive such an approval] *there is no nationally published standard covering a product to be tested,* the bureau of electrical inspection shall make the determination of acceptability.

"Askarel" means a synthetic nonflammable insulating liquid which, when decomposed by the electric arc, evolves only nonexplosive gases.

"Automatic" means self-acting, operating on its own mechanism, when actuated by some impersonal influence; as, for example, a change in current strength, pressure, temperature or mechanical configuration.

"Bonding jumper" means a reliable conductor to assure the required electrical continuity.

"Branch circuit" means that portion of a wiring system extending beyond the final overcurrent device protecting the circuit.

"Branch circuit, appliance" means a circuit supplying energy to one or more outlets to which appliances are to be connected. Such circuits have no permanently connected lighting fixtures, not a part of an appliance.

"Building" means a structure which stands along or which is cut off from adjoining structures by unpierced fire walls.

"Cabinet" means an enclosure designed either for surface or flush mounting, and provided with a frame, mat or trim in which swinging doors are hung. (See "Cutout box".)

"Circuit breaker" means a device designed to open and close a circuit by nonautomatic means, and to open a circuit automatically on a predetermined overload of current, without injury to itself when properly applied within its rating.

"Communication circuit" means a circuit which is part of a so-called "central station system".

"Concealed" means rendered inaccessible by the structure or finish of the building. Wires in concealed raceways are considered concealed, even though they may become accessible by withdrawing them.

Connector, Pressure (Solderless). "Pressure connector" means a connector in which contact between the conductor and the connector is obtained without the use of solder or means of mechanically applied pressure.

"Controller" means a device, or group of devices, which serves to govern, in some predetermined manner, the electric power delivered to the apparatus to which it is connected.

"Cutout box" means an enclosure designed for surface mounting and having swinging doors or covers secured directly to and telescoping with the walls of the box proper. (See "Cabinet".)

"Dead front" means an enclosure so constructed that accidental contact with live parts will be difficult or impossible when the door of the enclosure is open.

Demand Factor. The demand factor of any system or part of a system is the ratio of the maximum demand of the system, or part of a system, to the total connected load of the system, or of the part of the system under consideration.

"Device" means a unit of an electrical system which is intended to carry but not consume electrical energy.

"Disconnecting device" means a device, group of devices, or other means whereby the conductors of a circuit can be disconnected from their source of supply.

"Dust-ignition proof" means enclosed in such a manner so as to exclude ignitable amounts of dust or amounts which might affect performance or rating and which when installed in conformance with this code will not permit arcs, sparks or heat otherwise generated or liberated inside of the enclosure to cause ignition of accumulations or atmospheric suspensions of a specified dust on or in the vicinity of the enclosure.

"Dustproof" means so constructed or protected that an accumulation of dust will not interfere with its successful operation.

"Dusttight" means so constructed that dust will not enter the enclosing case.

Duty:

"Continuous duty" is a requirement of service that demands operation at a substantially constant load for an indefinitely long time.

"Intermittent duty" is a requirement of service that demands operation for alternate intervals of (1) load and no load; or (2) load and rest; or (3) load, no load and rest.

"Periodic duty" is a type of intermittent duty in which the load conditions are regularly recurrent.

"Short-time duty" is a requirement of service that demands operation at a substantially constant load for a short and definitely specified time.

"Varying duty" is a requirement of service that demands operation at loads, and for intervals of time, both of which may be subject to wide variation.

Electric Sign. (Illuminated). See Section 14-40-010 of this title.

"Enclosed" means surrounded by a case which will protect a person from accidental contact with live parts.

Equipment. A general term including material, fittings, devices, appliances, fixtures, apparatus and the like, used as a part of, or in connection with, an electrical installation.

"Explosion-proof" means enclosed in a case which is capable of withstanding an explosion of a specified gas or vapor which may occur

within it, and of preventing the ignition of a specified gas or vapor surrounding the enclosure by sparks, flashes or explosions of the gas or vapor within, and it must operate at such external temperature that a surrounding flammable atmosphere will not be ignited thereby.

Exposed (as applied to live parts). "Exposed" means that a live part can be inadvertently touched or approached nearer than a safe distance by any person. It is applied to parts not suitably guarded or isolated.

Exposed (as applied to wiring methods). "Exposed" means accessible; not concealed.

"Externally operable (as applied to equipment that is enclosed in a case or cabinet)" means capable of being operated without exposing the operator to contact with live parts.

"Feeder" means any conductors of a wiring system between the service equipment, or the generator switchboard of an isolated plant, and the branch circuit overcurrent device, except those conductors which supply all the current consumed in an individual apartment or living unit in an apartment building or residential-type occupancy.

"Fitting" means an accessory such as a locknut, bushing or other part of a wiring system which is intended primarily to perform a mechanical rather than an electrical function.

"Garage" means a building or portion of a building in which one or more self-propelled vehicles carrying volatile, flammable liquid for fuel or power are kept for use, sale, storage, rental, repair, exhibition or demonstrating purposes, and all that portion of a building which is on or below the floor or floors on which such vehicles are kept and which is not separated therefrom by suitable cutoffs.

"Ground" means a conducting connection, whether intentional or accidental between an electrical circuit or equipment and earth or some conducting body which serves in place of the earth.

"Grounded" means connected to earth or to some conducting body which serves in place of the earth.

"Grounded conductor" means a conductor intentionally grounded in any manner.

"Grounding conductor" means that conductor used to connect equipment, devices or wiring systems to the required ground.

"Guarded" means covered, shielded, fenced, enclosed or otherwise protected, by means of suitable covers or casings, barriers, rails or screen,

mats or platforms, to remove the liability of dangerous contact or approach by persons or objects to a point of danger.

Hazardous Location. See Article I of Chapter 14-28 of this title.

A "hoistway" is any shaftway, hatchway, well-hole or other vertical opening or space in which an elevator or dumbwaiter is designed to operate.

"Isolated" means not readily accessible to persons unless special means for access are used.

"Lighting outlet" means an outlet intended for the direct connection of a lampholder, a lighting fixture or a pendant cord terminating in a lampholder.

Location.

"Dry location" means a location not normally subject to dampness or wetness. A location classified as dry may be temporarily subject to dampness or wetness, as in the case of a building under construction.

"Damp location" means a location subject to a moderate degree of moisture, such as some basements, some barns, some cold storage warehouses and the like.

"Wet location" means a location subject to saturation with water or other liquids, such as locations exposed to the weather, washrooms in garages, and like locations. Installations underground or in concrete slabs or masonry in direct contact with the earth shall be considered as wet locations.

"Low-energy power circuit" means a circuit which is not a remote-control or signal circuit but which has the power supply limited in accordance with the requirements of Class 2 remote-controlled circuits. See Chapter 14-60 of this title.

"Master service" means the service conductors and service equipment supplying a group of buildings under one management.

"Multioutlet assembly" means a type of surface raceway, designed to hold conductors and receptacles, assembled in the field or at the factory.

"Outlet" means a point on the wiring system at which current is taken to supply fixtures, amps, heaters, motors and current-consuming equipment generally.

"Outline lighting" means an arrangement of incandescent lamps or gaseous tubes to outline and call attention to certain features such as the shape of a building or the decoration of a window.

"Panelboard" means a single panel or a group of panel units designed for assembly in the form of a single panel; including buses and with or without switches and/or automatic overcurrent protective devices for the control of light, heat or power circuits of small individual as well as aggregate capacity; designed to be placed in a cabinet or cutout box placed in or against a wall or partition and accessible only from the front. (See "Switchboard.")

"Portable appliance" means an appliance capable of being readily moved where established practice or the conditions of use make it necessary or convenient to be moved while in use for it to be detached from its source of current by means of flexible cord and attachment plug.

"Qualified person" means one familiar with construction and operation of the apparatus and the hazards involved.

"Raceway" means any channel for holding wires, cables or bus-bars, which is designed expressly for, and used solely for, this purpose.

"Raintight" means so constructed or protected that exposure to a beating rain will not result in the entrance of water.

"Readily accessible" means capable of being reached quickly for operation, renewal or inspection, without requiring those to whom ready access is requisite to climb over or remove obstacles or to resort to portable ladders, chairs, etc..

"Receptacle outlet" means an outlet equipped with one or more receptacles, not of the screw-shell type, or provided with one or more points of attachment within one foot or less, intended to receive attachment plug caps.

"Recessed incandescent fixture" means a lamp housing assembly located within a ceiling, wall or floor space.

"Remote-control circuit" means any electrical circuit which controls any other circuit through a relay or an equivalent device.

"Sealable equipment" means equipment enclosed in a case or cabinet that is provided with means for sealing or locking so that live parts cannot be made accessible without opening the enclosure. The equipment may or may not be operable without opening the enclosure.

"Service" means the conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served.

"Service cable" means service conductors made up in the form of cable.

"Service conductors" means that portion of the supply conductors which extends from the street main or duct or from transformers to the service equipment of the premises supplied. For overhead conductors this includes the conductors from the last line pole to the service equipment.

"Service drop" means that portion of overhead service conductors between the pole and the first point of attachment to the building.

"Service-entrance conductors" means that portion of service conductors between the terminals of service equipment and a point outside the building, clear of building walls, where joined by tap or splice to the service drop or to street mains or other source of supply.

"Service equipment" means the necessary equipment, usually consisting of circuit-breaker or switch and fuses, and their accessories, located near point of entrance of supply conductors to a building and intended to constitute the main control and means of cutoff for the supply to that building.

"Service raceway" means the raceway which encloses the service entrance conductors.

"Setting (of circuit-breaker)" means the value of the current at which it is set to trip.

"Show window" means any window used or designed to be used for displaying of goods or advertising material, whether it is fully or partly enclosed or entirely open at the rear, and whether or not it has a platform raised higher than the street floor level.

"Special permission" means the written consent of the chief electrical inspector.

"Supply conductors (as applied to residential occupancies)" means those conductors which supply all the current consumed in an individual apartment or living unit.

"Switchboard" means a large single panel, frame or assembly of panels, on which are mounted, on the face or back or both, switches, overload and other protective devices, buses, and usual instruments. Switchboards are generally accessible from the rear as well as from the front and are not intended to be installed in cabinets. (See "Panelboard".)

Switches.

"General use switch" means a switch intended for use as a switch in general distribution and branch circuits. It is rated in amperes and is capable of interrupting its rated current at its rated voltage.

"Isolating switch" means a switch intended for isolating an electric circuit from the source of power. It has no interrupting rating and is intended to be operated only after the circuit has been opened by some other means.

"Motor-circuit switch" means a switch, rated in horsepower, capable of interrupting the maximum operating overload current of a motor of the same horsepower as the switch at the rated voltage.

"Signal circuit" means any electrical circuit which supplies energy to a device which gives a recognizable signal.

"Thermal cutout" means any over current protective device which contains a heater element in addition to and affecting a renewable fusible member, which opens a circuit. It is not designed to interrupt short-circuit currents.

"Thermal protection" means equipped with a thermal protector.

"Thermal protector (as applied to motor)" means an inherent overheating device which is responsive to motor current and temperature and which, when properly applied to a motor, will protect the motor against dangerous overheating due to motor overload or failure to start.

"Vaportight" means so enclosed that vapor will not enter the enclosure.

"Ventilated" means provided with a means to permit circulation of the air sufficiently to remove an excess of heat, fumes or vapors.

"Voltage (of a circuit)" means the greatest effective difference of potential between any two conductors of the circuit concerned.

"Voltage to ground" means in grounded circuits, the voltage between the given conductor and that point or conductor of the circuit which is grounded; in ungrounded circuits, the greatest voltage between the given conductor and any other conductor of the circuit.

"Watertight" means so constructed that moisture will not enter the enclosing case.

"Weatherproof" means so constructed or protected that exposure to the weather will not interfere with its successful operation.

"Within sight" means as close as practicable to the equipment but in no case more than 50 feet.

SECTION 3. Section 14-12-190 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

14-12-190 Registration And Renewal Fee.

The fee for registration as an electrical contractor shall be $35.00 for each year the registration is valid, which sum shall be paid by the applicant to the department of revenue in advance upon filing the application. The renewal fee for such registration shall be 35.00 for each year the registration is valid. *Any change in the information required in an application for registration shall require an additional registration. A fee of $35.00 shall be paid for each change of registration, including company name, ownership registration, and/or change of supervising electrician.*

SECTION 4. Section 14-28-1410 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

14-28-1410 Application.

The special provisions of this section shall apply to the electrical installations in dwelling-type occupancies. In some cases they are repetitious and in some cases are variations of general requirements appearing elsewhere in this code.

a. Low-voltage wiring for control or signaling, or communications systems which are enclosed in building partitions, walls or in any way made inaccessible by building construction [shall be encased in a raceway wherever they are so enclosed] *need not be encased in a raceway except at locations where such wiring may be subject to mechanical injury.* Such raceway will protect the conductors during construction and provide ready means for replacement of conductors after the building is completed. These raceways need not terminate in a box or fitting as long as normal precautions are take to protect the conductors against injury.

SECTION 5. Section 14-32-390 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

14-32-390 Disconnecting Means.

There shall be in addition to the elevator controller, a means for disconnecting all conductors of the circuit to the elevator motor, or in the case of generator field control, to the motor of the motor-generator set which supplies current to the elevator motor.

(a) Type. The disconnecting means shall be an enclosed externally operable *fused* motor circuit switch or circuit breaker arranged to be locked in the open position.

(b) Location. It shall be located adjacent to and be visible from the elevator machine, unless a disconnect switch in the control circuit of the motor-generator set is placed adjacent to and is visible from the elevator machine.

SECTION 6. Section 14-32-660 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

14-32-660 Installation Specifications.

Where a fire pump is required by this code or some governmental agency, the service shall be installed as follows:

(A) A separate set of service conductors large enough to carry the load to be supplied as figured according to the provisions of Article IV of Chapter 14-24 shall be provided from the motor control enclosure back to the service drop, stub box or vault. There shall be no switch, circuit breaker, fuse, disconnecting means, splice or conjunction, except where broken at meter cabinet, in such conductors. The only disconnecting means and overcurrent device permitted shall be contained in the approved fire pump control panel. If the length of the run or the manner in which the conduit is run makes a pull box desirable or mandatory, special permission shall be obtained in writing from the chief electrical inspector prior to the start of the installation. Detailed drawings shall be submitted with each application for special permission.

(B) Service Conductors. (See definition in Article I of Chapter 14-8) May be overhead or underground.

(1) If underground, they shall be treated as all underground service conductors are.

(2) Overhead service conductors (service drop) shall not pass over any combustible structure or material; shall not be attached to the building being served at a point over an opening in that building which could possibly expose said service conductors to any fire in the building; shall not be attached to any combustible surface.

(C) Service Entrance Conductors. (See definition in Article I of Chapter 14-8) May be underground or may be run in an approved raceway along the outside building wall:

(1) If underground or encased in concrete normal rules apply.

(2) If run in an exposed approved raceway, such raceway:

(a) shall not pass over any opening in the building wall;

(b) shall not run in close proximity to a combustible surface;

(c) shall be run at least one foot below any openings in the building wall;

(d) shall not be run above any combustible surface, area or material.

(3) Service entrance conductors on the interior of buildings shall be run in an approved raceway and shall be enclosed in at least two inches of concrete or masonry, *or be mineral insulated cable having a two-hour resistive classification from a recognized, third-party electrical testing laboratory acceptable to the bureau of electrical inspection. (Note: conductors located in a slab and covered with at least two inches of concrete or masonry, and conductors located underground, shall be considered to be outside the building.)*

SECTION 7. Section 14-40-190 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

14-40-190 Dimensions.

Projecting electrical signs shall have a thickness of drum or box not exceeding 24 inches, except by special permission.

(a) Vertical type "V" shaped projecting signs shall not project more than six feet from the building and shall not exceed six feet in width along the face of the building. Said signs shall be enclosed at the top and the bottom and an open space of not more than three inches shall be allowed between the building and the sign.

(b) Signs supported by a structure from a roof shall have a minimum distance of three feet from the bottom of the structure or the display, whichever is lower, to the roof. The minimum distance from the face of the display to the exterior wall of the building shall be three feet, except as provided for in Section 14-40-180 (f).

(c) Signs supported by a structure from the ground shall have a minimum distance of five feet from the bottom of the structure or display, whichever is lower, to the ground. No exposed live parts (lamp sockets, neon tubes, or sockets, etc.) shall be within seven feet of the ground. *(Exception: ground signs supplied by branch conductors which are protected by an approved ground-fault circuit interrupter circuit breaker device may have a distance of less than five feet from the bottom of the structure or display, but only if all electrical components are totally enclosed within the sign assembly.)*

SECTION 8. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLES 13 AND 15 OF MUNICIPAL CODE OF CHICAGO RELATING TO LOW-RISE HOUSING CONSTRUCTION STANDARDS.

The Committee on Buildings submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was referred on September 13, 1995) amending Titles 13 and 15 of the Municipal Code of Chicago relating to low-rise housing construction standards, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 13-4-010 of the Municipal Code of Chicago is hereby amended by inserting new definitions of "dormer", "living level" and "porch" in their proper alphabetical sequence, and by inserting the language in italics, as follows:

13-4-010 Definitions.

For the purposes of this code, the following terms shall be construed as follows:

* * * * *

"Dormer" means a structure projecting through a sloped roof, usually containing a window on the front vertical face.

* * * * *

"Habitable room" means a room *within a residential occupancy and* used or intended to be used for living, sleeping, eating or cooking purposes, *as well as any room within a residential occupancy and used or intended to be used for dressing, studying, reading, listening to music, playing music, or family entertainment of any sort,* but does not include bathrooms, toilet rooms, laundries, pantries, foyers, corridors, storage spaces, stairways, or closets.

* * * * *

"Living level" means any floor or level in a building where habitable rooms are provided, including basement, penthouse and attic; except, however, that in a single-family dwelling, a basement containing less than 400 square feet of habitable space without a kitchen shall not be counted as a living level.

"Porch" means an unheated roofed portion of a building, generally containing a stair and an additional floor area for miscellaneous purposes, and separated from the principal portion of the building by a fire-rated wall and unrated doors and windows.

SECTION 2. Section 13-48-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-48-020 Application Of Height Limitations.

(a) The maximum height of buildings shall be governed by the occupancy classification and type of construction as required in this chapter.

(b) Nothing in this chapter shall be interpreted to prevent the application of other limitations required by the Chicago Zoning Ordinance.

(c) The height in feet shall be taken as the vertical distance from the average grade to the highest point of the building. In determining height limits, parapet walls not exceeding three feet in height, penthouses, roof tanks, bulkheads, chimneys and similar roof structures shall not be included unless the aggregate of such structure exceeds one-third of the area of the roof of the building.

(d) The number of stories shall be taken as the actual number of stories above grade. The following shall not be regarded as stories:

[(1) Basements having a ceiling height of not more than seven feet above grade, when permitted by zoning ordinance;]

(1) Any level located more than four feet below grade adjacent to the level in question. For interior units of townhouse- or row house-type multiple residential structures, the pertinent grade shall be the average of the front and rear grades. In the case of a split-elevation below-grade condition, the level that is more than four feet below grade shall not be

counted as a story but rather as a basement level when it exceeds 66 percent of the footprint area of the dwelling unit.

(2) Mezzanine floors or balconies having an area not exceeding 20 percent of the floor area of the story in which they occur. In one story building of Types II, III-A or III-B construction when unlimited areas are permitted, mezzanine floors shall not exceed 8,000 square feet in area.

(3) Enclosed monitor spaces in Industrial or Storage Units used only for employees' toilets, lockers or similar uses.

SECTION 3. Table 13-48-030 accompanying Section 13-48-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

Table 13-48-030

Maximum Allowable Heights Of Buildings

Occupancy Classification	I-A	I-B	I-C	II	III-A	III-B	III-C	IV-A	IV-B
A. Residential									
Stories	NL	12	6	1	4(d)	4	2(a)*(h)*	2(a)(g)*(h)*	2(a)
Feet	NL	150	80	20	55(d)	55	40(f)	40(f)	30
B. Institutional	Through								
	* * * * *								
K. Intermediate care facilities for developmentally disabled -- 15 or less	No change								

NOTES:

(a) -- (e) No change.

(f) The finished floor level of the [second] *third* floor shall not exceed 25 feet above grade.

(g) No change.

(h) Other requirements notwithstanding, three floors shall be permitted in one-, two-, and three-family structures when exterior wood frame walls provide one hour protection from fire exposure inside and out, when the third floor area of any separate unit does not exceed 800 square feet and when the ground floor area does not exceed 1,600 square feet.

SECTION 4. The Municipal Code of Chicago is hereby amended by deleting existing Section 13-64-070 in its entirety and inserting in its place a new Section 13-64-070, as follows:

13-64-070 Requirements For Habitable Basement Rooms.

A basement may be used for habitable rooms or a dwelling unit, regardless of the depth of the floor below grade, if the floors and walls are impervious to leakage of underground and surface water and are protected from dampness, and if the required minimum window area is located entirely above the finished elevation of the grade adjoining the basement wall in which the windows are located.

SECTION 5. Section 13-160-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-160-050 Minimum Number Of Exits.

There shall be not less than two exits from every building, floor space or room, except that one exit shall be permitted under the following conditions:

(a) In all occupancies except hazardous use units, one exit shall be permitted from any room or space designed or used for an occupancy of not more than 50 persons and having an area not exceeding 1,200 square feet; or when used for business, mercantile, industrial and storage uses not exceeding 4,000 square feet provided the travel distance from the exit door to the most remote point in the room or space does not exceed 75 feet, or 115 feet if equipped throughout with a

standard automatic sprinkler system as defined in Chapter 15 -- 16 of this code.

(b) In all occupancies one exit shall be permitted from any room or space having an area not exceeding 2,000 square feet and used exclusively for storage purposes with only incidental human occupancy.

(c) In single-family dwellings, one exit shall be permitted from any floor not more than one story above or below grade; provided, that the area of such floor shall not exceed 1,500 square feet.

(d) In multiple dwellings, one exit serving one family only shall be permitted from the first or second story, and one exit shall be permitted from a basement space provided that the area of such floor or basement shall not exceed 800 square feet.

(e) In multiple dwellings, one exit shall be permitted to a public corridor from a dwelling unit when the the travel distance to the most remote door within the unit does not exceed 55 feet and 35 feet from the most remote point of the dwelling unit. Two corridor exit doors are required when these distances are exceeded.

(1) When the dwelling unit is equipped with approved smoke detectors and/or automatic sprinklers the above travel distances may be increased to 40 feet and 60 feet, respectively.

(f) In multiple dwellings, two stories high, except in buildings of Type III-C or IV-A or IV-B construction, one inside stairway from the second floor shall be permitted under the following conditions:

(1) The second floor shall have an area not exceeding 4,000 square feet and shall contain not more than four dwelling units.

(2) The stairway and public corridors leading thereto shall be enclosed by walls providing fire resistance of not less than one hour, and all openings in such walls shall be protected with doors having fire resistance not less than a solid wood door one and three-fourths inches thick.

(3) The stairway shall lead directly to an outside exit at grade.

(4) The stairs shall be constructed of noncombustible materials.

(5) The distance to the stairway from the exit door of any dwelling unit shall not exceed 20 feet.

(g) In multiple dwellings of Types I-A, I-B and I-C construction not more than four stories high, one stairway shall be permitted under the following conditions:

(1) No floor served by such stairway shall have an area exceeding 4,000 square feet nor shall contain more than four dwelling units.

(2) The stairway shall be enclosed by walls providing fire resistance of not less than two hours, and all openings in such walls shall be protected with self closing Class B fire door.

(3) The stairway shall lead directly to an outside exit at grade.

(4) The stairway shall extend to the roof from which there shall be access to an adjoining roof of another building of the same occupancy, height and construction type and having a similar stairway arrangement.

(5) The distance to the stairway from the exit door of any dwelling unit shall not exceed 20 feet.

(h) In multiple dwellings and business units of Types I-A, I-B or I-C construction not more than eight stories in height, one smokeproof tower shall be permitted under the following conditions:

(1) No floor above the first floor shall have an area exceeding 6,000 square feet nor shall contain more than eight dwelling units.

(2) Public corridors leading to the smokeproof tower shall be enclosed by walls providing fire resistance of not less than two hours, and all openings in such walls shall be protected with Class C fire doors.

(i) In fire stations one inside stairway shall be permitted from the second floor where there are not less than two slide poles in addition thereto.

(j) In all public buildings there shall be no less than one primary entrance or exit for the handicapped from the property line to the building, accessible to, and usable by, individuals in wheelchairs, or those with major mobility limitations.

(k) In all group homes there shall be two exits from each floor.

(l) In intermediate care facilities for the developmentally disabled -- 15 or less, every floor containing areas or rooms used by residents shall have at least two exits remote from each other. At least one means of

egress shall consist of an interior stairway, an enclosed outside stairway or a horizontal exit.

(m) In multiple and single-family dwellings of any construction type not over three stories in height, units having an area not over 1,500 square feet on the third floor and at least one interior stair serving exclusively that unit, leading from the third floor to an exterior exit, may substitute for the second exit from the third floor of one of the following means of escape:

(1) A continuous exterior deck linking three or more units at the third floor level, with at least one hinged glazed door from each unit to the deck, provided such door has a glass light immediately above the lock rail, made of one or more panes of glass not thicker than double-strength glass, and the edge of the glass light is not further than nine inches from any locking devices in the door.

(2) A stair from each unit leading to the building roof through a penthouse and hinged door, provided the building consists of at least three units and each hinged penthouse door contains a glass light constructed as in paragraph (1) above. In the event that roof decks are provided for more than one-third of the units, an exterior stair or protected interior stair shall be provided from the roof to grade.

(3) An approved automatic sprinkler system complying with one of the following National Fire Prevention Association Standards; N.F.P.A. 13, 1994 Edition; N.F.P.A. 13R, 1991 Edition; or N.F.P.A. 13D, 1991 Edition.

SECTION 6. Section 13-200-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-200-070 Type IV Construction -- Location On Lot.

In all zoned districts throughout the city, except within the fire districts, new frame (Type IV) construction, when permitted, shall be located not less than six feet from an interior lot line and not less than 12 feet from any other building on the same lot with the following exceptions:

(a) Private detached garages and other accessory buildings having a floor area not exceeding 600 square feet may be located no less than one foot from an interior lot line and no less than six feet from another building on the same lot.

(b) Any frame building, except private detached garages and other accessory buildings, having exterior wall construction providing fire resistance of not less than one hour, may be located no less than three

feet from an interior lot line, and no less than six feet from any other building on the same lot. *Furthermore, any residential wood frame building may be located not less than two and one-half feet from an interior lot line and not less than five feet from another building on the same lot provided (1) the residential building has a ground floor area of not over 1,600 square feet and contains not more than three family units; (2) exterior wall construction of the residential building provides one hour fire resistance on one side and two hours on the other side; and (3) all windows in the subject building are separated from windows in adjacent properties by six feet or more.*

(c) Existing frame porches may be repaired or replaced irrespective of their proximity to lot lines or other buildings on the same lot. Existing frame porches may be enclosed irrespective of their proximity to lot lines or other buildings on the same lot only when all zoning restrictions are met, and the requirements of Section 13-200-260 are met.

(d) Existing frame or noncombustible porches and stairs not exceeding three stories in height may be extended up one story to the roof level of the existing building irrespective of their proximity to interior lot line or other buildings on the same lot, provided all zoning requirements are met.

SECTION 7. Section 13-200-270 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-200-270 Dormers.

Dormers may be added to any residential building provided that zoning requirements *and the following requirements* are met.

(a) If dormers are added to an attic space which is part of the apartment below it, the attic floor shall not be considered an additional floor in terms of building height [. However, the number of living levels, exclusive of the basement, is not to exceed three levels in Type IV-A and IV-B buildings, or four levels in Type III-B and III-C buildings.] *if all of the following apply:*

(1) the total and dormered area does not exceed two-thirds of the floor area of the same dwelling unit on the floor immediately below, when counting all areas with a headroom of five feet or higher.

(2) the dormer addition does not exceed the height of the existing building ridge line or the maximum building height permitted by Table 13-48-030, whichever is higher;

(3) the existing roof configuration has not been altered along the street lot line and the street-facing dormer wall is held back at least 24 inches from the face of the wall below;

(4) the number of living levels, as defined in Section 13-4-010, shall not exceed three levels in Type II-C, IV-A and IV-B buildings, or four floors in Type III-B buildings.

[(a)] *(b) Along interior lot lines, dormers* [Dormers] may be built with their outer wall flush with the existing wall below, provided, however, such construction complies with the Zoning Ordinance.

[(b)] *(c)* Dormers built on a building of ordinary construction (Type III-B or III-C) may be built of one hour metal stud or fire retardant treated wood in lieu of masonry, provided it meets the applicable construction requirements of Chapter 13-60 and does not exceed the height and area limitations of Chapter 13-48.

[(c)] *(d)* Dormers built on a building of combustible frame construction (Type IV-A and IV-B) may be built of wood frame construction, provided it meets the applicable construction requirements of Chapter 13-60 and does not exceed the height and area limitations of Chapter 13-48.

SECTION 8. Section 15-8-320 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-8-320 Porches.

A porch shall be defined as in Section 13-4-010 of this code. Porches constructed of combustible materials shall be permitted when attached to residential units of Types III-B, III-C, IV-A or IV-B construction with the following limitations:

(a) Porches shall not exceed three stories in height.

(b) Porches shall not project more than 10 feet from the building nor exceed 150 square feet in area per dwelling unit, *exclusive of stairs.*

(c) Porches shall not be located less than six feet from an interior lot line, *except that porches meeting requirements (a) and (b) of this section may be located as close as three feet from an interior lot line if the porch side walls are fire-rated at one hour or more.*

Exception: Pre-ordinance porches (erected prior to January 20, 1950) not exceeding four stories in height and erected less than six feet from

interior lot line may be replaced with respect to height, size and location, subject to approval of the buildings commissioner.

SECTION 9. Chapter 15-8 of the Municipal Code of Chicago is hereby amended by inserting new Sections 15-8-321 through 15-8-325, inclusive, as follows:

15-8-321 Decks.

A deck shall be defined as an open, unroofed floor structure used in conjunction with a principal building or installed on the roof of a building. A deck other than a rooftop deck may be classified as attached or detached depending on its relationship to the principal building. An unprotected wood deck shall be located not closer than six feet to an interior lot line, except that:

(a) An attached unprotected wood deck may be located not closer than three feet from an interior lot line provided the deck does not exceed 400 square feet in area, is separated by not less than six feet from another structure on the same lot and the deck has been provided with a lattice or wire mesh skirting if the deck has clearance of less than five feet under supports;

(b) If the attached deck is laid directly on the ground without any air spaces under individual boards, it may be carried up to the lot line;

(c) If an attached rooftop wood deck is protected by a two-hour non-combustible parapet wall at least three feet high and the aggregate area of a wood deck not meeting Class A Roof Covering requirements does not exceed 33 percent of the total roof area, then the deck may be run to the face of the parapet wall;

(d) The 400 square foot limitation shall not apply when the deck is at least six feet from the interior lot line.

15-8-322 Balconies.

A balcony shall be defined as an open unheated floor cantilevered from or supported by a building, and open to the atmosphere on at least one side. An unprotected wood frame balcony may be constructed not closer than three feet from an interior lot line, provided it is not larger than 100 square feet and is separated from another structure on the same lot by not less than six feet.

15-8-323 Weather-Protected Entries.

A weather-protected entry shall be defined as a covered unheated structure attached to a building at the building entrance to facilitate ingress and egress. A weather-protected entry of unprotected wood frame construction shall be located at least six feet from an interior lot line, except that if the weather-protected entry is not larger than 50 square feet and is separated from another building on the same lot by not less than six feet, the entry may be located as close as one foot from an interior lot line.

15-8-324 Open Stairs.

An open stair, as used in this chapter, shall mean an unheated structure attached to a principal building, intended exclusively for vertical ingress or egress, and containing no additional floor area for miscellaneous purposes. An open stair of unprotected wood frame construction shall be located not closer than six feet from an interior lot line. An unprotected non-combustible open stair may be located on the lot line.

15-8-325 Fire-Protective Treatments And Coatings.

Where exposed to the weather, fire-retardant treated wood and intumescent coatings shall not be regarded as imparting any permanent fire-resistive or reduced flame spread properties to wood structures and shall not entitle such structures to requirements less stringent than those outlined in Sections 15-8-320 through 15-8-324 and 15-8-330 through 15-8-360.

SECTION 10. Section 15-12-030 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-12-030 Use Of Combustibles.

All materials and forms of construction that develop the fire resistance required by this code shall be acceptable for fireproofing and construction purposes, except that no combustible component materials shall enter into the construction of structural assemblies in buildings of Types I-A, I-B, I-C and II construction or into the construction of any assembly required to provide fire resistance of two hours or more. *The requirement regarding non-combustibility of two-hour rated assemblies shall not apply to interior walls and floors in construction Types III-A, III-B and IV-A.*

SECTION 11. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders, begs leave to recommend that Your Honorable Body do *Pass* sixteen sign orders (one sign, 2nd Ward; one sign, 6th Ward; one sign, 12th Ward; one sign, 13th Ward; two signs, 18th Ward; one sign, 38th Ward; and nine signs, 42nd Ward) which are transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

7600 South Cicero Avenue (At 72nd).

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf, Elk Grove Village, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Ford City, 7600 South Cicero Avenue, Old Navy Store (at 72nd):

Dimensions: length, 28.8 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 32.3 inches
Total Square Foot Area: 143 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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210 East Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, Inc., 930 Stiles Drive, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 210 East Grand Avenue, Permanent Index Number: 17-10-209-022:

Dimensions: length, 36 feet; height, 10.5 feet
Height Above Grade/Roof to Top of Sign: 70 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

350 West Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 350 West Grand Avenue:

Dimensions: length, 36 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 275 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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350 West Grand Avenue.
(Double Face Projecting Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610-1709, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 350 West Grand Avenue (double face projecting sign):

Dimensions: length, 27 feet; height, 11 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 302 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1225 South Jefferson Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Patrick Media Group, Inc., 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the Dan Ryan Expressway (east line) 150 feet south of West Roosevelt Road, commonly known as 1225 South Jefferson Street:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3047 South Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Patrick Media Group, Inc., 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at South Kedzie Avenue (east line) 135 feet north of West 31st Street, commonly known as 3047 South Kedzie Avenue:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1,272 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3970 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bally's Total Fitness, 3970 North Milwaukee Avenue:

Dimensions: length, 12 feet, 6 inches; height, 5 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 28 feet, 0 inches
Total Square Foot Area: 71 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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666 North Orleans Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, Inc., 930 Stiles Drive, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 666 North Orleans Street, Chicago, Illinois:

Dimensions: length, 36 feet; height, 10.5 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 756 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

135 -- 137 South State Street.
(South Face -- 1 Of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Consolidated Sign Co., 4625 Forest Avenue, Downers Grove, Illinois 60515 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco Drug (south face -- 1 of 3), 135 -- 137 South State Street:

Dimensions: length, 21 feet, 5½ inches; height, 5 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 119 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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135 -- 137 South State Street.
(South Face -- 2 Of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Consolidated Sign Co., 4625 Forest Avenue, Downers Grove, Illinois 60515 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco Drug (south face -- 2 of 3), 135 -- 137 South State Street:

Dimensions: length, 21 feet, 5½ inches; height, 5 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 119 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

135 -- 137 South State Street.
(South Face -- 3 Of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Consolidated Sign Co., 4625 Forest Avenue, Downers Grove, Illinois 60515 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco Drug (south face -- 3 of 3), 135 -- 137 South State Street:

Dimensions: length, 21 feet, 5½ inches; height, 5 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 119 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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135 -- 137 South State Street.
(West Face -- 1 Of 2)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Consolidated Sign Co., 4625 Forest Avenue, Downers Grove, Illinois 60515 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco Drug (west face -- 1 of 2), 135 -- 137 South State Street:

Dimensions: length, 21 feet, 5½ inches; height, 5 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 119 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

135 -- 137 South State Street.
(West Face -- 2 Of 2)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Consolidated Sign Co., 4625 Forest Avenue, Downers Grove, Illinois 60515 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Osco Drug (west face -- 2 of 2), 135 -- 137 South State Street:

Dimensions: length, 21 feet, 5½ inches; height, 5 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 119 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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11 East 75th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Walgreens, 11 East 75th Street:

Dimensions: length, 38 feet, 8 inches; height, 3 feet, 11 inches
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3647 West 83rd Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sign*A*Rama U.S.A., 8034 South Cicero Avenue, Burbank, Illinois 60459, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Ashburn Baptist Church, 3647 West 83rd Street:

Dimensions: length, 8 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 32 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3348 West 87th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art and Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bally's Total Fitness, 3348 West 87th Street (Westport Commons):

Dimensions: length, 13 feet, 4 inches; height, 12 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 25 feet, 3 inches
Total Square Foot Area: 320 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

AUTHORIZATION FOR REVOCATION OF SIGN PERMITS ISSUED TO 743 NORTH LA SALLE STREET.

The Committee on Buildings submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a sign ordinance (which was referred on September 13, 1995) revoking any and all sign permits issued to the premises known as 743 North LaSalle Street, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Nartarus 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 any and all sign permits issued to the premises commonly known as 743 North LaSalle Street be, and the same are hereby revoked.

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

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT WEST 127TH STREET AND SOUTH PRINCETON AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Robert Shaw (9th Ward), authorizing Class 6(b) tax incentives for the property located at West 127th Street and South Princeton Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, NACME Steel Processing, L.L.C. (hereinafter referred to as the "Lessee") Acme Steel Company (hereinafter referred to as the "Owner") of the property located at West 127th Street and South Princeton Avenue, Chicago, Illinois (hereinafter referred to as the "Subject Property"), have leased or own the Subject Property and will undertake new construction of a one hundred sixty thousand (160,000) square foot facility with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

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

WHEREAS, The Subject Property will be utilized for industrial purposes as a steel processing, pickle and slit steel; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is appropriate and necessary for the execution of the intended new construction; and

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 25-28-426-004-0000, 25-33-109-001-0000, 25-33-109-003-0000, 25-33-500-001-0000, 25-33-119-021-0000 and 25-33-119-023-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of West 127th Street and South Princeton Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 25-28-426-004-0000, 25-33-109-001-0000, 25-33-109-003-0000, 25-33-500-001-0000, 25-33-119-021-0000 and 25-33-119-023-0000; and

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

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

APPROVAL OF PROPERTY AT 5301 WEST 55TH STREET (MIDWAY AIRPORT, HANGAR NUMBER 2, EAST BAY) AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Michael Zalewski (23rd Ward), authorizing Class 6(b) tax incentives for the property located at 5301 West 55th Street (Hangar No. 2, East Bay) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, American Trans Air, Inc. (the "Lessee") of the property referred to as 5301 West 55th Street, also known as Midway Airport, Hangar No. 2, East Bay, Chicago and further described by legal description attached hereto as Exhibit A (hereinafter referred to as the "Subject Property"), has leased the Subject Property and will undertake a program of rehabilitation and conversion with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

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

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that the constructing of seats, wall panels, et cetera for aircraft; constructing brake assemblies for aircraft; and constructing sheet metal replacement parts for aircraft will be assembled at the Subject Property; and

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is a part of 19-16-100-002-8001; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 5301 West 55th Street, also known as Midway Airport, Hangar No. 2, East Bay and as further described in attached Exhibit A to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as a part of Permanent Real Estate Index Number 19-16-100-002-8001; and

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

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

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

Exhibit "A".

Parcel 2:

That part of the northwest quarter of Section 16, Township 38 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the north line of said northwest quarter, a distance of 446.45 feet west of the northeast corner of said northwest quarter; thence south 1 degree, 33 minutes, 44 seconds east, along a line

drawn perpendicular to said north line, 33.00 feet to the point of beginning of the parcel of land herein described; thence south 1 degree, 33 minutes, 44 seconds east, 412.73 feet to the point of intersection with a line drawn 445.73 feet south of and parallel with said north line of the northwest quarter of Section 16 aforesaid; thence south 88 degrees, 26 minutes, 16 seconds west, along said parallel line, 281.66 feet to the point of intersection with a line drawn perpendicular to the north line of the northwest quarter of Section 16 aforesaid, and passing through a point on said north line 728.12 feet west of the northeast corner of said northwest quarter; thence north 1 degree, 33 minutes, 44 seconds west, along said perpendicular line, 412.73 feet to a point on a line drawn 33.00 feet south (as measured perpendicularly) of and parallel with said north line; thence north 88 degrees, 26 minutes, 16 seconds east, along said parallel line, 281.66 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Area equals 116,250.8 square feet or 2.66875 acres.

APPROVAL OF PROPERTY AT 5301 WEST 55TH STREET (MIDWAY AIRPORT, HANGAR NUMBER 2, WEST BAY) AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Michael Zalewski (23rd Ward), authorizing Class 6(b) tax incentives for the property located at 5301 West 55th Street (Midway Airport, Hangar No. 2, West Bay) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, American Trans Air, Inc. (the "Lessee") of the property referred to as 5301 West 55th Street, also known as Midway Airport, Hangar No. 2, West Bay, Chicago and further described by legal description attached hereto as Exhibit A (hereinafter referred to as the "Subject Property"), has

leased the Subject Property which has been vacant for more than two (2) years and will undertake a program of rehabilitation and conversion with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

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

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

WHEREAS, The Subject Property will be utilized for industrial purposes in that the constructing of seats, wall panels, et cetera for aircraft; constructing brake assemblies for aircraft; and constructing sheet metal replacement parts for aircraft will be assembled at the Subject Property; and

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is a part of 19-16-100-002-8001; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 5301 West 55th Street, also known as Midway Airport, Hangar No. 2, West Bay and as further described in attached Exhibit A, to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property

identified as a part of Permanent Real Estate Index Number 19-16-100-002-8001; and

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

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

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

Exhibit "A".

Parcel 1:

That part of the northwest quarter of Section 16, Township 38 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the north line of said northwest quarter, a distance of 728.12 feet west of the northeast corner of said northwest quarter; thence south 1 degree, 33 minutes, 44 seconds east, along a line drawn perpendicular to said north line, 33.00 feet to the point of beginning of the parcel of land herein described; thence south 1 degree, 33 minutes, 44 seconds east, 412.73 feet to the point of intersection with a line drawn 445.73 feet south of and parallel with said north line of the northwest quarter of Section 16 aforesaid; thence south 88 degrees, 26 minutes, 16 seconds west, along said parallel line, 37.75 feet; thence northwesterly 164.47 feet along the arc of a circle, convex to the southwest, having a radius of 190.91 feet and whose chord bears north 69 degrees, 28 minutes, 35 seconds west, 159.43 feet to a point, said point being 250.00 feet (as measured perpendicularly) northeasterly of the centerline of Runway 13L-31R of Midway Airport; thence north 44 degrees, 47 minutes, 46 seconds west, along a line drawn tangent to the last described course, 97.25 feet to a point of curvature; thence northwesterly 66.45 feet along the arc of a circle, convex to the northeast, having a radius of 120.00 feet and whose chord bears north 60 degrees, 39 minutes, 39 seconds west, 65.61 feet; thence north 76 degrees, 31 minutes, 31 seconds west, along a line drawn tangent to the last described course, 93.60 feet to the point of intersection with a line drawn perpendicular to the north line of the northwest quarter of Section 16 aforesaid, and passing through a point on said north line 1,126.91 feet west of the northeast corner of said northwest quarter;

thence north 1 degree, 33 minutes, 44 seconds west, along said perpendicular line, 223.95 feet to a point on a line drawn 33.00 feet south (as measured perpendicularly) of and parallel with said north line; thence north 88 degrees, 26 minutes, 16 seconds east, along said parallel line, 398.79 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Area equals 131,201.6 square feet or 3.01198 acres.

COMMITTEE ON HEALTH.

REPORT ON TESTIMONY BY CITY DEPARTMENT OF HEALTH CONCERNING POTENTIAL FOR EBOLA VIRUS OUTBREAK IN CHICAGO.

The Committee on Health submitted the following report:

CHICAGO, September 26, 1995.

To the President and Members of the City Council:

The Committee on Health met on September 26, 1995 in Room 201A in City Hall. The meeting was called to hear testimony on a resolution presented by Alderman Ed Smith on the Ebola Virus. The meeting was called to order at 1:03 P.M. by Alderman Ed H. Smith, Chairman of the Committee on Health.

It was reported by the City Department of Health that the chance of the virus breaking out in Chicago is highly remote.

Present at the hearing were:

Alderman Ed H. Smith (28th Ward) Chairman of the Committee on Health;

Alderman Haithcock (2nd Ward);

Alderman Dixon (8th Ward);

Alderman Olivo (13th Ward); and

Alderman Giles (37th Ward).

The Committee on Health requests that their statement become a part of the record.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF COMMISSION ON CHICAGO LANDMARKS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor (referred to your committee on July 13, 1995) to reappoint John W. Baird, Kein L. Burton, Peter C. B. Bynoe, Marian A. Despres, Albert M. Friedman, Joseph A. Gonzalez and Seymour Persky as members of the Commission on Chicago Landmarks for terms expiring March 11, 1999 recommends that Your Honorable Body do *Approve* the proposed reappointments, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on September 20, 1995.

Respectfully submitted,

(Signed) ALLAN STREETER,
Chairman.

On motion of Alderman Streeter, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. John W. Baird, Mr. Kein L. Burton, Mr. Peter C. B. Bynoe, Ms. Marian A. Despres, Mr. Albert M. Friedman, Mr. Joseph A. Gonzalez and Mr. Seymour Persky as members of the Commission on Chicago Landmarks were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

DESIGNATION OF IDA B. WELLS-BARNETT HOUSE AS "CHICAGO LANDMARK".

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by the Director, Commission on Chicago Landmarks, to designate the Ida B. Wells-Barnett House, 3624 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, as a "Chicago Landmark", recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on September 29, 1995.

Respectfully submitted,

(Signed) ALLAN STREETER,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks, has determined that the Ida B. Wells-Barnett House, located at 3624 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Ida B. Wells-Barnett House meets certain criteria for landmark designation in Sections 2-120 (1), (3), (4) and (7) of the Municipal Code of Chicago; and

WHEREAS, The property at 3624 South Dr. Martin Luther King, Jr. Drive is associated with Ida B. Wells and her husband Ferdinand Lee Barnett, pioneers in the early civil rights struggle to erase racial barriers in this country and, further, their dedicated and heroic efforts for the realization of racial equality continue even today to enrich the lives of all American people; and

WHEREAS, The Ida B. Wells-Barnett House has historic and social value nationally as well as locally confirmed by the structure being declared a National Historic Landmark in 1973 and, further, the house is now the only remaining link in Chicago to Ida B. Wells-Barnett, making it vital for the preservation of her memory and her message; and

WHEREAS, The Ida B. Wells-Barnett House is one in a row of well-built, carefully crafted Victorian era homes still extant along South Dr. Martin Luther King, Jr. Drive and in its amalgam of the Richardsonian Romanesque and Queen Anne styles exhibits an overall quality of design, materials, and detail which point to an architect of sophistication and ability; and

WHEREAS, The Ida B. Wells-Barnett House, with the adjacent structures on the block, are representative of the original housing stock of what was once Grand Boulevard, much of which has survived intact and, hence, constitute a strong and established visual presence along one of Chicago's most significant boulevard streets in the Douglas community area; now, therefore,

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

SECTION 1. The Ida B. Wells-Barnett House, located at 3624 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, and legally described as follows:

Lot 14 in Block 1 in Moody's Subdivision of part of the east half of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number: 17-34-312-0700

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Ida B. Wells-Barnett House meets four (4) of the seven (7) criteria for designation are all exterior elements of the house, including its roof. Building interiors are not considered significant historical and architectural features.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

SECTION 5. This ordinance shall be effective notwithstanding any provision of the Municipal Code of the City of Chicago or any ordinance or resolution to the contrary.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF NORTHWEST HOME EQUITY COMMISSION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, appointing the following individuals as members of the Northwest Home Equity Commission for terms indicated:

Term expiring June 28, 1996:

Katherine M. McAra

Steven E. Schultz

Term expiring June 28, 1998:

Thomas Bucaro

The Honorable Robert J. Bugielski,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Katherine M. McAra, Mr. Steven E. Schultz, Mr. Thomas Bucaro and The Honorable Robert J. Bugielski as members of the Northwest Home Equity Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

AMENDMENT OF NEW HOMES FOR CHICAGO ENABLING ORDINANCE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred by the Department of Housing a substitute ordinance to amend the New Homes for Chicago Enabling Ordinance, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Subsection 3 of the New Homes for Chicago Enabling Ordinance, appearing in the Journal of City Council Proceedings (pages 17038 -- 17045), as amended by that certain ordinance adopted May 19, 1993, appearing in the Journal of City Council Proceedings (pages 32921 -- 32923), is hereby further amended by deleting the language in brackets and adding the language in italics, as follows:

Goals of the Program. The Program shall be designed and implemented in order to promote the construction and sale of (a) high-quality, owner-occupied, single-family housing (singularly, "Unit" or collectively, "Units") [ranging in price from approximately $55,000 to approximately $85,000] *with a maximum purchase price of $99,000 per Unit;* [and] (b) high-quality, two-flat housing Units (singularly, "Two-flat Building" or collectively "Two-flat Buildings"), one of which must be owner-occupied *and* the maximum [proposed] *purchase* price for each Two-flat Building shall be $150,000*; (c) high-quality, owner-occupied, single-family residential units, whether detached or sharing a common wall, but having a condominium form of ownership, with a maximum purchase price of $99,000 per Unit; and (d) high-quality, owner-occupied, single-family residential units constructed as part of a multi-unit structure, with a maximum purchase price of $75,000 per Unit. The residential units referred to in (c) and (d) of this paragraph shall be referred to singularly as a "Condominium Unit" or collectively as "Condominium Units"*. Such prices may be adjusted from time to time due to inflation.

SECTION 2. Subsection 6(a) of the New Homes for Chicago Enabling Ordinance, appearing in the Journal of City Council Proceedings (pages 17038 -- 17045), as amended by that certain ordinance adopted April 29, 1992, appearing in the Journal of City Council Proceedings (pages 15675 -- 15677), is hereby further amended by deleting the language in brackets and adding the language in italics, as follows:

(a) City Lots.

Applicants may request to purchase City Lots. The City shall determine the fair cash market value ("F.M.V.") of all City Lots. The City may sell City Lots with a F.M.V. of [$10,000] *$20,000* or less for $1.00 per Lot. The City may sell the City Lots with a F.M.V. greater than [$10,000] *$20,000* for the amount by which the F.M.V. of the City Lot is in excess of [$10,000] *$20,000*. Deeds conveying City Lots shall contain a clause permitting the City to re-enter and take possession of such Lot if construction is not commenced within eighteen (18) months from the date of conveyance.

SECTION 3. Subsection 6(b) of the New Homes for Chicago Enabling Ordinance, appearing in the Journal of City Council Proceedings (pages 17038 -- 17045), as amended by that certain ordinance adopted May 19, 1993, appearing in the Journal of City Council Proceedings (pages 32921 -- 32923), is hereby further amended by deleting the language in brackets and adding the language in italics, as follows:

(b) [Purchase Price] *Construction* Subsidy.

Developers may request an amount not to exceed $20,000 for each Unit or for each Two-flat Building, as the case may be. In addition, Developers may request, with regard to the construction of the rental unit of the Two-flat Building, an amount not to exceed $12,000 per Two-flat Building. *Developers may request an amount not to exceed $15,000 for each Condominium Unit constructed as part of a multi-unit structure, and an amount not to exceed $20,000 for each Condominium Unit constructed whether detached or sharing a common wall.*

SECTION 4. Subsection 6(f) of the New Homes for Chicago Enabling Ordinance, appearing in the Journal of City Council Proceedings (pages 17038 -- 17045), as amended by that certain ordinance adopted May 19, 1993, appearing in the Journal of City Council Proceedings (pages 32921 -- 32923), is hereby further amended by deleting the language in brackets and adding the language in italics, as follows:

(f) Recapture Of [City] *Construction* Subsidy.

At the closing of the Lot and Unit, [or] Two-flat Building, *or Condominium Unit,* as the case may be, from the Developer to the [original] *initial* homebuyer ("Buyer"), the Buyer shall be required to execute and deliver to the City a mortgage, security and recapture agreement ("Mortgage") and covenant of residency evidencing such Mortgage in such form as has been approved by the Department and the Corporation Counsel. The Mortgage shall require in part that the Buyer shall pay the City a sum equal to the lesser of the following amounts if the Buyer resells the Unit, *Two-flat Building, or Condominium Unit, as the case may be,* within four (4) years after the date on which the Buyer purchased the Unit, *Two-flat Building, or Condominium Unit, as the case may be* (the "Purchase Date"):

(1) an amount equal to the Construction Subsidy provided by the City pursuant to Section 6(b) above; provided that this amount shall decline by [twenty-five percent (25%)] *a pro rata amount* on [the] *each* anniversary of [each year after] the Purchase Date *during the Affordability Period (as hereinafter defined)*; or

(2) the difference between the original purchase price and the resale price.

If the Lot in question is a City Lot, in those instances where the F.M.V. of the City Lot exceeds $10,000, such excess value shall be added to that amount potentially due and owing under the Mortgage, and the Commissioner of Housing is authorized to extend the four year affordability period described in this Section 6(f) for such longer period as the Commissioner deems appropriate (such four year or longer period to be referred to as the "Affordability Period").

SECTION 5. Effectiveness. This ordinance shall take effect immediately upon its passage.

ESTABLSHMENT OF HOUSING PREPURCHASE AND FORECLOSURE PREVENTION DEMONSTRATION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing creating the Prepurchase and Foreclosure Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The creation and preservation of owner-occupied housing for low- and moderate-income families within the corporate limits of the City contributes to the fiscal and social well-being of the City; and

WHEREAS, There has been identified a higher than normal rate of foreclosures on home mortgage loans in the south and southwest areas of the City; and

WHEREAS, The City by and through its Department of Housing ("D.O.H.") has been awarded a special purpose grant in the maximum amount of Nine Hundred Thousand Dollars ($900,000) (the "Grant Funds") from the United States Department of Housing and Urban Development; and

WHEREAS, D.O.H. will use the Grant Funds to establish a prepurchase and foreclosure prevention demonstration program (the "Program") to provide homeowner counseling and prevent foreclosure in the Roseland, West Englewood, Chicago Lawn and Gage Park neighborhoods of the City (collectively, the "Targeted Neighborhoods"); and

WHEREAS, In connection with the Program, D.O.H. desires to engage Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("N.H.S."), to provide prepurchase counseling to potential homebuyers in the Targeted Neighborhoods and to assist homeowners of low- and moderate-income in the Targeted Neighborhoods who are delinquent in payment of their home mortgage loans to avoid foreclosure; and

WHEREAS, In connection with the Program, D.O.H. desires to use up to Six Hundred Seventy-five Thousand Dollars ($675,000) of the Grant Funds to make loans in the maximum principal amount of Five Thousand Dollars ($5,000) available to low- and moderate-income homeowners in the Targeted Neighborhoods who are in danger of losing their homes due to foreclosure; and

WHEREAS, The Grant Funds have been appropriated from Fund 925 in the Annual Appropriation Ordinance for 1995, as amended, for the Program; now, therefore,

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

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

SECTION 2. Subject to approval of the Corporation Counsel, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute and deliver (a) an agreement with N.H.S., pursuant to which N.H.S. shall assist D.O.H. in connection with the Program, and (b) loan agreements with qualified homeowners, all under terms and conditions substantially similar to those set forth in Exhibit A attached hereto and hereby made a part hereof, and to execute all such other agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the Program.

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

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

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

Exhibit "A".

City Of Chicago

Department Of Housing.

Prepurchase And Foreclosure Prevention Demonstration Program.

General Description:

The Prepurchase and Foreclosure Prevention Demonstration Program (the "Program") has three (3) components: prepurchase counseling to potential homebuyers, budget counseling to homeowners of low- and moderate-income who are in danger of losing their homes due to foreclosure ("Eligible Homeowners"), and emergency loans ("HELP Loans") to Eligible Homeowners in order to bring mortgage payments current or to a point where lenders will not initiate foreclosure proceedings. The program will be operated in the Roseland, West Englewood, Chicago Lawn and Gage Park neighborhoods of the City (collectively, the "Targeted Neighborhoods"). D.O.H. will engage Neighborhood Housing Services of Chicago, Inc. ("N.H.S.") to perform the prepurchase and budget counseling. In connection with the Program, N.H.S. may work with other community organizations, such as Greater Southwest Development Corporation.

Prepurchase Counseling:

N.H.S. will provide prepurchase counseling seminars to potential homebuyers in the Targeted Neighborhoods. The seminars will include but not be limited to: (a) financial management and the responsibilities of homeownership, (b) how to maintain a good credit rating, (c) understanding the mortgage loan underwriting process, (d) preventive home maintenance workshops, and (e) alternatives available to homeowners in the event of actual or potential mortgage delinquency or default.

Budget Counseling:

When appropriate, Eligible Homeowners will receive budget counseling to address the responsibilities of homeownership. D.O.H. and N.H.S. will determine the type and extent of such housing counseling. The counseling will be provided by N.H.S..

Amount And Type Of HELP Loans:

The HELP Loans will have a maximum principal amount of Five Thousand Dollars ($5,000), will not bear any interest, and will be repayable on a monthly basis after an initial six (6) month deferral period. The amount of the monthly repayment will be determined by D.O.H., with a minimum monthly repayment amount of Fifty Dollars ($50).

Eligible Housing:

Single-family properties consisting of one (1) to two (2) units which have been maintained in a safe and sanitary condition.

Eligible Homeowners:

Eligible Homeowners must (1) have a family income at or below eighty percent (80%) of the area median income, adjusted for family size, (2) be owner-occupants of eligible housing, (3) have a housing expense to income ratio satisfactory to D.O.H., (4) possess a credit history acceptable to D.O.H. prior to the threatened foreclosure, and (5) have experienced a sudden, unexpected, temporary loss of income (for example, due to unemployment, family illness, divorce or major home maintenance problem). Eligible Homeowners must be delinquent in their mortgage payments and have no other means of their own to bring their payments current, but also have a definable means of repaying the HELP Loan.

AUTHORIZATION FOR COMMISSIONER OF HOUSING TO ADMINISTER AFFORDABLE HOUSING PROGRAM THROUGH WHICH QUALIFIED DEVELOPERS MAY OBTAIN CITY-OWNED LOTS AT DISCOUNT FROM MARKET VALUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the Commissioner of

Housing to administer an affordable housing program under which the Commissioner may recommend to the City Council the sale to qualified developers of City-owned lots at a discount from their market value, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and may exercise any power related to its government and affairs; and

WHEREAS, The City, in recognition of the shortage of decent, affordable housing within Chicago, encourages the use of vacant, unused properties located within the various neighborhoods of the City for the development of housing; and

WHEREAS, The expense of acquiring lots privately at market value increases the cost of the development of new housing units and therefore makes it difficult to produce housing units affordable to persons seeking to purchase single-family housing (which shall consist of one (1) to four (4)

housing units) with incomes of one hundred twenty percent (120%) or less of median income and persons seeking to rent housing with incomes of eighty percent (80%) or less of median income (hereinafter "affordable housing"); and

WHEREAS, The City holds title to numerous parcels of surplus vacant lots in its real estate inventory ("Lots"); now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated as the findings of the City Council.

SECTION 2. The Commissioner of Housing ("Commissioner") is authorized to identify Lots appropriate for sale to developers of affordable housing and to review any and all proposals to purchase the Lots that are received from qualified developers.

SECTION 3. The Commissioner, in consultation with the Commissioner of General Services, may recommend to the City Council the sale of a Lot or an assemblage of Lots to qualified developers (singularly, "Developer" or collectively, "Developers") of affordable housing at a price per Lot equal to (a) its market value less a discount not to exceed Twenty Thousand Dollars ($20,000) per Lot ("Discount"), plus (b) the payment or reimbursement of transaction costs on account thereof incurred by the City. The Commissioner may recommend to the City Council that a Developer be offered a greater Discount in the event that said Developer proposes to construct a multiple number of housing units (more than one unit per Lot) on a particular Lot or group of assembled Lots.

SECTION 4. With respect to Lots upon which owner-occupied housing is to be constructed, at the closing of the sale of the Lot and affordable housing unit from the Developer to the initial home buyer ("Buyer"), the Buyer shall be required to execute and deliver to the City a mortgage, security and recapture agreement ("Mortgage") and covenant of residency in connection with such Mortgage in such form as has been approved by the Department of Housing and the Corporation Counsel. If the Buyer resells the Lot during a certain time period (to be determined by policies, procedures and regulations uniformly applied as established by the Commissioner) commencing with the date ("Purchase Date") on which the Buyer purchased the Lot ("Affordability Period"), the Buyer shall pay to the City an amount equal to the actual Discount, which will be reduced by an amount for each full expired year of the Affordability Period by an amount equal to the Discount divided by the number of years constituting the Affordability Period. Notwithstanding the foregoing, the Affordability Period affecting Lots having a market value of Ten Thousand Dollars ($10,000) or less shall be four years.

SECTION 5. If affordable rental housing is to be constructed on the Lot in question, at the closing of the sale of the Lot from the City to Developer, the Developer shall be required to execute and deliver to the City a Mortgage and rent certification in connection with such Mortgage in such form as has been approved by the Department of Housing and the Corporation Counsel. If the Developer resells the Lot during the Affordability Period, the Developer shall pay to the City an amount equal to the actual Discount, which will be reduced by an amount for each full expired year of the Affordability Period by an amount equal to the Discount divided by the number of years constituting the Affordability Period.

SECTION 6. The Commissioner is authorized to develop and promulgate such policies, rules and regulations as may be reasonably appropriate to identify qualified Developers and Lots which may be sold pursuant to the terms and conditions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

AFFIRMATION OF SUPPORT FOR DEVELOPMENT OF AFFORDABLE HOUSING IN CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a resolution by the Department of Housing affirming support for the development of affordable housing in the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, A great and vibrant city must provide for the housing needs of all its residents and housing opportunities that reflect the changes its citizens experience in family size and circumstances; and

WHEREAS, There is a growing understanding that strong, healthy communities are those that provide a mixed income environment and a range of housing opportunities for renters and homeowners alike; and

WHEREAS, Home ownership provides self-determination of families and stabilization for communities; and

WHEREAS, It is incumbent on government to ensure that communities are able to redevelop to the benefit of both current residents and newcomers; and

WHEREAS, The well-being of both individual families and neighborhoods is threatened by displacement and foreclosure; and

WHEREAS, The City of Chicago is committed to strengthening the City and its neighborhoods by fostering mixed-income developments and communities, and offering housing options for all City residents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of October, 1995, do hereby affirm our support for the Department of Housing to serve a broad array of housing needs, consistent and reflective of the diverse population of our City; and

Be It Further Resolved, That we acknowledge the significant role to be played by the City in financing the development of decent, affordable rental housing; and

Be It Further Resolved, That we acknowledge that healthy communities require and the citizens desire that the City also facilitate opportunities for housing as our citizen's life circumstances change requiring that the D.O.H. pursue the goal of facilitating home ownership for a greater proportion of our City's residents. This goal shall be achieved by:

Committing up to Twenty-five Million Dollars ($25,000,000) of bond volume cap to the extension of the Homebuyer Savings Program, which allows income eligible home buyers to deduct up to Two Thousand Dollars ($2,000) of mortgage interest expense per year from their federal tax payments;

Committing up to Fifty Million Dollars ($50,000,000) of volume cap to a new single-family revenue bond, which will generate funds for down payment and closing cost assistance, and mortgage interest rate write downs, for income-eligible home buyers;

Modifying the high successful New Homes for Chicago Program to incorporate condominiums; and

Introducing a new program "HELP", which will provide short-term loans to households which have experienced temporary financial setbacks, allowing them to bring past due mortgage payments current; and

Be It Further Resolved, That we recognize the difficulties posed to residents faced with displacement from their homes, and that we must re-affirm the City's commitment to the principles of the federal Uniform Relocation Act, provide greater assistance to residents faced with vacation orders, and seek to preserve affordable housing in revitalizing neighborhoods by making land more accessible to developers. Specifically, it is important that we support:

The provision of funding for two (2) additional Relocation Representatives within the Department of Housing;

The provision of funding for the Department of Housing to develop a data bank of vacant affordable apartments; and

An increase in the discount on the purchase of City-owned land by developers of affordable housing up to Twenty Thousand Dollars ($20,000) per building site.

APPROVAL FOR SELECTION OF WOODLAWN HOMES JOINT VENTURE AS DEVELOPER UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the selection of Woodlawn Homes Joint Venture to participate as a developer under the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new single-family homes ("Single-Family Homes") or two-flat buildings ("Two-flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City ("City Lots"); and

WHEREAS, The Department has recommended the selection of Woodlawn Homes Joint Venture, an Illinois joint venture ("Developer") to participate as a developer under the New Homes Program, subject to the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the Developer may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes or Two-flat Buildings, and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	Woodlawn Homes Joint Venture, an Illinois joint venture.
Aggregate Number of Single-Family Homes and Two-flat Buildings:	Not to exceed 25.
Location:	Woodlawn neighborhood; bordered by South Kimbark Avenue on the west, the Illinois Central Railroad right-of-way on the east, East 64th Street on the north and East Marquette Road on the south.

Amount of Development Subsidy:	Not to exceed $20,000 for each Single-Family Home or Two-flat Building.
Amount of Subsidy allocated for the rental unit of theTwo-flat Building:	Not to exceed $12,000 for each Two-flat Building.
Aggregate amount of Subsidy:	Not to exceed $560,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain Private Lots presently owned or to be acquired by Developer and those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Address	Permanent Index Number
City Lots:	
6462 South Kenwood Avenue	20-23-212-038
6502 South Kenwood Avenue	20-23-212-039
6506 South Kenwood Avenue	20-23-212-040
6510 -- 6512 South Kenwood Avenue	20-23-212-041
6516 -- 6518 South Kenwood Avenue	20-23-212-042
6520 -- 6522 South Kenwood Avenue	20-23-212-043
6526 -- 6528 South Kenwood Avenue	20-23-212-044
6530 South Kenwood Avenue	20-23-212-045
6534 -- 6540 South Kenwood Avenue	20-23-212-046
6521 South Kenwood Avenue	20-23-213-022
6525 South Kenwood Avenue	20-23-213-023
6541 -- 6543 South Kenwood Avenue	20-23-213-026
6545 -- 6547 South Kenwood Avenue	20-23-213-027
6550 -- 6552 South Dorchester Avenue	20-23-213-028
Private Lots:	
6529 South Kenwood Avenue	20-23-213-024
6537 South Kenwood Avenue	20-23-213-025
6542 South Dorchester Avenue	20-23-213-057

Exhibit "B".

Department Of Buildings.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers.

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water.

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.
(B-boxes, meters and remote readouts are not waived and need to be purchased).

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred four ordinances by the Department of General Services accepting bids at the following locations:

1037 North California Avenue

3901 -- 3903 West Roosevelt Road/1208 -- 1210 South Springfield Avenue

1846 -- 1852 South St. Louis Avenue/3500 -- 3502 West Ogden Avenue

609 East 92nd Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1037 North California Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Mike Soto, 1035 North California Avenue, Chicago, Illinois 60622, to purchase for the sum of $17,000.00, the City-owned vacant property, as advertised, described as follows:

> Lot 27 in Block 1 in Watriss Subdivision of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except the east 115 feet thereof) (commonly known as 1037 North California Avenue, Permanent Tax No. 16-01-408-009)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,700.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3901 -- 3903 West Roosevelt Road/1208 -- 1210 South Springfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Mohammad A. Zaboli, 9629 Keystone, Skokie, Illinois 60076, to purchase for the sum of $6,000.60, the City-owned vacant property, as advertised, described as follows:

> Lot 10 and the east 9 feet of Lot 9 in Block 2 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3901 -- 3903 West Roosevelt Road/1208 -- 1210 South Springfield Avenue, Permanent Tax No. 16-23-101-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $600.60 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1846 -- 1852 South St. Louis Avenue/
3500 -- 3502 West Ogden Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Mohammad A. Zaboli, 9629 Keystone, Skokie, Illinois 60076, to purchase for the sum of $7,272.00, the City-owned vacant property, as advertised, described as follows:

> Lots 43 and 44 in Wood's Lawndale Subdivision, being a subdivision of that part lying north of West Ogden Avenue of the east half of the west half of the west half together with the north 265 feet of the west half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 1846 -- 1852 South St. Louis Avenue/3500 -- 3502 West Ogden Avenue, Permanent Tax No. 16-23-408-045)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $727.20 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

609 East 92nd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. James Bailey, 9529 South Forest Avenue, Chicago, Illinois 60625, to purchase for the sum of $4,200.00, the City-owned vacant property, as advertised, described as follows:

> Lot 4 in Block 54 in Southeast Gross Third Addition to Dauphin Park, being a subdivision of the south half of the northeast quarter of the southeast quarter of Section 3, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 609 East 92nd Street, Permanent Tax No. 25-03-415-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $420.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the sale of property under the Adjacent Neighbors Land Acquisition Program at the following locations:

225 South Hamilton Avenue

4631 South Michigan Avenue

6432 South Wolcott Avenue

428 East 44th Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the following bids to purchase City-owned vacant properties ("Parcels") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program"), which was approved by the City Council by an ordinance adopted September 14, 1994, pages 56195 -- 56198 of the Journal of the City Council Proceedings. The bids and legal descriptions of the Parcels are as follows:

Bidder: Ms. Lillie Howell

Address: 223 South Hamilton Avenue

Bid Amount: $300.00

Real Estate Number: 3107

Address: 225 South Hamilton Avenue

Index Number: 17-18-117-011-0000

Legal Description

Lot 38 in Block 4 in Priscilla P. Hamilton's Subdivision of the east 501.62 feet of the north 1.22 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 225 South Hamilton Avenue, Chicago, Illinois).

Bidder: Mr. Byron Williams

Address: 4633 South Michigan Avenue

Bid Amount: $300.00

Real Estate Number: 5798

Address: 4631 South Michigan Avenue

Index Number: 20-03-320-008-0000

Legal Description

Lot 35 in Block 6 in Winston's Subdivision of the south 34 acres of the west half of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4631 South Michigan Avenue, Chicago, Illinois).

Bidder: Ms. Clara Moore

Address: 6434 South Wolcott Avenue

Bid Amount: $300.00

Real Estate Number: 9482

Address: 6432 South Wolcott Avenue

Index Number: 20-19-209-043-0000

Legal Description

The south 1 foot of Lot 13, all of Lot 14 and the north 5 feet of Lot 15, in Block 26 in South Lynne, a subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6432 South Wolcott Avenue, Chicago, Illinois).

Bidder: Ms. Zeretta Reid

Address: 430 East 44th Street

Bid Amount: $300.00

Real Estate Number: 5104

Address: 428 East 44th Street

Index Number: 20-03-400-040-0000

Legal Description

Lot 5 in Hart & Frank's Subdivision of Lot 4 and the west 35 feet of Lot 5 in Emigh & Kilmer's Subdivision in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 428 East 44th Street, Chicago, Illinois).

SECTION 2. The conveyances of the Parcels shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders", and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The Parcels shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds conveying all interest of the City of Chicago in the Parcels to the successful bidders identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcels has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidders to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the parcels.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

APPROVAL FOR SALE OF PARCELS I-2C AND I-2D WITHIN 63RD-HALSTED BLIGHTED COMMERCIAL DISTRICT TO HALSTED STREET LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of Parcels I-2C and I-2D in the 63rd-Halsted Blighted Commercial District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereinafter referred to as the "Commission"; and

WHEREAS, The City Council of the City of Chicago approved both the designation of and the Redevelopment Plan (the "Plan") for the 63rd-Halsted Blighted Commercial District (the "Project Area") in November 1989; and

WHEREAS, The Project Area contains two (2) disposition parcels located at 6153 -- 6155 South Halsted Street, Permanent Index Numbers and 20-16-318-007 and 20-16-318-095, and 6217 -- 6225 South Halsted Street, Permanent Index Numbers 20-16-321-004 and 20-16-321-005 (the "Parcels"); and

WHEREAS, On July 11, 1995, by Resolution No. 95-CDC-39, the Commission recommended the sale of the Parcels to the Halsted Street Limited Partnership (the "Developer"); and

WHEREAS, The Halsted Street Limited Partnership (the "Developer") has proposed to redevelop the Parcels for surface parking lots to serve an office building to be occupied by the Illinois Department of Children and Family Services ("D.C.F.S. Project"); and

WHEREAS, The sale of the Parcels to the Developer for the construction of accessory parking facilities for the D.C.F.S. Project will permit the Developer to fulfill the requirements of Business Planned Development No. 560, which was approved by the Chicago City Council on October 5, 1994; and

WHEREAS, The Developer has offered to pay the City Fifty-one Thousand Two Hundred Ninety and no/100 Dollars ($51,290.00) as consideration for the purchase of the Parcels; and

WHEREAS, The Developer has furnished satisfactory evidence to the Department of Planning and Development as to its financial qualifications to acquire and develop the Parcels; and

WHEREAS, The D.C.F.S. Project and use of the Parcels for parking purposes is in accordance with the Plan; and

WHEREAS, The City Council has considered said Resolution of the Commission and the proposed sale of the Parcels to the Developer for the Project, as recommended therein, and it is the sense of the City Council that the sale is in the furtherance of the Plan and should be approved; now, therefore,

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

SECTION 1. The sale of Disposition Parcels I-2C and I-2D in the 63rd-Halsted Blighted Commercial District to the Halsted Street Limited Partnership for the sum of Fifty-one Thousand Two Hundred Ninety and no/100 Dollars ($51,290.00) is hereby approved. The approval of this sale is expressly conditioned upon the City entering into a redevelopment agreement with the Developer which sets forth all the terms and conditions of the sale.

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the redevelopment of the Parcels, subject to the approval of such documents by the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcels to the Developer, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall be effective upon its passage and approval.

APPROVAL FOR SALE OF PARCEL R-1 WITHIN MOHAWK-NORTH REDEVELOPMENT AREA TO MR. LYMOTT NEAL.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale and redevelopment of Parcel R-1 within the Mohawk-North Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and may exercise any power related to its governmental affairs; and

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago (the "Ordinance") established the Community Development Commission (the "C.D.C."); and

WHEREAS, The C.D.C. is authorized to assume the functions of the former Department of Urban Renewal in the sale of project land to promote the redevelopment of project areas; and

WHEREAS, The City Council of the City of Chicago (the "Council") approved the Redevelopment Plan for the Mohawk-North Redevelopment Area (the "Area"), as amended, on July 29, 1992; and

WHEREAS, Parcel R-1 is located at 1520 North Mohawk Street and contains a total of approximately 2,977.5 square feet; and

WHEREAS, On August 8, 1995, the C.D.C., by Resolution No. 95-C.D.C.-45 (the "Resolution"), approved the sale and redevelopment of Parcel R-1 to Mr. Lymott Neal (the "Developer"); and

WHEREAS, The Developer has proposed to construct a market-rate, owner-occupied, single-family dwelling; and

WHEREAS, The proposed land use is in conformance with the Mohawk-North Redevelopment Plan; and

WHEREAS, The Developer has agreed to pay Ninety-six Thousand and no/100 Dollars ($96,000.00) to the City as consideration for the purchase of Parcel R-1; and

WHEREAS, The Developer has furnished satisfactory evidence as to its financial qualifications to redevelop Parcel R-1 in accordance with his proposal; and

WHEREAS, The Council has considered the Resolution of the C.D.C., and it is the sense of the Council that the sale is in furtherance of the Mohawk-North Redevelopment Plan and should be approved; now, therefore,

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

SECTION 1. The Department of Planning and Development is authorized to sell Parcel R-1 located at 1520 North Mohawk Street within the Mohawk-North Redevelopment Area, and having Property Identification Number 17-04-108-030 to Lymott Neal pursuant to the following terms:

Purchaser/Developer	Parcel	Square Feet	Total Price
Mr. Lymott Neal	R-1	2,977.5	$96,000.00

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City, is authorized to enter into a Redevelopment Agreement with the Developer and to execute such other documents as may be necessary to provide for the redevelopment of Parcel R-1, subject to the approval of the Corporation Council.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk to attest a quit claim deed for Parcel R-1 to Lymott Neal subject to the covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED PROPERTY AT 3928 WEST JACKSON BOULEVARD TO SANCTUARY OF FAITH CHURCH OF GOD IN CHRIST.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the conveyance of

City-owned property at 3928 West Jackson Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has obtained a tax deed to the unimproved parcel located at 3928 West Jackson Boulevard (Permanent Index Number 16-14-106-017) ("Property"); and

WHEREAS, Sanctuary of Faith Church of God In Christ ("Sanctuary of Faith") an Illinois not-for-profit corporation, has informed the Department of Housing ("Department") of its willingness to acquire the Property in order to complete an assemblage of land for the development of a new church; and

WHEREAS, Sanctuary of Faith has agreed to pay Six Thousand and no/100 Dollars ($6,000.00) for the Property which is equivalent to the

appraised fair market value as determined by the Department of Housing; and

WHEREAS, The Department has reviewed the proposal of Sanctuary of Faith and has determined that it is satisfactory; and

WHEREAS, No other developers have responded to the Department's notice of intent to negotiate with Sanctuary of Faith which was published in the *Chicago Sun-Times* newspaper on July 12, 1995; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to Sanctuary of Faith for Six Thousand and no/100 Dollars ($6,000.00) is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Property to Sanctuary of Faith, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Sanctuary of Faith, or to a land trust of which Sanctuary of Faith is the sole beneficiary, subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall take effect upon its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 240 -- 246 NORTH CENTRAL AVENUE/5607 -- 5615 WEST FULTON STREET UNDER HOME RULE AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a home rule

sale at 240 -- 246 North Central Avenue/5607 -- 5615 West Fulton Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, 300 North Central Building Corporation ("Grantee") in care of Mr. David C. Dunkin, 180 North LaSalle Street, Chicago Illinois 60601, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Twenty-five Thousand Six Hundred and no/100 Dollars ($25,600.00).

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

The north 100 feet (except the west 10 feet thereof) of the east half of Block 9 of Frink's Resubdivision of Lots 1 to 8, inclusive, in Frink's Subdivision of the north 36¼ acres of the northeast quarter of the southeast quarter of Section 8, and the north 37¼ acres of the northwest quarter of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 240 -- 246 North Central Avenue/5607 -- 5615 West Fulton Street, Permanent Index Number 16-08-411-019).

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER HOME RULE AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred four ordinances by the Department of General Services accepting home rule sales of City-owned property at the following locations:

2614 -- 2616 West Lake Street/201 -- 217 North Talman Avenue

2338, 2340 and 2342 West Maypole Avenue

West Polk Street and South Laflin Street

2350 West Roosevelt Road,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being part of the ordinance):

2614 -- 2616 West Lake Street/201 -- 217 North Talman Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Wood Recycling, Ltd. ("Grantee"), 2620 West Lake Street, Chicago, Illinois 60612, has offered to purchase the Property from the City for the purpose of constructing a manufacturing plant thereon for use in conjunction with its neighboring business; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Two Hundred Thirty-three Thousand Five Hundred and no/100 Dollars ($233,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a manufacturing plant is built on the Property within twelve (12) months of the date of this deed; and

2) the Property is used as a manufacturing plant for a period of not less than five (5) years.

This right of reverter shall terminate after five (5) years from the date of this deed.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lots 1 and 2 in Sullivan's Resubdivision of part of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2614 -- 2616 West Lake Street/201 -- 217 North Talman Avenue, Chicago, Illinois 60612, Permanent Index Number 16-12-410-001).

2338, 2340 And 2342 West Maypole Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcels of property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Board of Education of the City of Chicago ("Grantee"), 1819 West Pershing Road, Chicago, Illinois, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with Dett Elementary School; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee for nominal consideration.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express condition that the Property is used as a teacher parking lot. In the event that the Property is not used as a teacher parking lot, the City of Chicago may revest title to the Property in the City of Chicago.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 21 (except that part thereof taken or used for an alley) in County Clerk's Second Division of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 56 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2338 West Maypole Avenue, Permanent Index No. 17-07-316-030).

Lot 20 in the County Clerk's Second Division of Lots 1, 2 and 4 to 14, inclusive, in the subdivision of Block 56 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2340 West Maypole Avenue, Permanent Index No. 17-07-316-029).

Lot 19 in County Clerk's Second Division of Lots 1, 28, 4 to 14 in Block 56 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2342 West Maypole Avenue, Permanent Index No. 17-07-316-028).

West Polk Street And South Laflin Street.

WHEREAS, The Chicago Park District is the owner of the vacant parcel of property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property consists of approximately 545 square feet and comprises a small portion of Garibaldi Playground located in the vicinity of West Polk and South Laflin Streets; and

WHEREAS, Robert M. Kowalski, the owner of the adjacent parcel of property, has offered to purchase the Property for use in connection with the construction of a new home on his property; and

WHEREAS, The City of Chicago is interested in acquiring the Property from the Chicago Park District for nominal consideration for the purpose of selling it to Robert M. Kowalski for use by Robert M. Kowalski in connection with the construction of his new home; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The Department of General Services is hereby authorized to accept a deed of conveyance from the Chicago Park District for the Property for nominal consideration, subject to the approval of the Corporation Counsel.

SECTION 2. The City of Chicago hereby approves the conveyance of the Property to Robert M. Kowalski for the sum of Four Thousand Nine Hundred and no/100 Dollars ($4,900.00).

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Mr. Robert M. Kowalski. The quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express condition that the Property is used in connection with the construction of a new home on the Grantee's adjacent property. In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. This right of reverter and re-entry shall terminate upon the issuance of a certificate of occupancy by the City of Chicago.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

The south 77.6 feet and the east 7.02 feet of Lot 46 included in Laflin and Loomis Resubdivision of the south half of Block 41 in Canal Trustees' Subdivision of the west half of the west half of the northeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (part of Permanent Index Number 17-17-301-046).

2350 West Roosevelt Road.

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the unimproved parcel of real property described herein to White Castle Systems, Inc., 555 West Goodale Street, Columbus, Ohio 43215-1171.

Real Estate Number: 1898

Amount: $15,000.00

Address: 2350 West Roosevelt Road

Permanent Tax Number: 17-18-335-023

Legal Description

Lot 28 (except the south 17 feet thereof taken for widening 12th Street) in Douglas Subdivision of Block 9 in Morris and Others Subdivision of the west

half of the southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein, the Mayor or his proxy is authorized to execute a quitclaim deed conveying the parcel of real property to White Castle Systems, Inc., for expansion of their business and also creating several new positions.

SECTION 3. This ordinance shall be effective upon its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 740 -- 742 WEST 80TH STREET/7956 SOUTH EMERALD AVENUE UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a special sale at 740 -- 742 West 80th Street/7956 South Emerald Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Lake Region Conference Association of Seventh Day Adventists, an Illinois not-for-profit corporation ("Grantee"), 8517 South State Street, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed;

2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (5) years from the date of this deed.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 30 in Block 4 in George A. Chamber's Subdivision of that part of the north half of the north of half of the northwest quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 740 -- 742 West 80th Street/7956 South Emerald Avenue, Chicago, Illinois, Permanent Index Number 20-33-100-025-0000).

AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR PERSHING ROAD/OAKWOOD BOULEVARD PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Transportation authorizing the acquisition of various parcels of right-of-way for the Pershing Road/Oakwood Boulevard

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 21, 1994, the City Council of the City of Chicago approved an ordinance (Council Journal of Proceedings, pages 63529 -- 63537) authorizing the Commissioner of Transportation ("Commissioner") to execute an Individual Project Agreement with the State of Illinois acting through its Department of Transportation ("State") for preliminary engineering for the improvement of East Pershing Road/South Oakwood Boulevard, between South Cottage Grove Avenue and the Illinois Central Railroad tracks west of South Lake Shore Drive ("Project"); and

WHEREAS, The Project includes the construction and relocation of sections of East Pershing Road and South Oakwood Boulevard and the modernization of existing traffic signals within the Project limits; and

WHEREAS, On July 7, 1995, the Commissioner entered into an Individual Project Agreement with the State for the Project ("Agreement") in accordance with the above referenced ordinance; and

WHEREAS, Section 3.02 of the Agreement authorized the City to acquire, in its name and subject to reimbursement by the State, all necessary right-of-way for the Project; and

WHEREAS, Plans, engineering and construction drawings have been prepared and developed, and the Commissioner has identified specific parcels of right-of-way necessary for the construction, operation and maintenance of the roadway improvements of the Project; and

WHEREAS, It is the intent of the City Council to grant to the Commissioner the authority to acquire such right-of-way for the Project, in accordance with applicable federal and state regulations; now, therefore,

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

SECTION 1. It is useful, necessary, and advantageous for the City to acquire title to the real property identified in Exhibit A which is attached and incorporated, for purposes of the construction, operation and maintenance of the Project.

SECTION 2. The Commissioner is hereby authorized to negotiate, on behalf of the City of Chicago, with the owners of the real property identified in Exhibit A to acquire such property for the Project. In the event a settlement is reached with an owner, the Commissioner is hereby authorized to acquire such parcel or rights at the agreed price, subject to the approval of the State, and in accordance with all applicable laws and regulations.

SECTION 3. In the event that the Commissioner is unable to negotiate or agree with an owner of a parcel, or the owner is unable to convey clear title to any such parcel, then the Commissioner shall report such fact to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire such parcel or property right in accordance with the laws of the State of Illinois.

SECTION 4. This ordinance shall be in effect upon its passage and approval in accordance with law.

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

Exhibit "A".

Those portions of the west half of the northwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, and the west half of the southwest quarter of Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, described as follows:

the north 80 feet of Lot 10 and the north 100 feet of the west half of Lot 9 in Block 5 of Cleaverville, recorded October 14, 1858 as Document Number 7448; and also the resubdivision of Lots 6, 7, and the west 34 feet of Lot 5 in said Block 5, recorded May 1, 1867; and also Barry and Fellow's Subdivision of part of said Block 5, recorded August 10, 1895 as Document Number 2261741; and also Fisher's Resubdivision of part of Lot 10 in said Block 5, recorded April 2, 1874 as Document Number 159675;

Also

Lots 2, 3 and the easterly 40 feet of Lot 4 in Block 5 of Cleaverville, recorded October 14, 1858 as Document Number 7448; and also Lots 7 through 10, inclusive, and the 14 foot wide alley lying between, in Abell's Subdivision of Lot 1 in said Block 5;

Also

Lots 1 through 3, inclusive, and Lots 10 and 11 in the subdivision of Block 6 of Cleaverville, recorded July 20, 1863 as Document Number 6819; and also Lot A in the consolidation of the north 10 feet of Lot 8, and all of Lot 9 and the south 25 feet of Lots 10 and 11 in the subdivision of said Block 6, recorded September 1, 1915 as Document Number 5702561;

Also

Lots 1 through 11, inclusive, and the private alley lying between, in Bensley's Subdivision of Lots 15 and 16 of the Assessor's Division of Block 7 of Cleaverville, recorded June 5, 1886 as Document Number 723556.

REPEAL OF PREVIOUS ORDINANCES AND REDEVELOPMENT AGREEMENT CONCERNING BETHEL NEW LIFE, INCORPORATED AND AUTHORIZATION FOR REDEVELOPMENT AGREEMENT WITH GREATER WESTSIDE ISAIAH CORPORATION FOR CONSTRUCTION OF SINGLE-FAMILY HOUSING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the transfer of various City-owned parcels to Greater Westside Isaiah Corporation pursuant to a redevelopment agreement, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted July 19, 1989 (Council Journal of Proceedings, pages 3465 -- 3482), and by ordinance adopted November 14, 1990 (Council Journal of Proceedings, pages 24506--

24546) and by ordinance adopted February 4, 1992 (Council Journal of Proceedings, pages 12790 -- 12792), proposed to convey to Bethel New Life, Incorporated ("Bethel"), certain City-owned parcels to be redeveloped by Bethel with single-family housing in connection with the West Side Isaiah Plan; and

WHEREAS, Pursuant to said ordinances, the City and Bethel entered into that certain "Redevelopment Agreement, Bethel New Life, Incorporated; West Side Isaiah Plan" dated May 20, 1992 ("Redevelopment Agreement"); and

WHEREAS, Bethel has proposed to modify the existing redevelopment project by having Greater Westside Isaiah Corporation, an Illinois not-for-profit corporation, succeed in its interest and solely redevelop those City-owned parcels listed on Exhibit A attached hereto with single-family housing in conjunction with the West Side Isaiah Plan; and

WHEREAS, The City seeks to repeal the ordinances and to rescind the Redevelopment Agreement, and to approve the redevelopment project currently proposed by Greater Westside Isaiah Corporation; and

WHEREAS, The Department recommends to the City Council that it approve the proposed redevelopment project by Greater Westside Isaiah Corporation; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated as the findings of the City Council.

SECTION 2. The following ordinances are hereby repealed and are of no further force and effect: the ordinance adopted July 19, 1989 (Council Journal of Proceedings, pages 3465 -- 3482), the ordinance adopted November 14, 1990 (Council Journal of Proceedings, pages 24506 -- 24546) and the ordinance adopted February 4, 1992 (Council Journal of Proceedings, pages 12790 -- 12792).

SECTION 3. The terms and provisions of that certain "Redevelopment Agreement, Bethel New Life, Incorporated; West Side Isaiah Plan" dated May 20, 1992 are hereby rescinded and are of no further force and effect.

SECTION 4. The Commissioner of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with Greater Westside Isaiah Corporation, an Illinois not-for-profit corporation, and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Greater Westside Isaiah Corporation in conjunction with the West Side Isaiah Plan.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Greater Westside Isaiah Corporation those certain City parcels listed on Exhibit A attached hereto.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Parcels.

Parcel	Permanent Index Number
511 South Campbell Avenue	16-13-234-005-0000
523 South Campbell Avenue	16-13-234-011-0000
128 -- 130 North Hamlin Avenue/ 3809 -- 3811 West West End Avenue	16-11-310-020/023
2430 West Harrison Street	16-13-234-038-0000
2432 West Harrison Street	16-13-234-037-0000
2434 West Harrison Street	16-13-234-036-0000
2436 West Harrison Street	16-13-234-035-0000
4122 West Washington Boulevard	16-10-420-036/37
4140 West Washington Boulevard	16-10-420-031-0000

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT FOR PROPERTY AT 11250 SOUTH HALSTED STREET FOR USE BY DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the renewal of a lease at 11250 South Halsted Street for the Department of Health (Lease No. 10014), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute, on behalf of the City of Chicago, a renewal of a lease with Richard Erickson, as Landlord, managed by Richard H. Carlin, Agent, doing business as Beverly Hills Realty Company, for approximately four thousand one hundred (4,100) square feet of office space located at 11250 South Halsted Street, for use by the Department of Health, as Tenant, and also

approximately seven thousand twenty-five (7,025) square feet of vacant land adjacent to said building to be used exclusively by the Department of Health for parking purposes, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995, by and between Richard Erickson as sole owner, managed by Richard H. Carlin, Agent, doing business as Beverly Hills Realty Company (hereinafter referred to as "Landlord") and the City of Chicago, a municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 11250 South Halsted Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately four thousand one hundred (4,100) square feet of office space located at 11250 South Halsted Street to be used by the Department of Health, and approximately seven thousand twenty-five (7,025) square feet of vacant land adjacent to said building, to be used exclusively by the Department of Health for parking purposes;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately four thousand one hundred (4,100) square feet of ground floor office space and approximately seven thousand twenty-five (7,025) square feet of vacant land adjacent to said building located on that certain parcel of real estate more commonly known as 11250 South Halsted Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on November 1, 1994, ("Commencement Date") and shall end on October 31, 1997, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

(a) Three Thousand Two Hundred Thirteen and no/100 Dollars ($3,213.00) per month for the period beginning on the first (1st) day of November, 1994 and ending on the thirty-first (31st) day of October, 1995;

(b) Three Thousand Two Hundred Ninety-three and no/100 Dollars ($3,293.00) per month for the period beginning on the first (1st) day of November, 1995 and ending on the thirty-first (31st) day of October, 1996;

(c) Three Thousand Three Hundred Seventy-five and no/100 Dollars ($3,375.00) per month for the period beginning on the first (1st) day of November, 1996 and ending on the thirty-first (31st) day of October, 1997.

Rent shall be paid to Landlord at Beverly Hills Realty Company, P.O. Box 485, Palatine, Illinois, 60078-0485, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Others Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water and sewer charges, and other levies assessed against the Premises, except for those charges which this lease specifies the Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law"), which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning November 1, 1997, and the rent shall be at the same rate as set forth in Section 3, 3.1(c) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be

given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Beverly Hills Realty Company
Attention: Richard H. Carlin
P. O. Box 485
Palatine, Illinois 60078-0485

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice at any time during the term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide and pay for exterminator services whenever necessary.

11.2

Provide and pay for prompt removal of snow and ice from sidewalks where the Premises is located.

11.3

Provide and pay for domestic and hot water to the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Provide and pay for window-washing of all windows, interior and exterior, at the Premises, on a reasonable basis.

11.6

Provide, at Landlord's sole cost and expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical, and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.7

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.9

Repair and maintain parking lot adjacent to the Premises when necessary.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Premises.

12.7

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1

Landlord, under this lease, shall complete the following within the first sixty (60) days from the execution of this lease:

(a) Install electrical outlet in reception area capable of running computer.

(b) Repair all interior doors and locks where necessary.

(c) Replace damaged baseboards in kitchen, reception area and hallway.

(d) Replace curtains in kitchen.

(e) Replace blinds in Conference Room.

(f) Repair floor tiles where necessary.

(g) Install missing fluorescent light fixture covers.

(h) Install vanity sinks in Ladies' Room and Men's Room.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

_____

Richard Erickson, as sole owner, managed by Richard H. Carlin, Agent, doing business as Beverly Hills Realty Company

Tenant:

City of Chicago, an Illinois municipal corporation

By: Department of General Services

By: _____
Commissioner

Approved: Department of Health

By: _____
Sheila Lyne, R.S.M., Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4137 NORTH ROCKWELL STREET FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 4137 North Rockwell Street for the Department of Streets and Sanitation (Lease No. 13042), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Irwin Shakin and Phyllis Shakin, his wife, as beneficiaries under Amercian National Bank & Trust Company, Trust No. 008055-72 dated September 29, 1986, as Landlord, for approximately two thousand six hundred seventy-three (2,673) square feet of office space and approximately four thousand six hundred fifty-three (4,653) square feet of warehouse space for a combined total of seven thousand three hundred twenty-six (7,326) square feet located at 4137 North Rockwell Street for use by the Department of Streets and Sanitation, as Tenant; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995 by and between Irwin Shakin and Phyllis Shakin, as beneficiaries under American National Bank & Trust Company, Trust No. 0080555-72, dated September 29, 1986 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4137 North Rockwell Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two thousand six hundred seventy-three (2,673) square feet of office space and four thousand six hundred fifty-three (4,653) square feet of warehouse space for a total of seven thousand

three hundred twenty-six (7,326) square feet, located at 4137 North Rockwell Street to be used by the Department of Streets and Sanitation for its 47th Ward yard and office;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately nine hundred forty-nine (949) square feet of office space on the first floor and one thousand seven hundred twenty-four (1,724) square feet on the second floor for an office space total of two thousand nine hundred sixty (2,960) square feet and four thousand six hundred fifty-three (4,653) square feet of warehouse space for a combined total of seven thousand three hundred twenty-six (7,326) square feet, located on that certain parcel of real estate more commonly known as 4137 North Rockwell Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on October 1, 1995, ("Commencement Date") and shall end on September 30, 2001 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Three Thousand Five Hundred Ten and no/100 Dollars ($3,510.00) per month for the period beginning on the first (1st) day of October, 1995 or date of occupation with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first (1st) day of the month, and ending on the thirtieth (30th) day of September, 2001;

(b) Three Thousand Six Hundred One and no/100 Dollars ($3,601.00) per month for the period beginning on the first (1st) day of October, 1996 and ending on the thirtieth (30th) day of September, 1997;

(c) Three Thousand Six Hundred Ninety-three and no/100 Dollars ($3,693.00) per month for the period beginning on the first (1st) day of October, 1997 and ending on the thirtieth (30th) day of September, 1998;

(d) Three Thousand Seven Hundred Eighty-five and no/100 Dollars ($3,785.00) per month for the period beginning on the first (1st) day of October, 1998 and ending on the thirtieth (30th) day of September, 1999;

(e) Three Thousand Eight Hundred Seventy-six and no/100 Dollars ($3,876.00) per month for the period beginning on the first (1st) day of October, 1999 and ending on the thirtieth (30th) day of September, 2000;

(f) Three Thousand Nine Hundred Sixty-eight and no/100 Dollars ($3,968.00) per month for the period beginning on the first (1st) day of October, 2000 and ending on the thirtieth (30th) day of September, 2001.

Rent shall be paid to Landlord at Irv Shakin, 8130 North River Drive, Morton Grove, Illinois, 60653, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, gas and heat. In addition, Landlord shall pay its portion for sewer and water charges for office area only and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, gas for heating in warehouse, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

(c) Landlord shall have no obligation to Tenant for any condition or violation, as specified in paragraphs (a) and (b) of this Section 4, existing on the Premises at date of possession resulting from current tenant's use and occupancy of the Premises; the current tenant and the Tenant under this lease being the same.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"), except for damages or violations resulting from Tenant's direct use of Premises. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein for a period of sixty (60) days, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal

interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning December 1, 2001 and the rent shall be at the same rate as set forth in Section 3 of this lease.

Section 10.

Miscellaneous.

10.1 Notices.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Nate Fisher
120 West Madison Street
Chicago, Illinois 60601

Irv Shakin
8130 North River Drive
Morton Grove, Illinois 60653

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed or deposited with courier.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with ninety (90) days prior written notice after thirty-six (36) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide smoke detectors in warehouse and office area.

11.2

Provide automatic door openers for all overhead doors in warehouse.

11.3

Provide and pay for washing of all outside windows on a semi-annual basis.

11.4

Provide and pay for exterminator service whenever necessary, except where necessity is caused by Tenants direct negligent use of Premises.

11.5

Provide and pay for hot and domestic water in office area only.

11.6

Maintain plumbing in good operable condition.

11.7

Maintain roof in a watertight condition.

11.8

Provide two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.9

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, plumbing, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.10

Provide air-conditioning to the office areas only on the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.11

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.12

Maintain garage doors and automatic garage door openers. Landlord will not be responsible for damage caused by acts of vandalism or negligence by Tenant or any of its agents or clients.

11.13

Pay for heating fuel costs and water and sewer charges for office area only.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.2

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.3

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.4

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.5

Pay for monthly alarm service and maintenance of the system, if installed.

12.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises.

12.7

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1

The rights of the Tenants under this lease shall be and are subject and subordinate at all times to the lieu of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Landlord.

13.2 Use Of Premises.

Tenant shall have use and occupy the Premises for warehouse and office use and for no other purpose.

13.3

Tenant has the right of first refusal in the event that other portion of Premises becomes available for lease. Landlord shall give Tenant sixty (60) day written notice of availability of space.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Irwin Shakin,
Beneficiary

By: _____
Phyllis Shakin,
Beneficiary

By: _____
American National Bank,
as Trustee, under Trust
Number 08055-72
dated September 29, 1986

Tenant:

City of Chicago, an Illinois
municipal corporation

By: Department of General
Services

By: _____
Carlos Ponce,
Commissioner

Approved: Department of Streets and Sanitation

By: _____
Eileen Carey,
Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT ONE NORTH LA SALLE STREET FOR MAYOR'S OFFICE OF SPECIAL EVENTS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at One North LaSalle Street for the Mayor's Office of Special Events (Lease No. 14103), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Investment Property Associates, as Landlord, for approximately two thousand one hundred twenty-five (2,125) square feet of office space located on the 21st floor of One North LaSalle Street, for use by the Mayor's Office of Special Events Film Office, as Tenant, such lease to be approved by the Executive Director of the Mayor's Office of Special Events and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995, by and between Investment Properties Associates (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as One North LaSalle Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two thousand one hundred twenty-five (2,125) square feet of office space located at One North LaSalle Street, on the 21st floor, Suite 2165, to be used by the Mayor's Office of Special Events Film Office;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately two thousand one hundred twenty-five (2,125) square feet of office space located on that certain parcel of real estate more commonly known as One North LaSalle Street, Suite 2165, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on July 1, 1995 ("Commencement Date"), and shall end on June 30, 1999, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Three Thousand Ten and no/100 Dollars ($3,010.00) per month for the period beginning on the first (1st) day of July, 1995 and ending on the thirtieth (30th) day of June, 1997;

(b) Three Thousand One Hundred Thirty and no/100 Dollars ($3,130.00) per month for the period beginning on the first (1st) day of July, 1997 and ending on the thirtieth (30th) day of June, 1999;

Monthly Rental Shall Be Waived By Landlord For The Sixth (6th) And The Thirtieth (30th) Months Of The Lease, December, 1995 And December, 1997.

Rent shall be paid to Landlord at Helmsley-Spear of Illinois, Incorporated, One North LaSalle Street, Chicago, Illinois, 60602 or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, gas, heat, water and sewer charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, power and telephone or other communication services, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of

inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

Landlord does not warrant that any of the services will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, provided, however, that Landlord will at all times use diligent efforts promptly to remedy any situation which might interrupt such services.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

However, Tenant's rights to terminate the lease shall only be applicable if the Premises are not restored so that Tenant may use the same in the normal course of business within sixty (60) days after the date of such damage or construction. If Tenant elects to declare that it has terminated, then it shall make such declaration within such sixty (60) days.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning July 1, 1999 and the rent shall be at the same rate as set forth in Section 3, 3.1(b) of this lease.

Section 10.

Miscellaneous.

10.1 Notices.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered in person or by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered in person or by a national overnight courier or shall be sent by United States registered or certified

mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Helmsley-Spear of Illinois, Incorporated
c/o Elizabeth Allen
One North LaSalle Street
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with thirty (30) days prior written notice after twenty-four (24) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if

any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Professionally paint the Premises prior to the execution of this lease.

11.2

Repair or replace locks on front door prior to the execution of this lease.

11.3

Provide, at Landlord's sole cost and expense, all domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Maintain one (1) fire extinguisher on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.6

Provide, at Landlord's expense, any and all janitorial service for

maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be constructed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.7

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8

Provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.9

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

11.10

Provide and pay for window washing of all windows in the demised Premises, both inside and out, weather permitting, at least three (3) times per year.

11.11

Provide and pay for automatic elevator service at all times in common with other tenants.

11.12

Provide and pay for exterminator service whenever necessary.

11.13

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised Premises.

11.14

Provide and pay for twenty-four (24) hour security service to the building.

11.15

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense, make repairs, alterations or improvements in or to the building or any part thereof including the Premises, and during operations, may close entrances, doors, corridors, elevators and other facilities and may have access to and open ceilings, all without any liability to the Tenant by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Tenant, the rent paid by Tenant shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Tenant.

11.16

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of the Landlord, Tenant shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Landlord, Tenant shall provide any information or certification of the status of this lease reasonably requested by Landlord, and Tenant shall execute any memorandum, certificate, attornment or other document in recordable form or otherwise as required by Landlord or to evidence the existence of this lease or to effectuate any such assignment of Landlord's interest herein. Landlord's interest may be assigned to a Mortgagee in connection with a Mortgage made on the building in which the Premises are located and at said Mortgagee's request. Tenant's interest shall be junior and subordinate to such interest. An appropriate subordination and non-disturbance agreement shall be executed herein providing that so long as Tenant is not in default under this lease, its use and occupancy of the Premises shall be continued.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Pay for prorated water used for air-conditioning within demised Premises.

12.2

Tenant reserves the right to install an appropriate sign on the front exterior of office space provided that it complies with federal, state and municipal laws and building standards.

12.3

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.4

Replace light bulbs, if necessary.

12.5

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

Section 13.

Additional Clauses.

13.1

The Premises are not serviced by an electrical meter at this time. Pending installation of an electric meter which Tenant may do at any time at its expense, Tenant will pay Landlord as additional rent in monthly installments at the time prescribed for monthly installments of rent, an amount as estimated by Landlord that the Tenant would pay for such electric energy if the same were separately metered to the Premises by Commonwealth Edison Company or any other local electric utility company furnishing such services, which amount shall be at the rates then being charged to the Landlord. The present estimated amount is Two Hundred Eighty-four and no/100 Dollars ($284.00) per month. Landlord shall have the right to, and at the request of Tenant shall, have a survey made by an engineer or firm experienced in such matters to ascertain what Tenant's cost for electrical energy would be if separately metered and billed to Tenant, as aforesaid, in which event the monthly amount paid by Tenant shall be in accordance with such estimate.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Investment Properties Associates

_____

Irving Schneider,
General Partner,
Investment Properties Associates

Tenant:

City of Chicago, an Illinois
municipal corporation

By: Department of General Services

By: _____
Commissioner

Approved: Mayor's Office of Special Events

By: _____
James E. Sheahan,
Director

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2435 EAST 100TH STREET FOR CHICAGO PUBLIC LIBRARY.
(Jeffery Manor Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 2435 East 100th Street for the Chicago Public Library (Lease No. 19006), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Stanley Martin, Mary Martin and Martha Newman, as Landlord, for approximately one thousand three hundred seventy-five (1,375) square feet of office space located on the ground floor at 2435 East 100th Street for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995 by and between Stanley Martin, Mary Martin and Martha Newman (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 2435 East 100th Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one thousand three hundred seventy-five (1,375) square feet of office space located at 2435 East 100th Street to be used by the Chicago Public Library as its Jeffery Manor Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately one thousand three hundred seventy-five (1,375) square feet of ground floor office space located on that certain parcel of real estate more commonly known as 2435 East 100th Street, Chicago, Illinois (the "Premises")

Section 2.

Term.

The term of this lease ("Term") shall commence on April 1, 1995 ("Commencement Date"), and shall end on March 31, 1996, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) One Thousand Eight and no/100 Dollars ($1,008.00) per month for the period beginning on the 1st day of April, 1995 and ending on the 31st day of March, 1996.

Rent shall be paid to Landlord at 10009 South Yates Avenue, Chicago, Illinois, 60617 or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges, and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Tenant shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning April 1, 1996 and the rent shall be at the same rate as set forth in Section 3, 3.1(a) of this lease.

Section 10.

Miscellaneous.

10.1 Notices.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Stanley and Mary Martin
and Martha Newman
10009 South Yates Avenue
Chicago, Illinois 60617

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all

purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with ninety (90) days prior written notice during the Term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide and pay for exterminator services whenever necessary.

11.2

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised Premises.

11.3

Provide and pay for hot and domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Provide and pay for window washing of all windows in the Premises, both inside and outside, on a reasonable basis.

11.6

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.7

Provide air-conditioning to the Premises, whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8

Provide and pay for heat to the Premises, whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Stanley Martin

By: _____
Mary Martin

By: _____
Martha Newman

Tenant:

By: City of Chicago, an Illinois municipal corporation

By: Department of General Services

By: _____
Commissioner

Approved: The Chicago Public Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
Cindy Pritzker,
President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT NORTH LAKE SHORE DRIVE AND EAST RANDOLPH STREET FOR COLUMBIA YACHT CLUB.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at North Lake Shore Drive and East Randolph Street for the Columbia Yacht Club (Lease No. 20074), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Landlord, and Columbia Yacht Club, as Tenant, for approximately sixteen thousand three hundred twenty (16,320) square feet of vacant land located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street, bordered on the west by the "on ramp" for the northbound lanes of Lake Shore Drive and on the east by the roadway providing access to the balance of the paved area under Lake Shore Drive, such lease to be approved by the Commissioner of General Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995, by and between the City of Chicago, a municipal corporation (herein referred to as "Landlord") and Columbia Yacht Club (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as the paved vacant land located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the paved vacant land located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street, to be used by the Columbia Yacht Club;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately sixteen thousand three hundred twenty (16,320) square feet of paved vacant land located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street, bordered on the west by the "on ramp" for the northbound lanes of Lake Shore Drive and on the east by the roadway providing access to the balance of the paved area under Lake Shore Drive, Chicago, Illinois (the "Premises"). (See Exhibit "A")

Section 2.

Term.

The term of this lease ("Term") shall commence on August 1, 1995 ("Commencement Date") and shall end on July 31, 1998, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Six Hundred Sixty and no/100 Dollars ($660.00) per month for the period beginning on the first (1st) day of August, 1995 and ending on the thirty-first (31st) day of July, 1996;

(b) Seven Hundred Twenty-six and no/100 Dollars ($726.00) per month for the period beginning on the first (1st day) of August, 1996 and ending on the thirty-first (31st) day of July, 1997;

(c) Seven Hundred Sixty-two and no/100 Dollars ($762.00) per month for the period beginning on the first (1st) day of August, 1997 and ending on the thirty-first (31st) day of July, 1998.

Rent shall be paid to Landlord at the Department of General Services, 510 North Peshtigo Court, Chicago, Illinois 60611, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all duties, assessments, water and sewer charges, and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, telephone, power, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Tenant's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to a no fee parking lot for automobiles of guests and members of Columbia Yacht Club.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Tenant's Duty To Provide Liability Insurance.

During the Term, Tenant shall, at Tenant's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Landlord on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than Two Million and no/100 Dollars ($2,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Tenant as named insured and the Landlord as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Landlord and Tenant.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason of Tenant's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If either Landlord or Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal

interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Tenant's Duty To Comply With Governmental Ethics Ordinance.

Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the Landlord.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from day to day only beginning on the first (1st) day of August, 1998.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Columbia Yacht Club
c/o Harvey Herzog
111 North Lake Shore Drive
Chicago, Illinois 60601

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord shall have the right to terminate this lease by providing Tenant with thirty (30) days prior written notice at any time during the term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the

party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

11.1

Provide and pay for nightly custodial services which shall be construed as removing debris, emptying wastepaper baskets, if any, replacement of light bulbs and sweeping of any kind.

11.2

Tenant shall obtain any license or permit required to operate a parking lot. The City of Chicago/Department of General Services must be notified of the issuance of any such license or permit by the Tenant. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease. This lease does not constitute a permit or license to operate the Premises for any particular use. Also, this lease does not constitute a waiver of any fee required to be paid for the issuance of such permit.

11.3

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises

at the beginning of this lease, with normal wear and tear taken into consideration.

11.4

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.5

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

11.6

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

Section 12.

Additional Clauses.

12.1

Tenant shall pay all scavenger costs associated with the demised Premises

12.2

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.

12.3

Encumbering Title: Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the leased Premises,

nor shall the interest or estate of Landlord in the leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by Tenant any claim to, or lien upon, the leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the leased Premises.

12.4

All improvements that Tenant constructs or installs on the demised Premises at landlord's option shall become the property of the Landlord upon the termination of this lease.

12.5

Severability: If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

12.6

Tenant shall pay for electricity for operation of overhead lights. Tenant will provide and pay for meter installation if necessary.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: City of Chicago, an Illinois municipal corporation

By: Department of General Services

By: _____
Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

Tenant:

By: Columbia Yacht Club

By: _____
Harvey Herzog,
Commodore

[Exhibit "A" referred to in this Lease Agreement printed on page 8206 of this Journal.]

Failed To Pass -- REQUEST FOR HOUSING SUBSIDY PROGRAMS FUNDED THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT TO BE TARGETED TO HOUSEHOLDS WITH MOST SEVERE NEEDS.

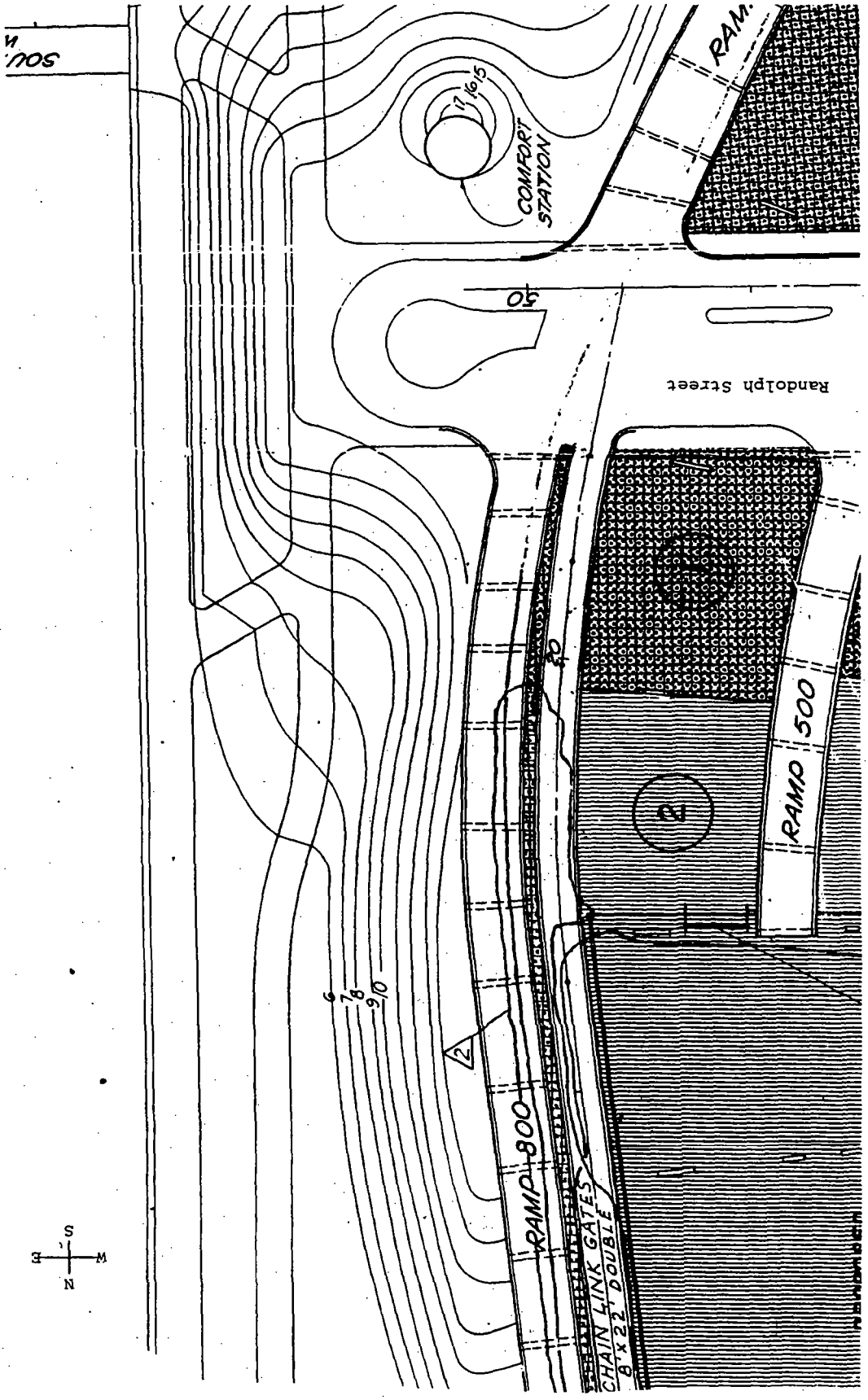
The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

(Continued on page 8207)

Exhibit "A".
(To Lease Agreement For Columbia Yacht Club)



(Continued from page 8205)

Your Committee on Housing and Real Estate, to which was referred an ordinance by Alderman Toni Preckwinkle (4th Ward) requiring the Department of Housing to redefine income definitions, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, There are more than sixty thousand (60,000) homeless Chicagoans, of whom more than forty percent (40%) are women and children; and

WHEREAS, Based upon the 1990 Census, thirty-five percent (35%) of Chicago households paid more than thirty percent (30%) of their income for housing; and

WHEREAS, The City of Chicago is committed to increasing housing opportunities for all of its citizens; and

WHEREAS, A number of private financial institutions have pledged over One and One-Half Billion Dollars ($1,500,000,000) for Chicago redevelopment; and

WHEREAS, The private sector can not make a profit by producing affordable housing at the level needed by thirty percent (30%) of Chicago's households without subsidies from the City; and

WHEREAS, The City of Chicago presently uses the Primary Metropolitan Statistical Area (P.M.S.A.), which exceeds the median income for the City of Chicago by thirty percent (30%), thereby making households eligible for housing subsidies who are affluent by Chicago standards; and

WHEREAS, The P.M.S.A. also includes suburban Cook County, DuPage County, McHenry County, Will County and Lake County; and

WHEREAS, Poor households have the most severe housing need; now, therefore,

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

SECTION 1. That the housing subsidy programs of the City Community Development Block Grant (C.D.B.G.) should be targeted to the households with the most severe needs.

SECTION 2. That to ensure that affordable housing is produced by the subsidy programs of the City and the Department of Housing are directed to redefine income definitions of "moderate income", "low-income" and "very low-income" based on the median family income statistics of the City of Chicago, and not the Chicago P.M.S.A..

SECTION 3. That for the City of Chicago, "moderate income" is defined as eighty percent (80%) of the median income of the City of Chicago; "low-income" is defined as sixty-five percent (65%) of Chicago's median family income; and "very low-income" is defined as fifty percent (50%) of Chicago's median family income.

SECTION 4. This ordinance shall be implemented immediately upon its passage.

Failed To Pass -- DEPARTMENT OF HOUSING REQUIRED TO PROVIDE RELOCATION ASSISTANCE TO HOUSEHOLDS DISPLACED BY GOVERNMENT OR GOVERNMENT-ASSISTED ACTIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by Alderman Toni Preckwinkle (4th Ward) requiring the Department of Housing to provide relocation assistance to households displaced from their housing units by government action or government-assisted action, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, Households displaced from their housing units by government action or government-assisted action may be entitled to relocation assistance; and

WHEREAS, Developers using City resources displace residents; and

WHEREAS, Households so displaced are often inadequately informed of their rights to relocation assistance; and

WHEREAS, The City of Chicago's relocation assistance is divided among several government agencies; and

WHEREAS, Displacement action taken by private developers cost the City revenues; now, therefore,

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

SECTION 1. All relocation assistance activities of the City of Chicago shall be centralized in the Department of Housing (D.O.H.).

SECTION 2. Households displaced through Housing Court demolition or vacate orders, or through development funded in any part by the City of Chicago, State of Illinois or United States Department of Housing and Urban Development shall be entitled to relocation assistance in an amount that is adequate to cover all expenses including moving, utilities, phone installation, rent differential, etc., and actual costs or two (2) months rent, not to exceed One Thousand Dollars ($1,000). D.O.H. shall establish an adequate budget and a structure for implementation that would insure smooth operation of the program.

SECTION 3. In the case of a Housing Court order to vacate or demolish a building, the costs to the City of relocating occupants of the building shall become a lien on the building and the Corporation Counsel shall record such lien against the property.

SECTION 4. In the case of development funding that causes relocation of households from the property on a temporary or permanent basis, the Chicago Department of Housing (C.D.O.H.) shall monitor and report to the City Council, the efforts of the developer to comply with relocation mandates. Failure to comply with the act shall be deemed an event of default on any loans provided by the City.

SECTION 5. C.D.O.H. shall seek out and contract for units for relocation of households in areas throughout the City, and not limited to units managed by the Chicago Housing Authority (C.H.A.). As one option, the City shall contract with developers and managers of existing affordable housing for vacant units to relocate displaced households.

SECTION 6. C.D.O.H. shall update and computerize its inventory of available housing units to facilitate the relocation of displaced tenants.

SECTION 7. C.D.O.H. shall inform households before they are displaced from a property of their eligibility for relocation assistance. This effort shall include mobile units that can take the necessary information to the property site where households are affected.

SECTION 8. This ordinance shall take effect immediately upon its passage.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

WAIVER OF FOOD VENDOR LICENSE FEES FOR PARTICIPANTS IN GERMAN-AMERICAN FESTIVAL.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order directing the Department of Revenue to waive the Food Vendor License fees for participants in the German-American Festival, begs leave to recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for participants in the German-American Festival to be held on West Leland Avenue, between North Lincoln Avenue and North Western Avenue and in the two adjacent City parking lots for the period of September 15, 16 and 17, 1995, from 12:00 Noon to 12:00 Midnight.

COMMITTEE ON POLICE AND FIRE.

DEPARTMENTS OF PERSONNEL, LAW AND POLICE URGED TO APPEAR BEFORE COMMITTEE ON POLICE AND FIRE TO EXPLAIN ELIMINATION OF APPEAL PROCEDURE AS PART OF POLICE DEPARTMENT EXAMINATION PROCESS.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Thursday, September 28, 1995 and having had under consideration a resolution introduced by Alderman William M. Beavers (7th Ward) calling for the City of Chicago Department of Personnel, the City of Chicago Department of Law and the Chicago Police Department of Personnel to appear before the City Council Committee on Police and Fire to explain why the appeal process was eliminated for the 1993 -- 1994 exam, begs leave to report and recommend that Your Honorable Body *Adopt* the said proposed resolution transmitted herewith.

This recommendation was concurred in by six (6) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The appeal process has been part of the Chicago Police Department Exam since 1976; and

WHEREAS, The appeal process is a very important part of the Chicago Police Department Exam; and

WHEREAS, It has eliminated numerous lawsuits against the City of Chicago and the Chicago Police Department; and

WHEREAS, The elimination of the appeal process denies the right of an applicant to a fair and impartial hearing once he/she has been disqualified by an investigator for the Chicago Police Department for failure to pay a traffic ticket in some cases; now, therefore,

Be It Resolved, That the City of Chicago Department of Personnel, the City of Chicago Department of Law and the Chicago Police Department of Personnel appear before the City Council Committee on Police and Fire and explain why the appeal process was eliminated for the 1993 -- 1994 exam; and

Be It Further Resolved, That the appeal process be reinstated as part of the 1993 -- 1994 exam.

Failed To Pass -- COMMITTEE ON POLICE AND FIRE URGED TO INVESTIGATE AUTOMOBILE ACCIDENT INVOLVING CITY INSPECTOR GENERAL ALEXANDER VROUSTOURIS.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 28, 1995.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Thursday, September 28, 1995 and having had under consideration a resolution introduced by Alderman Robert Shaw (9th Ward) calling for the City Council Committee on Police and Fire to conduct a full scale investigation surrounding the automobile accident of Alexander Vroustouris, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by six (6) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, Alexander Vroustouris, employed by the City of Chicago as Inspector General, is charged with the responsibility of investigating any and all wrong doing as it relates to non-sworn City employees; and

WHEREAS, It has come to my attention that the Inspector General was himself involved in an automobile accident on about the tenth (10th) day of August, 1995; and

WHEREAS, The City vehicle was totaled and it is my understanding that the Inspector General failed to file a police report as all other City employees are required to file; now, therefore,

Be It Resolved, That the City Council Committee on Police and Fire conduct a full scale investigation surrounding the automobile accident in question and make a determination if any City ordinance or rule violations occurred as it relates to this accident and report its findings back to the full City Council.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

PERMISSION GRANTED TO PETITES CHOSES, INC. TO CONDUCT GARAGE SALE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order to grant permission to Petites Choses, Inc. for the conduct of a garage sale to be held August 11 through August 13, 1995 (referred on August 2, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That Commissioner of Transportation is hereby authorized and directed to grant permission to the Petites Choses, Inc. to hold a garage sale on Erie Street near Wells Street, on August 11 through August 13, 1995, during the hours of 8:00 A.M. to 10:00 P.M..

PERMISSION GRANTED TO HEILIG MEYERS COMPANY TO CONDUCT SIDEWALK RAFFLE AT 8545 SOUTH COTTAGE GROVE AVENUE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order for the conduct of a sidewalk raffle to be held on September 9, 16, 23 and 30, 1995 at 8545 South Cottage Grove Avenue (referred on September 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Heilig Meyers Company, George Morris, 8545 South Cottage Grove Avenue, for the conduct of a sidewalk raffle to be held in front of the store, for the period of September 9, 16, 23 and 30, 1995, during the hours of 10:00 A.M. to 6:00 P.M..

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS TO CONDUCT SIDEWALK SALES AT SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration sixteen (16) proposed orders for the conduct of sidewalk sales at specified locations (referred on August 2 and September 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Archer Avenue Business Promotion Association/Mr. Jeff Barth.

Ordered, That the Department of Transportation is hereby authorized and directed to grant permission to the Archer Avenue Business Promotion Association, Jeff Barth, 4181 South Archer Avenue, for the conduct of a sidewalk sale in the following area: South Archer Avenue, from South California Avenue to South Kedzie Avenue, for the following periods: Thursday, August 3, 1995, during the hours of 9:00 A.M. to 8:00 P.M.; Friday, August 4, 1995, during the hours of 9:00 A.M. to 8:00 P.M.; and Saturday, August 5, 1995, during the hours of 9:00 A.M. to 8:00 P.M..

Avanti Elegant Boutique/Mr. Harold Blake.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Avanti Elegant Boutique/Harold Blake, for the conduct of a sidewalk sale in front of 5949 West Chicago Avenue, to be held on Saturday, August 26, 1995, during the hours of 9:00 A.M. to 6:00 P.M..

"Baraka"/Mr. Ady Rodman.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to "Baraka", in care of Ady Rodman, 2417 North Western Avenue, for the conduct of a sidewalk sale in front of 2417 North Western Avenue, for the periods of July 28 through July 30, 1995, during the hours of 8:30 A.M. to 10:00 P.M.; August 4 through 6, 1995, during the hours of 8:30 A.M. to 10:00 P.M.; and August 11 through August 13, 1995, during the hours of 8:30 A.M. to 10:00 P.M..

Bouchard's Sports Store.

Ordered, That the Commissioner of Transportation is hereby authorized

and directed to grant permission to Bouchard's Sports Store for the conduct of a sidewalk sale in front of 321 North Michigan Avenue, for the period of August 10 through August 13, 1995, during the hours of 10:00 A.M. to 6:00 P.M. (with the exception of August 13, which shall be from 11:00 A.M. to 4:00 P.M.).

Harris Chernin, Inc.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Harris Chernin, Inc., 606 West Roosevelt Road, for the conduct of a sidewalk sale for the period of July 19 through July 23, 1995, during the hours of 7:00 A.M. to 7:00 P.M., each day.

Chicago Luggage/Mr. Tim O'Keefe.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Tim O'Keefe/Chicago Luggage, for the conduct of a sidewalk sale in front of 12 South Wabash Avenue, for the period of July 26 through July 29, 1995, during the hours of 9:00 A.M. and 5:30 P.M., each day.

Ms. Laura Fanucchi.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Laura Fanucchi of 6655 North Avondale Avenue, for the conduct of a sidewalk sale on North Northwest Highway, between North Oshkosh and North Ozanam Avenues and on North Oxford Avenue, between Northwest Highway and the first alley north thereof, for the period of September 9 and September 10, 1995, during the hours of 8:00 A.M. to 6:00 P.M., each day.

It's Our Secret, Inc./Ms. Floriece Franklin.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Floriece Franklin/It's Our Secret, Inc., for the conduct of a sidewalk sale in front of 6960 North Sheridan Road, on August 26, 1995, during the hours of 11:00 A.M. to 4:00 P.M..

Lake View East Chamber Of Commerce.
(August 18 Through August 20, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Lake View East Chamber of Commerce, 3030 North Broadway, for the conduct of a sidewalk sale on North Broadway, between West Melrose Street and West Wellington Avenue, for the period of August 18 through August 20, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day.

Lake View East Chamber Of Commerce.
(September 22 Through September 24, 1995)

Ordered, That Commissioner of Transportation is hereby authorized and directed to grant permission to the Lake View East Chamber of Commerce, 3030 North Broadway, for the conduct of a sidewalk sale for the period of September 22, 23 and 24, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day, on North Broadway (both sides) between West Diversey Parkway and West Cornelia Avenue; North Clark Street (both sides) between West Diversey Parkway and West Belmont Avenue; North Halsted Street (both sides) between West Diversey Parkway and West Belmont Avenue; West Diversey Parkway (north side) between North Sheridan Road and North Halsted Street; and West Belmont Avenue (both sides) between North Sheridan Road and North Halsted Street.

Milwaukee/Diversey Chamber Of Commerce/ Mr. Gerry Cwick.

Ordered, That Commissioner of Transportation is hereby authorized and directed to grant permission to Gerry Cwick/Milwaukee/Diversey Chamber of Commerce, 2956 North Milwaukee Avenue, for the conduct of a sidewalk sale at the following locations: North Milwaukee Avenue, from 2639 to 3181; North Milwaukee Avenue, from 2618 to 3196; and West Diversey Avenue, from 3411 to 3500, for the period of August 25, 26 and 27, 1995, during the hours of 9:00 A.M. to 9:00 P.M..

Near North News/Mr. Arnie Matanky.

Ordered, That Commissioner of Transportation is hereby authorized and directed to grant permission to the Near North News, 222 West Ontario Street, in care of Arnie Matanky, Editor and Publisher, for the conduct of a sidewalk sale for the period of August 11, 12 and 13, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day, on both sides of North Franklin Street, between West Ohio and West Superior Streets; both sides of North State Street, between Ohio and Superior Streets; both sides of North Wells Street, between West Ohio and West Superior Streets; both sides of North LaSalle Boulevard, between West Ohio and West Superior Streets; both sides of North Clark Street, between West Ohio and West Superior Streets; both sides of North Dearborn Street, between West Ohio and West Superior Streets; both sides of West Superior Street, between North Franklin and North State Streets; both sides of West Huron Street, between North Franklin and North State Streets; both sides West Erie Street, between North Franklin and North State Streets; and both sides West Ontario Street, between North Franklin and North State Streets.

Paul Harris Store/Ms. Aileen Ruiz.
(August 17 And 18, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Aileen Ruiz, Manager, Paul Harris Store, 206 North Michigan Avenue, for the conduct of a sidewalk sale for the period of August 17 and 18, 1995, during the hours of 9:00 A.M. to 5:00 P.M., each day.

Paul Harris Store/Ms. Aileen Ruiz.
(August 29 Through August 31, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Paul Harris Store/Aileen Ruiz, Manager, for the conduct of a sidewalk sale to be held in front of 206 North Michigan Avenue, for the period of August 29, 30 and 31, 1995, during the hours of 8:30 A.M. to 5:30 P.M..

Paul Harris Store/Ms. Aileen Ruiz.
(August 30 Through September 1, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Aileen Ruiz for Paul Harris Store, for the conduct of a sidewalk sale in front of 206 North Michigan Avenue, for the period of August 30 and 31 and September 1, 1995, during the hours of 8:30 A.M. to 5:30 P.M., each day.

Sportmart.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Sportmart, 620 North LaSalle Street, for the conduct of a sidewalk sale, for the periods of September 1 and 2, 1995, during the hours of 9:00 A.M. to 6:00 P.M. and September 3 and 4, 1995, during the hours of 10:00 A.M. to 6:00 P.M..

PERMISSION GRANTED TO NORTH LAKE BRANCH LIBRARY TO CONDUCT BOOK SALE AND WAIVE SIDEWALK SALE PERMIT FEES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order for the conduct of a booksale to be held on July 7 and 8, 1995 (referred on July 13, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the North Lake View Branch Library, 3754 North Southport Avenue, for the conduct of a book sale for the period of July 7 and 8, 1995, during the hours of 10:00 A.M. and 4:00 P.M. each day; and also, that the Commissioner of Transportation waive the Sidewalk Sale Permit fees.

PERMISSION GRANTED TO CHICAGO NEIGHBORHOOD ARTISTS/ MR. JOSE A. ZAYAS TO CONDUCT ANNUAL PALMER ARTS FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order to grant permission to Chicago Neighborhood Artists/Mr. Jose A. Zayas for the conduct of the Annual Palmer Arts Festival to be held August 18 through August 20, 1995 (referred on September 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Department of Transportation is hereby authorized and directed to grant permission to Chicago Neighborhood Artists, Jose A. Zayas, 2502 North Artesian Avenue, for the conduct of the Annual Palmer Arts Festival, to be held in the 2200 block of Palmer Square, during the hours of 9:00 A.M. to 6:00 P.M., on the following days: August 18, 19 and 20, 1995.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN ANNUAL PALMER SQUARE ARTS FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order authorizing the issuance of specified licenses, free of charge, to participants in the Annual Palmer Square Arts Festival (referred on August 2, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue Food Vendor and Itinerant Merchant Licenses, free of charge, to the participants in the Annual Palmer Square Arts Festival, to be held on the following days: Friday, August 18, 1995; Saturday, August 19, 1995; and Sunday, August 20, 1995, during the hours of 9:00 A.M. to 6:00 P.M., to be conducted in the 2200 block of Palmer Square.

AUTHORIZATION FOR ISSUANCE OF PUBLIC PLACE OF AMUSEMENT LICENSE TO JAM PRODUCTIONS, LTD. FOR HARD ROCK CAFE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order for the issuance of a Class I Public Place of Amusement License to Jam Productions, Ltd. for the Hard Rock Cafe (referred on September 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue a Class I Public Place of Amusement License to Jam Productions, Ltd., 1256 North Wells Street, Chicago, for the Hard Rock Cafe, 63 West Ontario Street, with fees determined on a pro rata basis, for one day, September 3, 1995, subject to the ordinary approval process of the Departments of Fire, Police, Buildings and Revenue.

AUTHORIZATION FOR WAIVER OF SPECIFIED FEES FOR PARTICIPANTS IN SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twelve (12) orders authorizing the waiver of specified fees for participants in sundry events (referred on August 2 and September 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Itinerant Merchant License Fees.

Cultural Arts Expo.

Ordered, That the Director of the Department of Revenue is hereby

authorized and directed to waive the Itinerant Merchant License fees in connection with the Common Ground Economic Development in conjunction with the Cultural Arts Expo, on August 8 and 9, 1995 at the James Thompson Center.

18th Annual Feast Of San Gennaro.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the San Gennaro Society, who will hold their 18th Annual Feast of San Gennaro on September 15 and 16, 1995, on South Morgan Street at West Taylor Street.

Martin's International Culture, Inc.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with Martin's International Culture, Inc., which will take place on September 9 and 10, 1995, at City Front Center.

"Royster With The Oyster" 4th Annual Outdoor Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the "Royster With The Oyster" 4th Annual Outdoor Festival, to be held in front of Shaw's Crab House, 21 East Hubbard Street in conjunction with Lettuce Entertain You Enterprises, Inc., Friday, October 20, 1995.

57th Street Children's Book Fair.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the license fee of $500.00 for the itinerant merchants participating in the 57th Street Children's Book Fair to be held on September 17, 1995, from 1:00 P.M. to 5:00 P.M..

Food Vendor And Itinerant Merchant License Fees.

Erie House Hermitage Day Festival.

Ordered, That the Commissioner of Transportation waive the Food Vendor and Itinerant Merchant License fees for the participants in the Erie House Hermitage Day Festival, sponsored by the Erie House/Melaine Mosquera, 1347 West Erie Street, to be held on August 27, 1995 during the hours of 11:00 A.M. to 7:00 P.M..

Saint Pius Kermes.

Ordered, That the Director of the City of Chicago Department of Revenue waive Food Vendor and Itinerant Merchant License fees for all participants in the Saint Pius Kermes to be held at South Ashland Avenue and West Cullerton Street on September 2 and 3, 1995.

Temporary Food Vendor License Fees.

Loyola University Chicago 125th Anniversary Celebration/National Coalition Block Party/ Student Block Party.

Ordered, That the Department of Revenue is hereby authorized and

directed to waive the Temporary Food Vendor License fees for Loyola University Chicago, on these events: the 125th Anniversary Celebration on September 3, 1995, also the National Coalition Block Party, September 7, 1995, and the Student Block Party, September 21, 1995.

Liquor License And Food Vendor License.

Deborah's Place.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Liquor License and Food Vendor License fees for Deborah's Place for an event on September 9, 1995.

Permit Fees.

Shoot-The-Bull 3 On 3 Classic.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the permit fees associated with the tent set-ups in the Shoot-the-Bull 3 on 3 Classic, to be held on July 29, 1995, from the hours of 9:00 A.M. to 6:00 P.M. in the area of East Congress Parkway, West Roosevelt Road and South Columbus Drive (David Groff, Coordinator, Special Events).

Street Closing Fee.

Saint Jerome's Croation Church Feast Of The Assumption.

Ordered, That the Department of Transportation waive the street closing

fee for Saint Jerome's Croation Church Feast of the Assumption to be held at 2823 South Princeton Avenue on August 15, 1995.

Sidewalk Sale Permit Fee.

5040 -- 5060 North Marine Drive Condominium Association Annual Sidewalk Sale.

Ordered, That the Department of Transportation waive the Sidewalk Sale Permit fee for the 5040 -- 5060 North Marine Drive Condominium Association. The sidewalk sale will be held on Saturday, September 30, 1995 (in case of rain the event will be held on Saturday, October 7, 1995) during the hours of 8:30 A.M. to 4:00 P.M. and will be located on North Marine Drive, from West Carmen Avenue to West Winona Avenue.

PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED STREETS FOR CONDUCT OF VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) orders for traffic closures on portions of specified streets (referred on August 2 and September 13, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of South Financial Place.
(9th Annual "Bear & Bull Bust" And
8th Annual "Caring For Kids Day")

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Alcock's Downtown Sports Bar, 411 South Wells Street, to close to traffic South Financial Place, between West Van Buren Street and the back door of 411 South Wells Street, on Friday, August 25, 1995, from 11:00 A.M. to 10:00 P.M., for the conduct of the 9th Annual "Bear & Bull Bust" (a multiple sclerosis fund-raiser) and 8th Annual "Caring For Kids Day" (for the Juvenile Diabetes Foundation).

Portion Of East 8th Street.
(Chemical Bank Post Race "Block Party")

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chicago Hilton and Towers, in care of Gary Siebert, General Manager, 720 South Michigan Avenue, to close to traffic East 8th Street, between South Michigan Avenue and South Wabash Avenue, from 10:00 A.M. to 11:00 P.M. on Thursday, August 3, 1995, for the conduct of the annual Chemical Bank Post Race "Block Party".

Portion Of West 44th Street.
(Immaculate Conception Summerfest Carnival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Immaculate Conception, in care of Reverend Anthony Puchenski, to close to traffic West 44th Street, from South California Avenue to South Washtenaw Avenue, for the conduct of their annual summerfest carnival for the period of August 22 through August 28, 1995, during the hours of 9:00 A.M. to 12:00 Midnight.

APPRECIATION EXTENDED TO THE REGIONAL ORGAN BANK OF ILLINOIS AND LIFESOURCE BLOOD SERVICES FOR THEIR EFFORTS TO SIGN-UP POTENTIAL ORGAN DONORS AT VARIOUS CHICAGO FESTIVALS.

The Committee on Special Events and Cultural Affair submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a resolution commending The Regional Organ Bank of Illinois and Lifesource Blood Services for their concern for the public welfare

and efforts to preserve life whenever possible through organ donations (referred on September 13, 1995), begs leave to recommend that Your Honorable Body do *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The desire to preserve life whenever and wherever possible has always been of great concern to the public and crucial to many efforts to do that, has been the availability of vital organs for transplant. Two of the finest organ donor agencies in the country are The Regional Organ Bank of Illinois and LifeSource Blood Services. They are both headquartered in Chicago; and

WHEREAS, The Regional Organ Bank of Illinois is a not-for-profit organ procurement organization, based in Chicago and is one of only sixty-nine (69) in the United States. It was chartered on July 3, 1986. It maintains a list of residents who are awaiting kidney transplants and assists hospitals in meeting their legal obligation to identify and refer medically suitable donors. R.O.B.I. serves three-quarters of Northern Illinois and Northwest Indiana with their services; and

WHEREAS, LifeSource Blood Services is a not-for-profit organization formed in 1987. It is the largest full-service blood center in Illinois. It serves Cook County and six other counties surrounding it, and has provided over four hundred thousand (400,000) units of blood and components to over sixty (60) hospitals; and

WHEREAS, The tragic deaths of baseball great Mickey Mantle, and seventeen year old Mount Carmel student Kevin Dowling, despite receiving what usually is a lifesaving operation, and conversely TV actor Larry Hagman, whose life has been prolonged by a donated organ, illustrates the need to support the efforts of these two fine organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, express our appreciation for their efforts and pledge to provide kiosks or space for their mobile units at the Jazz, Gospel and Blues Fests, for the purpose of signing up potential donors with the intention to expand vital organ and blood bank reserves. This accommodation will include the Taste of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the representatives of each of these organizations.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 8, April 15, May 2, May 17, June 14, July 13 and August 2, 1995) 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

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:

Ward	Location
1	At 1641 West Julian Street -- Handicapped Parking Permit 11477;
4	At 4403 South Ellis Avenue -- Handicapped Parking Permit 11392;
6	At 7755 South Evans Avenue -- Handicapped Parking Permit 11483;
7	At 8143 South Kingston Avenue -- Handicapped Parking Permit 11396;
8	At 1128-A East 83rd Street -- Handicapped Parking Permit 11332;
8	At 8201 South Maryland Avenue -- Handicapped Parking Permit 11494;
11	At 478 West 28th Street -- Handicapped Parking Permit 11642;
11	At 1628 West 32nd Place -- Handicapped Parking Permit 11643;
11	At 3121 South Lowe Avenue -- Handicapped Parking Permit 11774;
11	At 3606 South Ashland Avenue -- Handicapped Parking Permit 11775;
11	At 3608 South Union Avenue -- Handicapped Parking Permit 11641;

Ward	Location
11	At 3336 South Carpenter Street -- Handicapped Parking Permit 11776;
11	At 3544 South Paulina Street -- Handicapped Parking Permit 11777;
11	At 3223 South Union Avenue -- Handicapped Parking Permit 11779;
11	At 3750 South Wallace Street -- Handicapped Parking Permit 11640;
12	At 2741 West 35th Place -- Handicapped Parking Permit 11410;
12	At 3337 West 37th Place -- Handicapped Parking Permit 11509;
13	At 3727 West 60th Street -- Handicapped Parking Permit 11651;
13	At 7735 South Spaulding Avenue -- Handicapped Parking Permit 11781;
14	At 5210 South Maplewood Avenue -- Handicapped Parking Permit 11653;
14	At 5632 South Christiana Avenue -- Handicapped Parking Permit 10790;
14	At 2238 West 50th Place -- Handicapped Parking Permit 11656;

Ward	Location
14	At 5212 South Fairfield Avenue -- Handicapped Parking Permit 11513;
15	At 6115 South Damen Avenue -- Handicapped Parking Permit 11517;
15	At 5541 South Marshfield Avenue -- Handicapped Parking Permit 11518;
15	At 6100 South Hermitage Avenue -- Handicapped Parking Permit 11519;
15	At 5938 South Wolcott Avenue -- Handicapped Parking Permit 11521;
21	At 9205 South Peoria Street -- Handicapped Parking Permit 11420;
21	At 9001 South Lowe Avenue -- Handicapped Parking Permit 11424;
23	At 4947 South Knox Avenue -- Handicapped Parking Permit 11541;
23	At 5547 South Normandy Avenue -- Handicapped Parking Permit 11680;
23	At 5514 South Neenah Avenue -- Handicapped Parking Permit 11812;
23	At 6122 South McVicker Avenue -- Handicapped Parking Permit 11681;

Ward	Location
23	At 4618 South Leclaire Avenue -- Handicapped Parking Permit 11678;
25	At 2021 West 21st Place -- Handicapped Parking Permit 11434;
25	At 2345 West 21st Street -- Handicapped Parking Permit 11684;
25	At 2333 West 24th Street -- Handicapped Parking Permit 11685;
25	At 2235 West 21st Place -- Handicapped Parking Permit 11687;
25	At 2242 West 24th Street -- Handicapped Parking Permit 11820;
25	At 2331 West 21st Place -- Handicapped Parking Permit 11821;
28	At 442 North Springfield Avenue -- Handicapped Parking Permit 11560;
28	At 124 North Laramie Avenue -- Handicapped Parking Permit 11561;
29	At 1431 North Austin Boulevard -- Handicapped Parking Permit 11256;
29	At 2133 North Monitor Avenue -- Handicapped Parking Permit 11702;

Ward	Location
29	At 1354 North Massasoit Avenue -- Handicapped Parking Permit 11564;
30	At 4909 West Fletcher Street -- Handicapped Parking Permit 11824;
30	At 3500 North Kilpatrick Avenue -- Handicapped Parking Permit 11825;
31	At 1620 North Drake Avenue -- Handicapped Parking Permit 11362;
32	At 2213 West Medill Avenue -- Handicapped Parking Permit 11578;
36	At 1737 North Nagle Avenue -- Handicapped Parking Permit 11456;
36	At 8732 West Berwyn Avenue -- Handicapped Parking Permit 11719;
37	At 5051 West Concord Place -- Handicapped Parking Permit 11721;
37	At 4830 West St. Paul Avenue -- Handicapped Parking Permit 11722;
37	At 4142 West Crystal Street -- Handicapped Parking Permit 11723;
38	At 5708 West Patterson Avenue -- Handicapped Parking Permit 11594;

Ward	Location
38	At 6320 West Addison Street -- Handicapped Parking Permit 11725;
38	At 4819 West Addison Street -- Handicapped Parking Permit 11727;
38	At 4533 North Mobile Avenue -- Handicapped Parking Permit 11728;
39	At 6204 North Keystone Avenue -- Handicapped Parking Permit 11729;
41	At 5238 North Nashville Avenue -- Handicapped Parking Permit 11733;
43	At 2719 North Kenmore Avenue -- Handicapped Parking Permit 11735;
45	At 5637 North Mason Avenue -- Handicapped Parking Permit 11738;
49	At 7621 North Sheridan Road -- Handicapped Parking Permit 11739.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)

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

SECTION 1. Amend ordinance by striking:

"8213 South Maryland Avenue -- Handicapped Parking Permit 7556" (8th Ward).

SECTION 2. Amend ordinance by striking:

"216 West 33rd Street -- Handicapped Parking Permit 8838" (11th Ward).

SECTION 3. Amend ordinance by striking:

"521 West 42nd Place -- Handicapped Parking Permit 4309" (11th Ward).

SECTION 4. Amend ordinance by striking:

"3641 South Winchester Avenue-- Handicapped Parking Permit 8591" (11th Ward).

SECTION 5. Amend ordinance by striking:

"2512 West 50th Street -- Handicapped Parking Permit 5953" (14th Ward).

SECTION 6. Amend ordinance by striking:

"5229 South Maplewood Avenue -- Handicapped Parking Permit 7607" (14th Ward).

SECTION 7. Amend ordinance by striking:

"4070 South Francisco Avenue -- Handicapped Parking Permit 8469" (14th Ward).

SECTION 8. Amend ordinance by striking:

"5607 South Sacramento Avenue -- Handicapped Parking Permit 8720" (14th Ward).

SECTION 9. Relocate parking for handicapped from 4721 South Rockwell Street to 4617 South Spaulding Avenue -- Handicapped Parking Permit 8677 (14th Ward).

SECTION 10. Amend ordinance by striking:

"4743 South Kedvale Avenue -- Handicapped Parking Permit 7890" (23rd Ward).

SECTION 11. Amend ordinance by striking:

"2329 West 22nd Place -- Handicapped Parking Permit 4926" (25th Ward).

SECTION 12. Amend ordinance by striking:

"305 West 23rd Street -- Handicapped Parking Permit 5920" (25th Ward).

SECTION 13. Amend ordinance by striking:

"1912 West 17th Street -- Handicapped Parking Permit 6273" (25th Ward).

SECTION 14. Amend ordinance by striking:

"4421 West Montana Avenue -- Handicapped Parking Permit 7487" (31st Ward).

SECTION 15. Amend ordinance by striking:

"2145 West Homer Street -- Handicapped Parking Permit 841" (32nd Ward).

SECTION 16. Amend ordinance by striking:

"3511 West McLean Avenue -- Handicapped Parking Permit 3313" (35th Ward).

SECTION 17. Amend ordinance by striking:

"2622 North Hamlin Avenue -- Handicapped Parking Permit 4171" (35th Ward).

SECTION 18. Amend ordinance by striking:

"2116 North Spaulding Avenue -- Handicapped Parking Permit 9739" (35th Ward).

SECTION 19. Amend ordinance by striking:

"3138 North Marmora Avenue -- Handicapped Parking Permit 8754" (36th Ward).

SECTION 20. Amend ordinance by striking:

"3132 North Nordica Avenue -- Handicapped Parking Permit 8751" (36th Ward).

SECTION 21. Amend ordinance by striking:

"5250 West Waveland Avenue -- Handicapped Parking Permit 4976" (38th Ward).

SECTION 22. Amend ordinance by striking:

"5353 West Henderson Street -- Handicapped Parking Permit 513" (38th Ward).

SECTION 23. Amend ordinance by striking:

"6113 West School Street -- Handicapped Parking Permit 6769" (38th Ward).

SECTION 24. Amend ordinance by striking:

"4832 West Balmoral Avenue -- Handicapped Parking Permit 4593" (45th Ward).

SECTION 25. Amend ordinance by striking:

"4604 North Damen Avenue -- Handicapped Parking Permit 8148" (47th Ward).

SECTION 26. Amend ordinance by striking:

"6038 North Washtenaw Avenue -- Handicapped Parking Permit 6776" (50th Ward).

SECTION 27. 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 permit parking zones, for the following locations:

Ward	Location
11	West 36th Street (south side) from South Western Boulevard to South Oakley Street -- at all times -- extension to Zone 279;
17	In the 7400 block of South Morgan Street (east side only) at all times -- Zone 209.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 14, 1995) a proposed ordinance and order to erect traffic warning signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signals on the following streets, of the type specified:

Ward	Type Of Signal And Location
50	"Left Turn" signal, for northbound traffic on North McCormick Boulevard at West Devon Avenue;
50	"Left Turn" signal, for westbound traffic on West Touhy Avenue at North Kedzie Avenue;
50	"Left Turn" signal, for north and southbound traffic on North Kedzie Avenue at West Devon Avenue;
50	"Left Turn" signal, for southbound traffic on North Kedzie Avenue at West Pratt Boulevard.

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 Natarus 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 recommendation?"* 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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, October 2, 1995.

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 2, 17, July 13 and August 2, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Handicapped:

Ward	Location
11	At 3750 South Wallace Street. Constituent withdrew request;
14	At 4930 South Damen Avenue. Duplicate;
23	At 5828 South Merrimac Avenue. Insufficient fire hydrant clearance;
24	At 908 South Keeler Avenue. Constituent withdrew request;
38	At 6007 West Gunnison Street. Bus stop in front of residence;
38	At 4050 North Kenneth Avenue. Duplicate;

Ward	Location
42	Fails to meet building zone requirement. Location is Ritz Carlton Hotel. This is nowhere near constituent's residence;
42	At 700 South Laflin Street. Not Recommended;
46	At 4359 North Kenmore Avenue. Applicant deceased;
50	At 6347 North Oakley Avenue. Applicant deceased;
50	At 3127 West Howard Street. Insufficient fire hydrant clearance.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

REAPPOINTMENT OF MR. ARTHUR F. HILL, JR. AND MS. GUADALUPE A. REYES AS MEMBERS OF CHICAGO TRANSIT AUTHORITY BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication from The Honorable Richard M. Daley, Mayor, requesting the proposed reappointments of the following persons to the Chicago Transit Authority Board for the term expiring September 1, 2000: Arthur F. Hill, Jr. and Guadalupe A. Reyes. This communication was referred to the committee on September 13, 1995.

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 committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Arthur F. Hill, Jr. and Ms. Guadalupe A. Reyes as members of the Chicago Transit Authority Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

APPOINTMENT OF MS. VALERIE B. JARRETT AS MEMBER OF CHICAGO TRANSIT AUTHORITY BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication from The Honorable Richard M. Daley, Mayor, requesting the proposed appointment of Valerie B. Jarrett to the Chicago Transit Authority Board for the term expiring September 1, 1999. This communication was referred to the committee on September 27, 1995.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Valerie B. Jarrett as a member of the Chicago Transit Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

APPOINTMENT OF MR. DANIEL R. DEGNAN AND MR. GILBERT D. DELGADO AS MEMBERS OF BOARD OF ILLINOIS INTERNATIONAL PORT DISTRICT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication from The Honorable Richard M. Daley, Mayor, requesting the proposed appointments of the following persons to the Board of the Illinois International Port District for the term expiring June 1, 2000: Daniel R. Degnan to succeed Mary Ellen Rodriguez-Sullivan, whose term has expired; and for a term expiring June 1, 1998, Gilbert D. Delgado to succeed Frank Annunzio, who has resigned. This communication was referred to the committee on September 13, 1995.

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 committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Daniel R. Degnan and Mr. Gilbert D. Delgado as members of the Board of the Illinois International Port District were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BOARD OF DIRECTORS OF REGIONAL TRANSPORTATION AUTHORITY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication from The Honorable Richard M. Daley, Mayor, requesting the proposed appointment of the following persons to the Board of Directors of the Regional Transportation Authority for term expiring July 1, 1997: Thomas Reece to succeed Jacqueline B. Vaughn, deceased, and Addie Wyatt, reappointed; for the term expiring July 1, 1998, Michael Rosenberg, to succeed Martin Binder, whose term has expired. This communication was referred to the committee on September 13, 1995.

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 committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Thomas Reece and Mr. Michael Rosenberg, and the reappointment of Ms. Addie Wyatt as members of the Board of Directors of the Regional Transportation Authority were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

AMENDMENT OF TITLE 4, CHAPTER 244 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 147 TO RESTRICT PEDDLING ON PUBLIC WAY SURROUNDING UNITED CENTER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance to amend Title 4, Chapter 244 of the Municipal Code of Chicago by the addition of a new Section 147 which prohibits peddling of merchandise of any type on any portion of the public way within 1,000 feet of the United Center. This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in by a viva voce vote of the members of the committee, with one dissenting vote from Alderman Thomas Allen (38th Ward).

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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 adding a new Section 4-244-147, as follows:

4-244-147.

No person shall peddle merchandise of any type on any portion of the public way within 1,000 feet of the United Center. A person holding a valid peddler's license may peddle merchandise while on private property within 1,000 feet of the United Center only from a cart, table or temporary stand on private property without obstructing the public way, and pursuant to prior written permission from the property owner to do so. The provisions of this section shall be in addition to any other limitation on or regulation of peddlers. Any person who violates any provision of this section shall be fined not less than $200 nor more than $500 for each offense, and each day such violation shall continue shall be deemed a distinct and separate offense.

SECTION 2. This ordinance shall take effect ten (10) days after passage and publication.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred September 13, 1995) 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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):

Beef "N" Brandy Restaurant & Lounge, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Beef "N" Brandy Restaurant & Lounge, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vaulted area under the public right-of-way adjacent to the premises known as 127 South State Street. Said vaulted area shall be approximately thirty (30) feet in length and four (4) feet in width. Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Forty and no/100 Dollars ($240.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8264 of this Journal.]

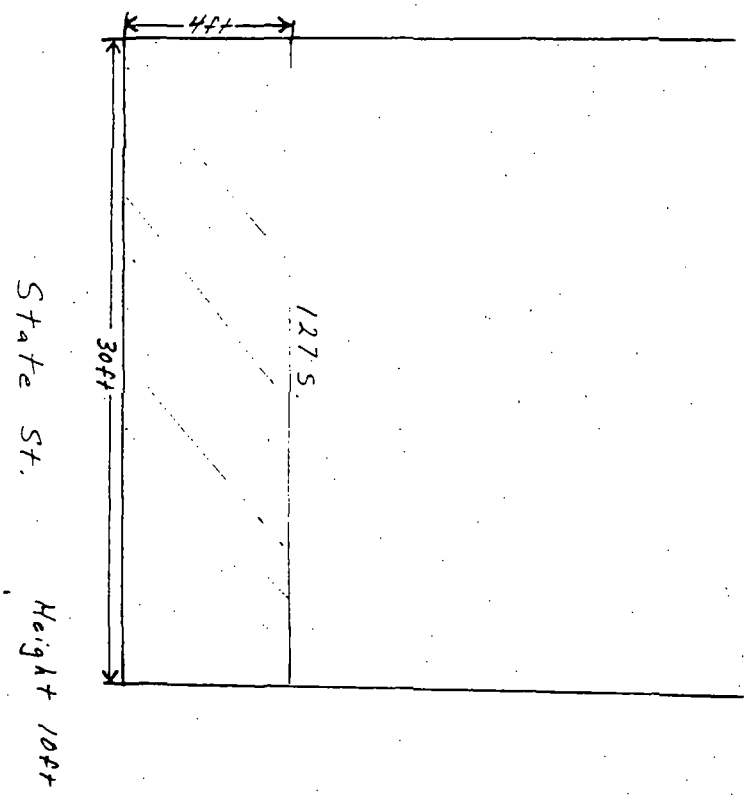
Bennett Brothers, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Bennett Brothers, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted space beneath the public right-of-way adjacent to the premises known as 134 -- 144 South Wabash Avenue. Said vaulted space is one hundred seven (107) feet in length and eighteen (18) feet in width plus an additional area three point five (3.5) feet in length and ten (10) feet in width, at a depth of ten (10) feet, running under the sidewalk on South Wabash Avenue. Authority herein given and granted shall be for a period of five (5) years from September 11, 1995.

(Continued on page 8265)

Ordinance associated with this drawing printed on pages 8261 through 8263 of this Journal.



BUILDING MANAGER/ENGINEER: _____ PHONE: _____

(Continued from page 8263)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Seven Hundred Sixty-six and no/100 Dollars ($3,766.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City

Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8268 of this Journal.]

The Catholic Bishop Of Chicago.

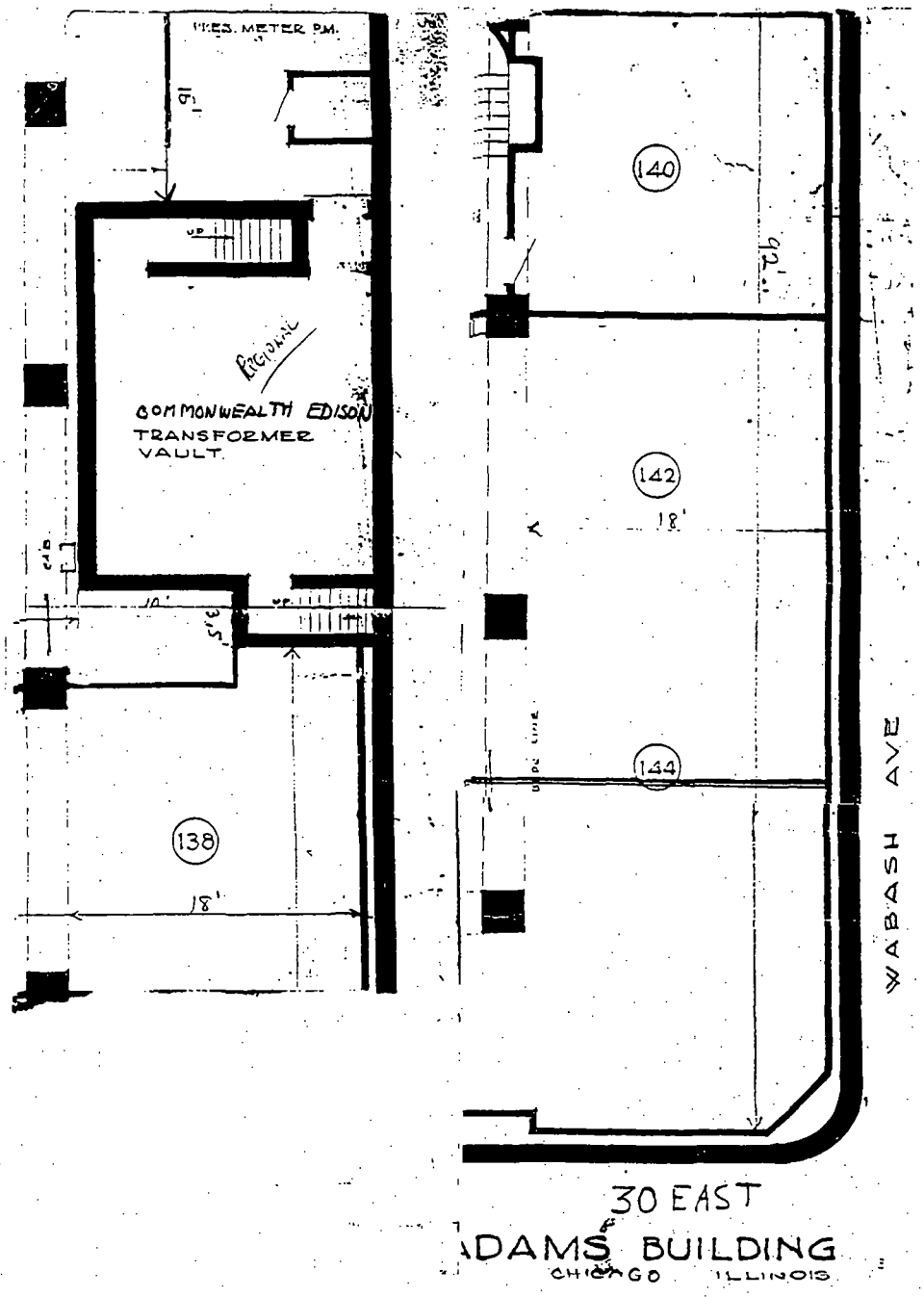
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Catholic Bishop of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel under and across West Gettysburg Street, connecting the premises known as 5428 West Gettysburg Street with the premises known as 5429 West Gettysburg Street. Said tunnel shall not exceed six (6) feet in width nor five (5) feet in depth inside dimensions, and shall contain one (1) five (5) inch hot water supply pipe and one (1) five (5) inch hot water return pipe. Authority herein granted shall be for a period of five (5) years from and after September 11, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 8269)

Ordinance associated with this drawing printed on pages 8263 through 8266 of this Journal.



(Continued on page 8267)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8272 of this Journal.]

Chicago Avenue Discount, Incorporated.

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

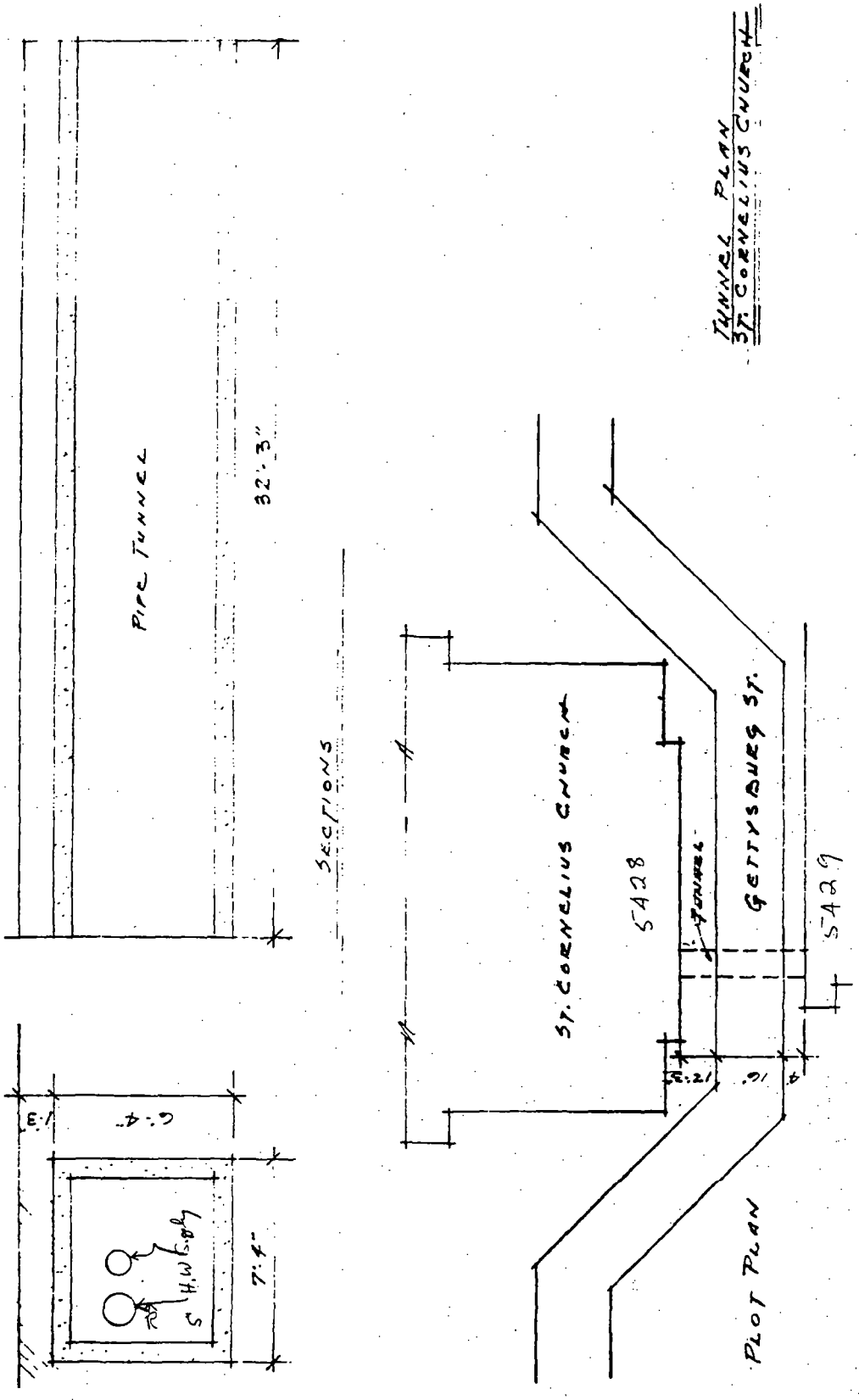
SECTION 1. Permission and authority are hereby given and granted to Chicago Avenue Discount, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) tables for the display of merchandise on the public way. Said tables shall occupy an area fifty (50) feet in length and ten (10) feet in width for a total of five hundred (500) square feet adjacent to the premises known as 1637 West Chicago Avenue. A minimum of eight (8) feet of clear space for pedestrian movement must be maintained at all times. Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 8273)

Ordinance associated with this drawing printed on pages 8267 through 8271 of this Journal.



(Continued from page 8271)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance

is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

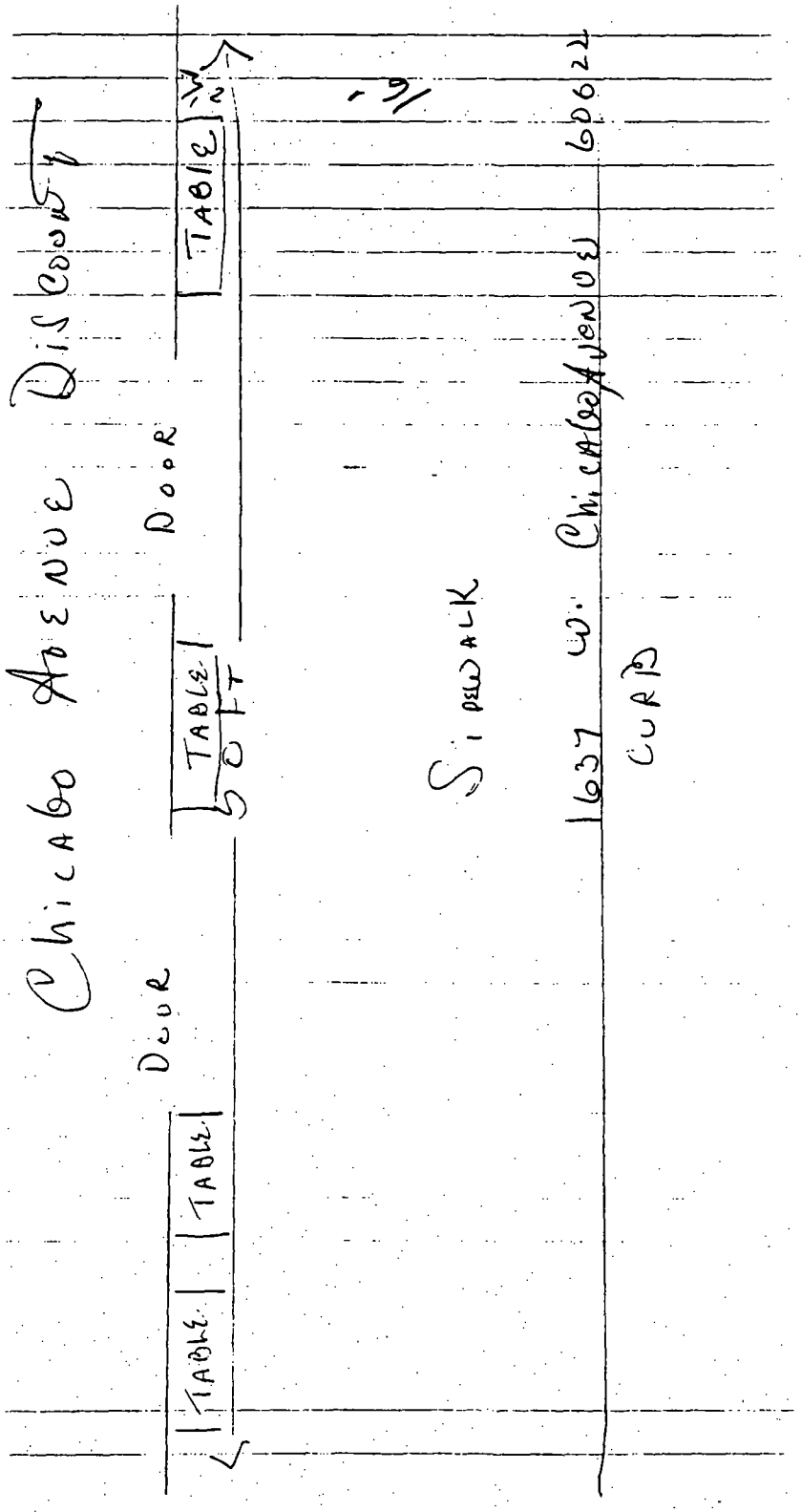
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8275 of this Journal.]

Ordinance associated with this drawing printed on pages 8271 through 8274 of this Journal.



Chicago Theological Seminary.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Theological Seminary, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a twelve (12) inch conduit containing a four (4) inch steam pipe with a two (2) inch return under and across the sixteen (16) foot north/south public alley between South Woodlawn Avenue and South Kimbark Avenue, adjacent to the premises known as 5757 South University Avenue, at a point approximately fifty-six (56) feet north of the north line of East 58th Street. Authority herein granted shall be for a period of five (5) years from and after September 4, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way

where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities,

judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

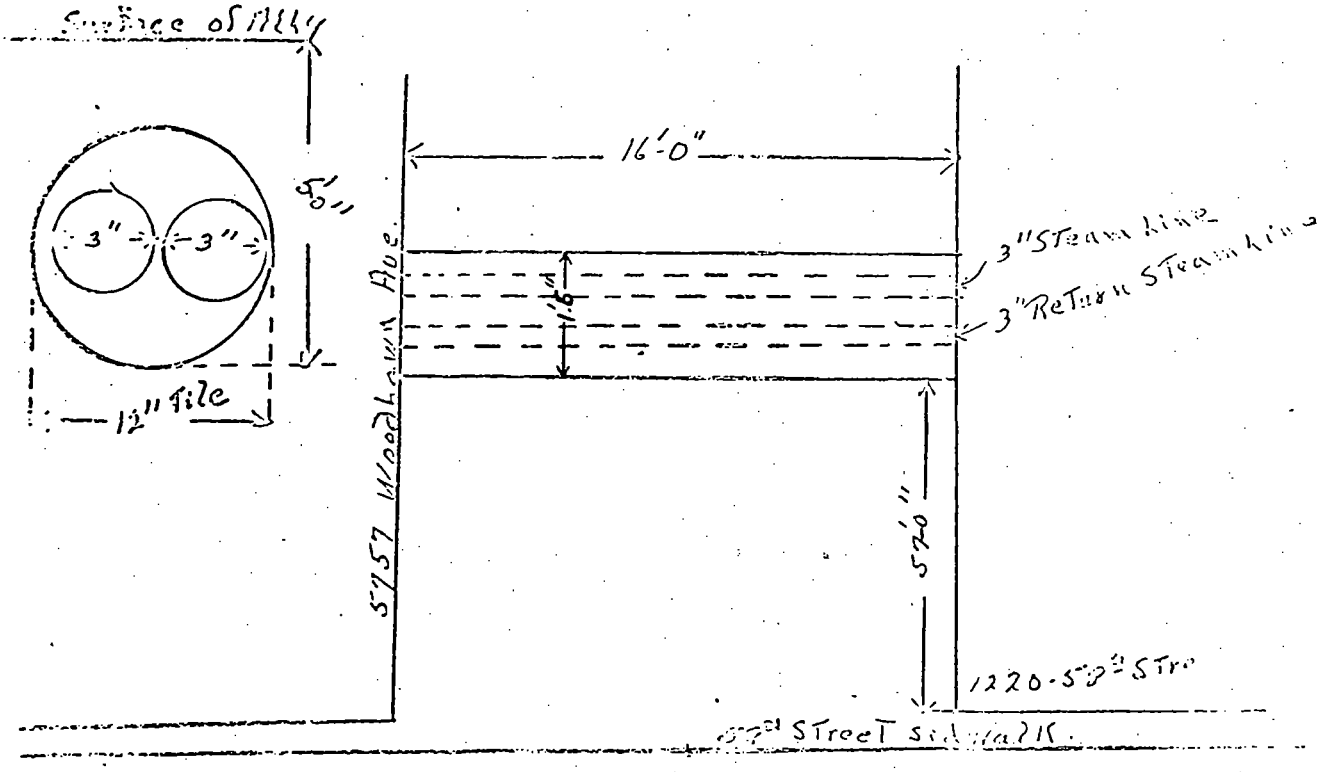
[Drawing referred to in this ordinance printed on page 8279 of this Journal.]

Chicago Title And Trust Company, As Trustee, Under Trust Number 1088617.

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

(Continued on page 8280)

Ordinance associated with this drawing printed on pages 8276 through 8278 of this Journal.



(Continued from page 8278)

SECTION 1. Permission and authority are hereby given and granted to Chicago Title and Trust Company, as Trustee, under Trust Number 1088617, an Illinois corporation upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, an elevated sidewalk for pedestrian use in West Haddock Place, between North Dearborn Street and North Garvey Court. Said elevated sidewalk shall be seventy-one (71) feet in length and thirteen (13) feet in width and shall begin at the west line of North Dearborn Street and end approximately forty-nine (49) feet east of the east line of North Garvey Court; also, to maintain and use a concrete wall thirteen (13) inches in width beginning at a point seven (7) feet west of the west line of North Dearborn Street. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Sixty-one and no/100 Dollars ($4,061.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8283 of this Journal.]

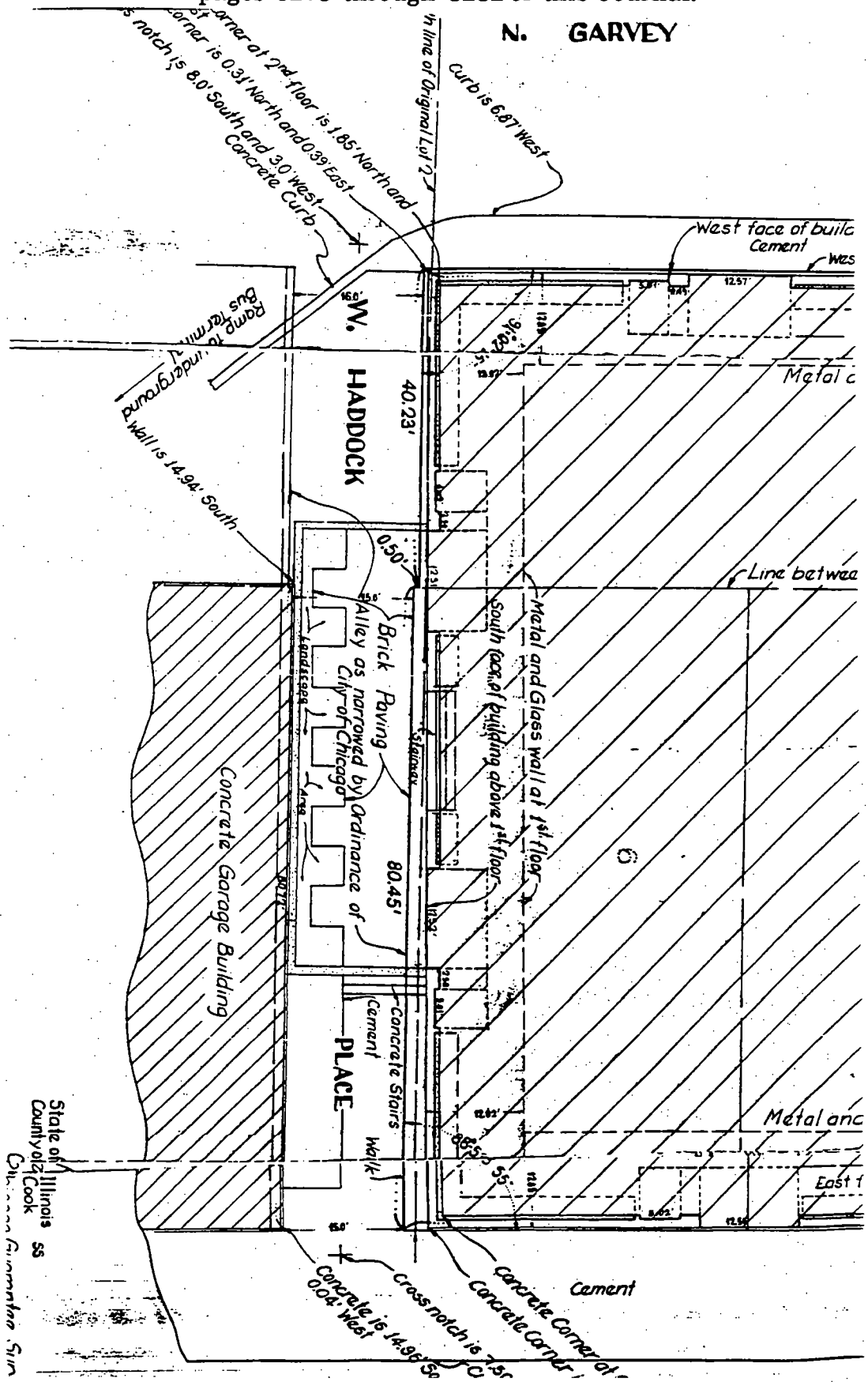
First State Bank & Trust/Park Ridge, Under Trust Number 2828.

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

SECTION 1. Permission and authority are hereby given and granted to First State Bank & Trust/Park Ridge, under Trust Number 2828, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a balcony over the alley adjacent to the premises known as 1439 South Michigan Avenue. Said balcony shall be fifteen (15) feet in length and four (4) feet, six (6) inches in width, and be continuous to condominium unit Number 504. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 8284)

Ordinance associated with this drawing printed on pages 8278 through 8282 of this Journal.



(Continued from page 8282)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8287 of this Journal.]

J.A. Friedman & Associates.

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

SECTION 1. Permission and authority are hereby given and granted to J.A. Friedman & Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed four (4) bay windows extending over the public right-of-way adjacent to the premises known as 101 West Grand Avenue and 512 -- 520 North Clark Street. Bay windows are installed as follows:

North Clark Street:

Three (3) windows -- fifteen (15) feet in length and two (2) feet in width.

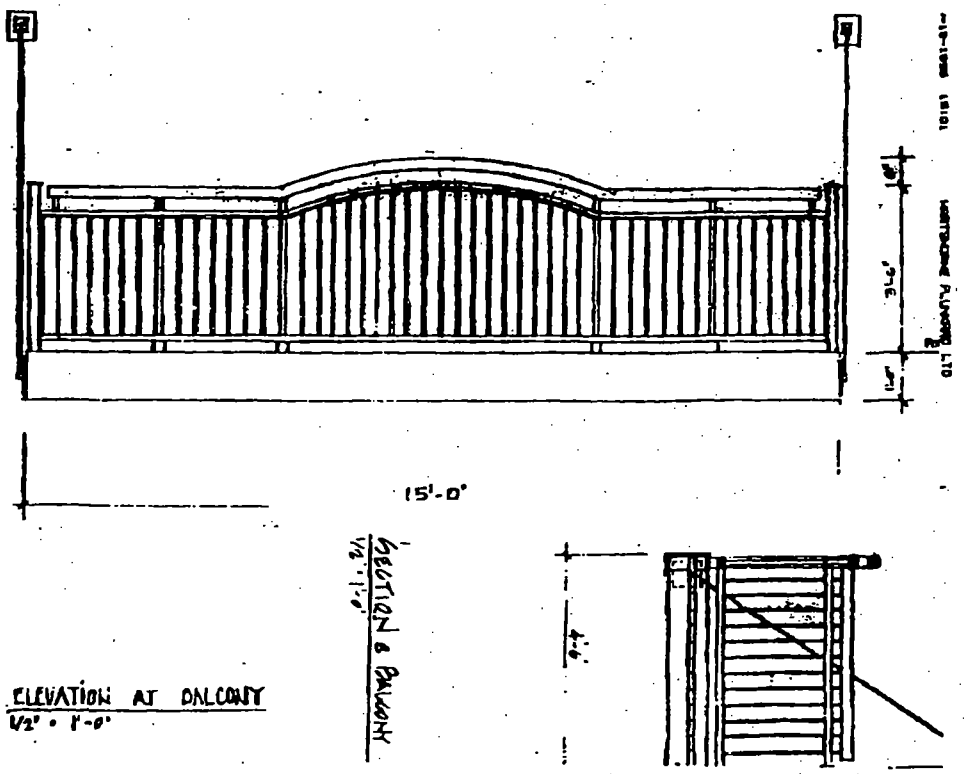
West Grand Avenue:

One (1) window -- fifteen (15) feet in length and two (2) feet in width.

Bay windows begin approximately twenty (20) feet above grade. Each bay window is a nominal extension of interior tenant business office space.

(Continued on page 8288)

Ordinance associated with this drawing printed on pages 8282 through 8286 of this Journal.



(Continued from page 8286)

Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of

this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8291 of this Journal.]

Hotsie Totsie Club, Incorporated.

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

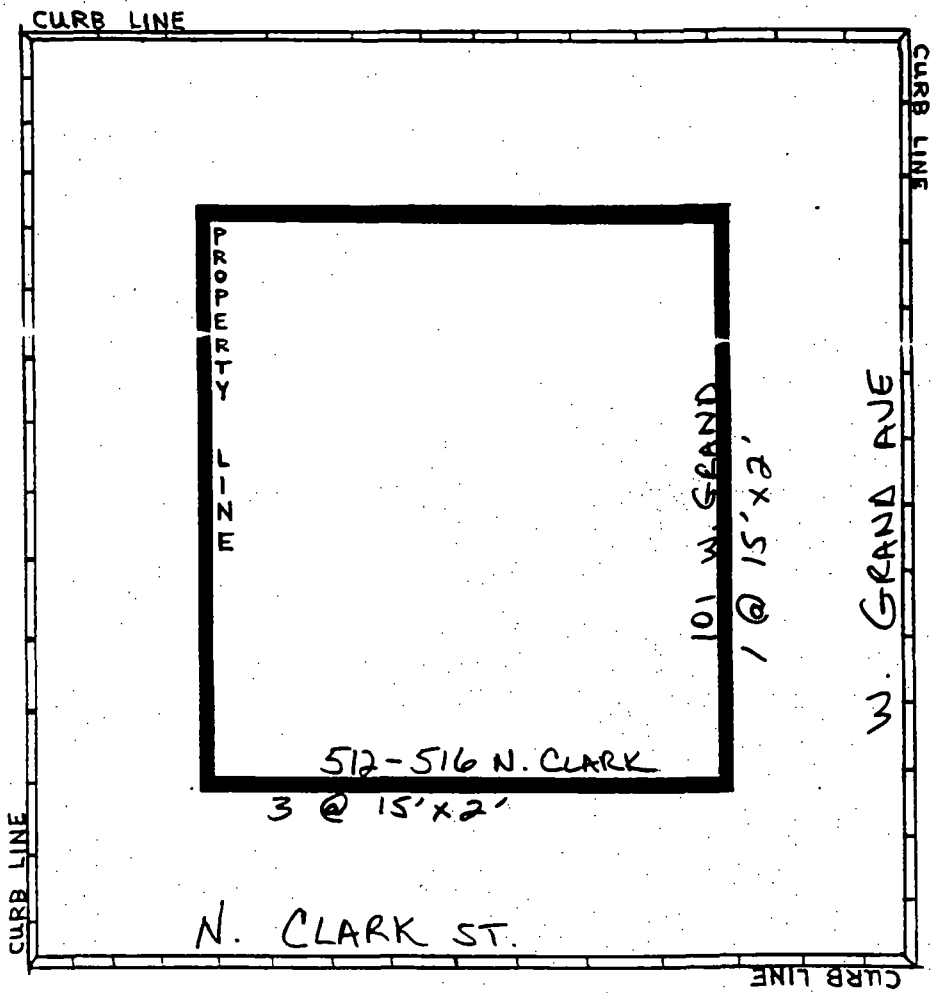
SECTION 1. Permission and authority are hereby given and granted to Hotsie Totsie Club, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a wooden non-illuminated sign over the public way adjacent to its premises located at 6 -- 8 East Division Street. Said sign shall be four (4) feet, six (6) inches in width and three (3) feet, six (6) inches in height. Authority herein granted shall be for a period of five (5) years from September 11, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 8292)

Ordinance associated with this drawing printed on pages 8286 through 8290 of this Journal.

J. A. FRIEDMAN + ASSOC.



BAY WINDOWS

(Continued from page 8290)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8295 of this Journal.]

Illinois Institute Of Technology.

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

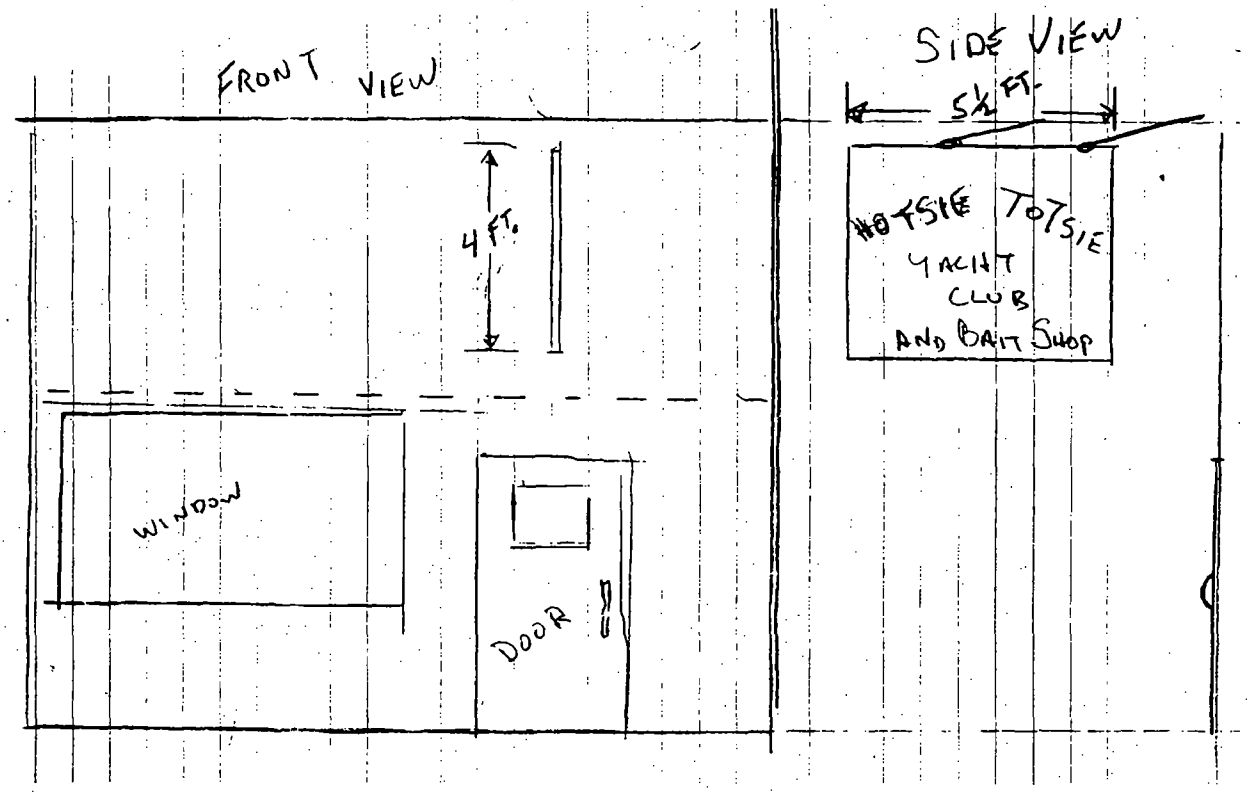
SECTION 1. Permission and authority are hereby given and granted to Illinois Institute of Technology, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) ventilation area wells, one (1) manhole and one (1) earth retention system in the public way of the City of Chicago adjacent to its premises located at 565 West Adams Street. One area well shall be sixteen (16) feet in length and six (6) feet in width. Another area well shall be eleven (11) feet in length and six (6) feet in width adjacent to West Quincy Court. Said manhole shall be three (3) feet in length and three (3) feet in width. Said retention system shall be one hundred sixty (160) feet in length and ten (10) inches in width beyond the property line. Authority herein given and granted for a period of five (5) years from and after September 11, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 8296)

Ordinance associated with this drawing printed on pages 8290 through 8293 of this Journal.



(Continued from page 8294)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name

the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

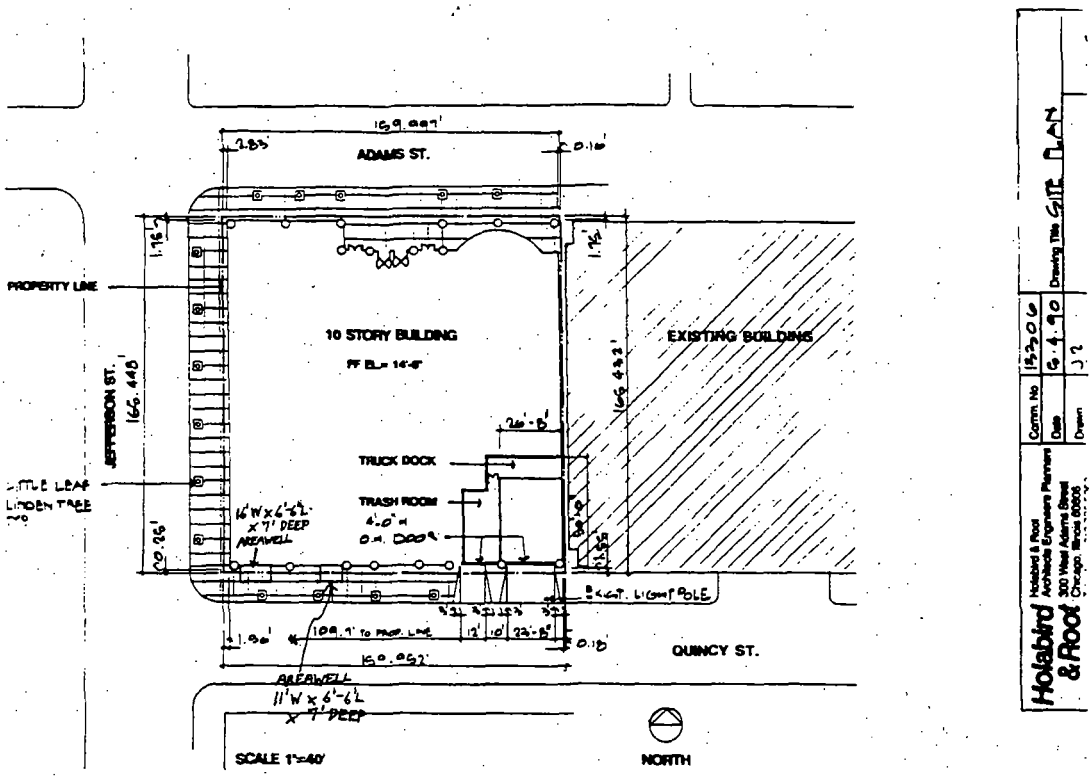
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8298 of this Journal.]

Ordinance associated with this drawing printed on pages 8294 through 8297 of this Journal.



Information Resources, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Information Resources, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a sky link covered bridge over the public way adjacent to its premises located at 564 West Randolph Street and described as follows: said sky link shall be located over the north/south eighteen (18) foot public alley at a point sixteen (16) feet above alley grade. Said sky link shall be forty (40) feet in length, eighteen (18) feet in width and seventy-five (75) feet in height and shall connect the premises known as 150 North Clinton Street with the premises known as 564 West Randolph Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from September 21, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Nine Hundred Three and no/100 Dollars ($2,903.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof,

to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8302 of this Journal.]

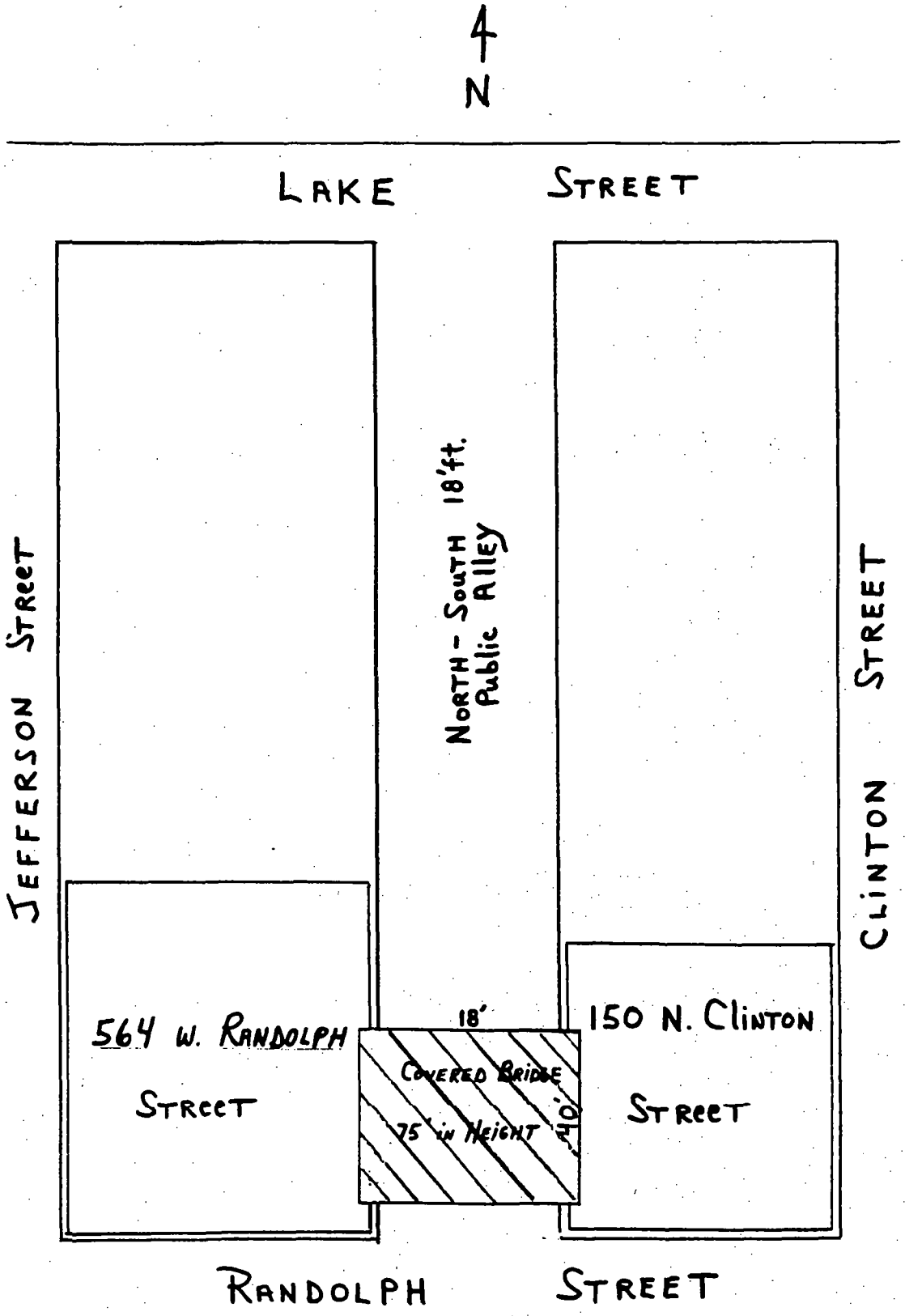
Johnson Publishing Company.

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

SECTION 1. Permission and authority are hereby given and granted to Johnson Publishing Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted space under the public right-of-way adjacent to the premises at 825 South Wabash Avenue. Said vaulted area is approximately thirty-nine (39) feet in length and seventeen (17) feet in width. Authority herein granted shall be for a period of five (5) years from September 11, 1995.

(Continued on page 8303)

Ordinance associated with this drawing printed on pages 8299 through 8301 of this Journal.



(Continued from page 8301)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Forty-five and no/100 Dollars ($345.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City

Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8306 of this Journal.]

Jule's 5¢ To $1.00 Stores, Inc.

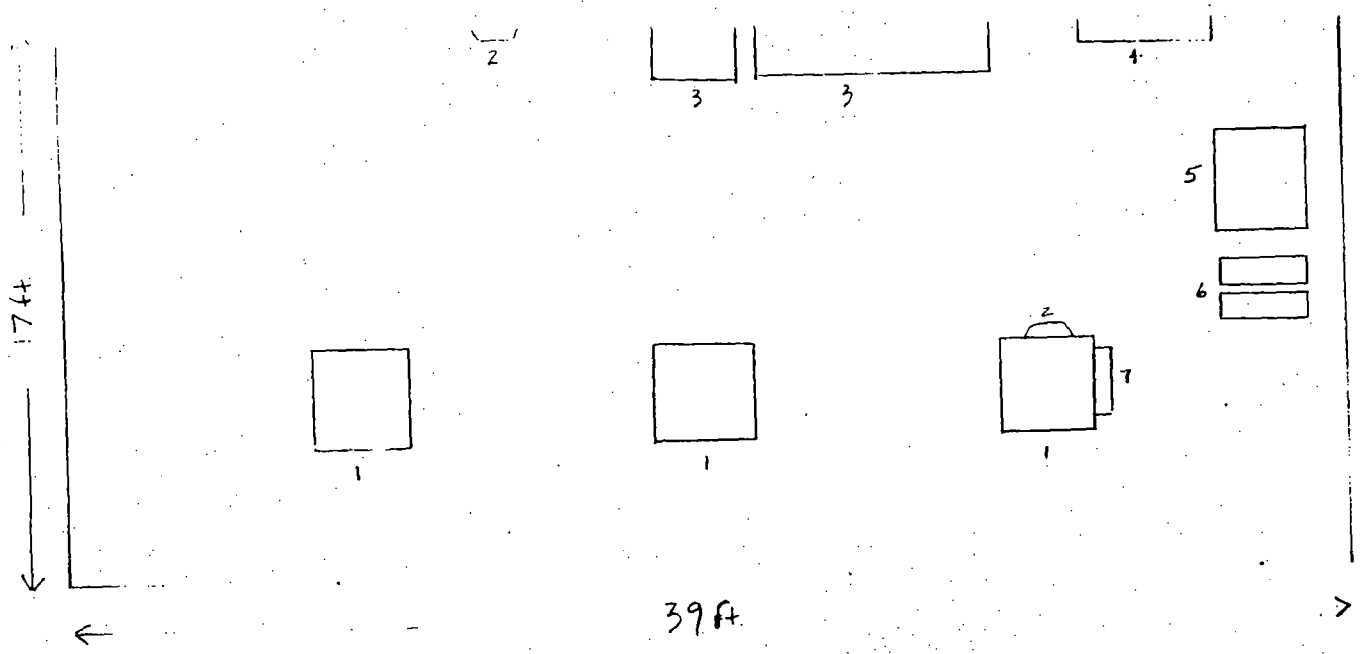
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Jule's 5¢ To $1.00 Stores, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use eight (8) display tables adjacent to the premises known as 2062 North Milwaukee Avenue. Said tables shall be for the display of merchandise during the hours of operation of the store. Tables placed against the building and extending into the public right-of-way shall be thirty (30) inches each, allowing at all times six (6) feet of clear and unobstructed space for pedestrian traffic. Store frontage is seventy-five (75) feet in length along North Milwaukee Avenue. Said tables shall be removed at the close of business each day. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 8307)

Ordinance associated with this drawing printed on pages 8301 through 8305 of this Journal.



1 Pillars
2 Electrical Meters
3. Electrical Switching Cabinets
4 Junction Box
5. Rectifier
6. Regeneration Switches
7 Fuse Panel Switches

VAULTED SPACE
525 S. WABASH AVE.

(Continued from page 8305)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8310 of this Journal.]

Mr. Nicholas A. Karris.

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

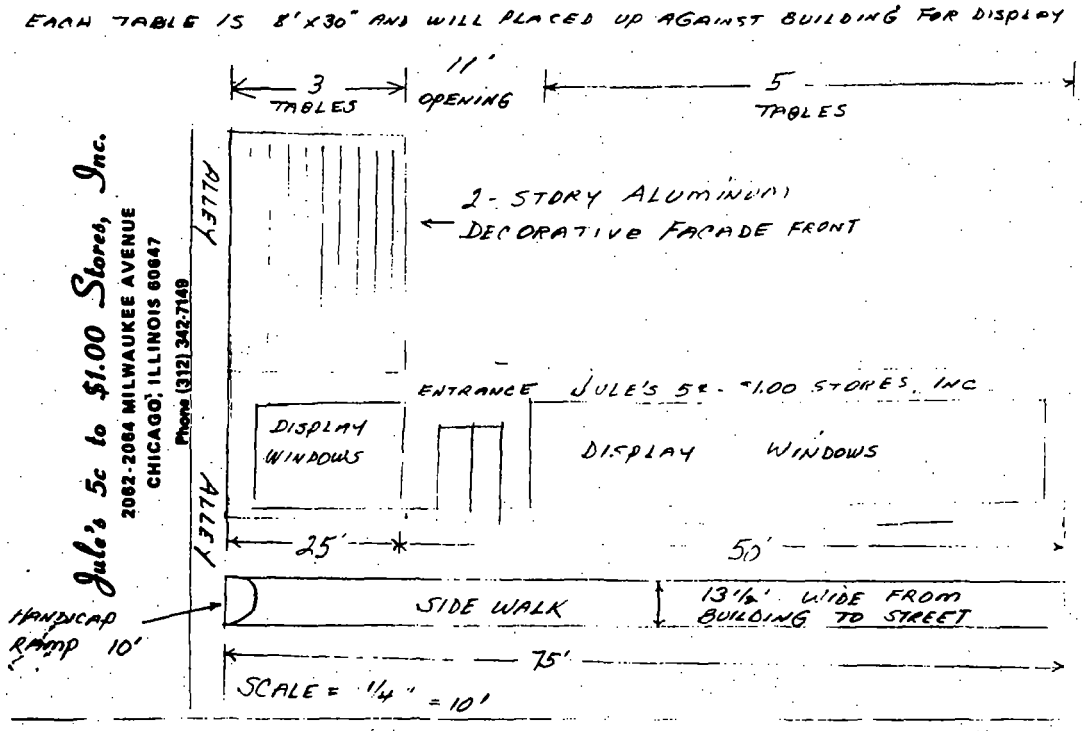
SECTION 1. Permission and authority are hereby given and granted to Nicholas A. Karris, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a three (3) manhole grease separator in the public right-of-way adjacent to its property located at 415 North LaSalle Street. Said grease separator shall be located in the public way of West Hubbard Street approximately one hundred ten (110) feet east of the North LaSalle Street curb line. Dimensions of said grease separator shall be ten (10) feet in length and four (4) feet in width, for a total of forty-eight (48) square feet. Each manhole cover shall be two (2) feet in diameter. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after October 25, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 8311)

Ordinance associated with this drawing printed on pages 8305 through 8308 of this Journal.



(Continued from page 8309)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance

coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

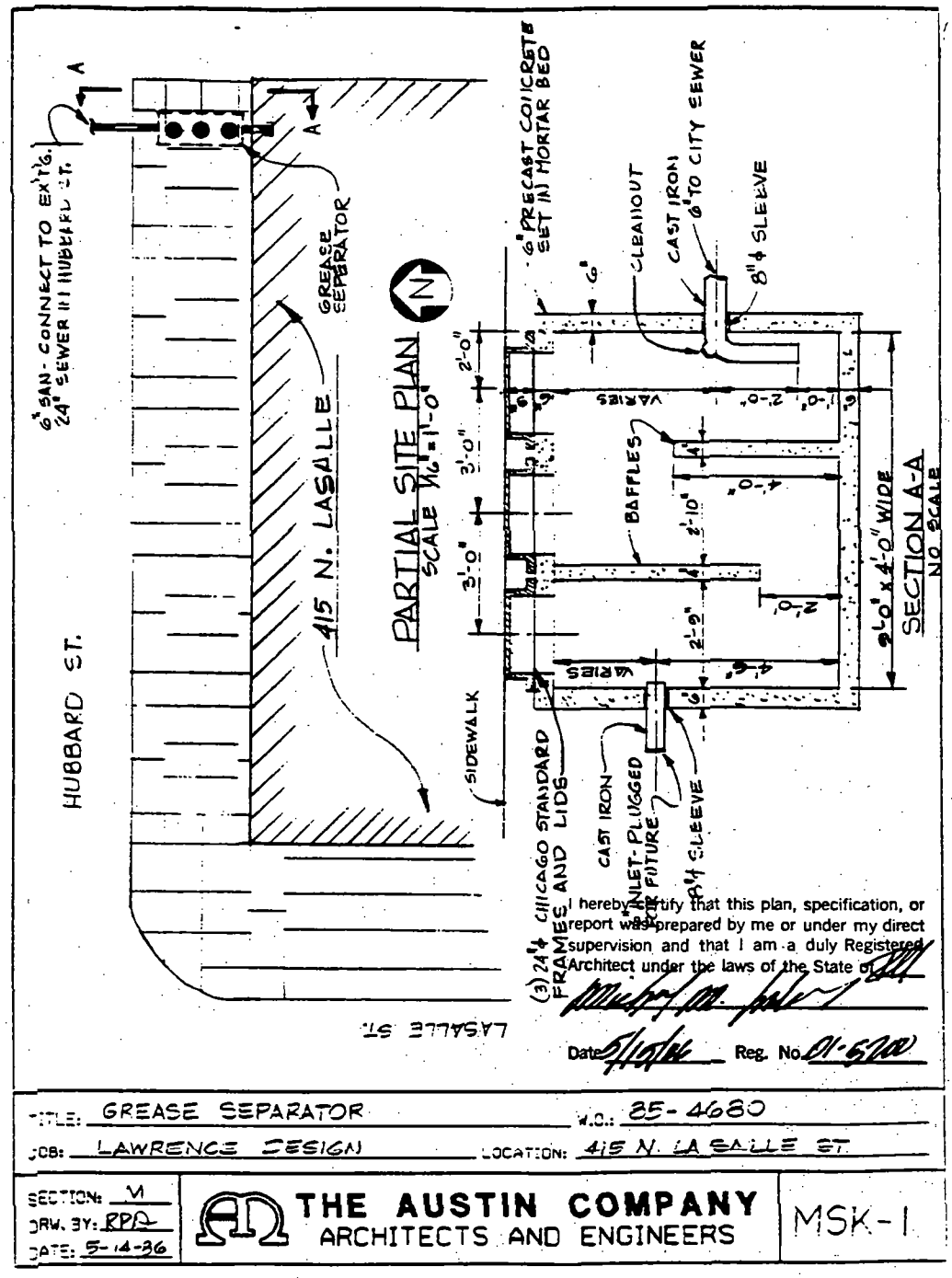
[Drawing referred to in this ordinance printed on page 8313 of this Journal.]

LaSalle National Bank, Under Trust Number 2514.

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

(Continued on page 8314)

Ordinance associated with this drawing printed on pages 8309 through 8312 of this Journal.



(Continued from page 8312)

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, under Trust Number 2514, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted space under the public right-of-way on South Wabash Avenue adjacent to the premises at 214 -- 216 South Wabash Avenue. Said vaulted area is approximately thirty-two (32) feet in length and eighteen (18) feet in width. Authority herein granted shall be for a period of five (5) years from September 11, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Twenty-two and no/100 Dollars ($922.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its

option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8317 of this Journal.]

Pompei Bakery.

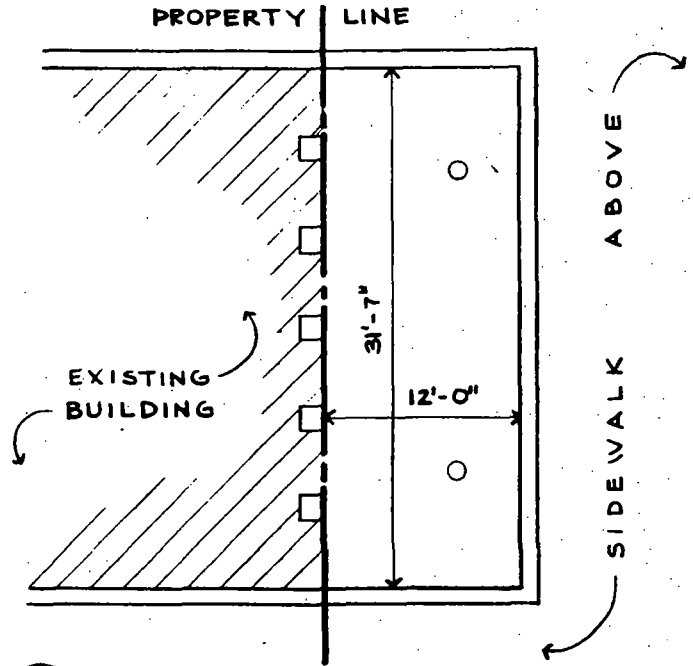
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pompei Bakery, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) bicycle racks adjacent to the premises known as 2953 -- 2955 North Sheffield Avenue. Said bicycle racks shall be thirty (30) inches in length and six (6) inches in width. Bicycle racks are to be installed no nearer than two (2) feet from the curb line of North Sheffield Avenue. Authority granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be

(Continued on page 8318)

Ordinance associated with this drawing printed on pages 8312 through 8316 of this Journal.



BASEMENT PLAN
SCALE: 1/8" = 1'-0"

ROSE RECORDS
214 S. WABASH
CHICAGO ILLINOIS

EAST SIDEWALK VAULT

DATE 7-6-90

WILLIAM PAVLECIC & ASSOCIATES
ARCHITECTS ENGINEERS
53 WEST JACKSON BOULEVARD CHICAGO, ILLINOIS

B12

(Continued from page 8316)

maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The

Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8321 of this Journal.]

Providence-Saint Mel School.

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

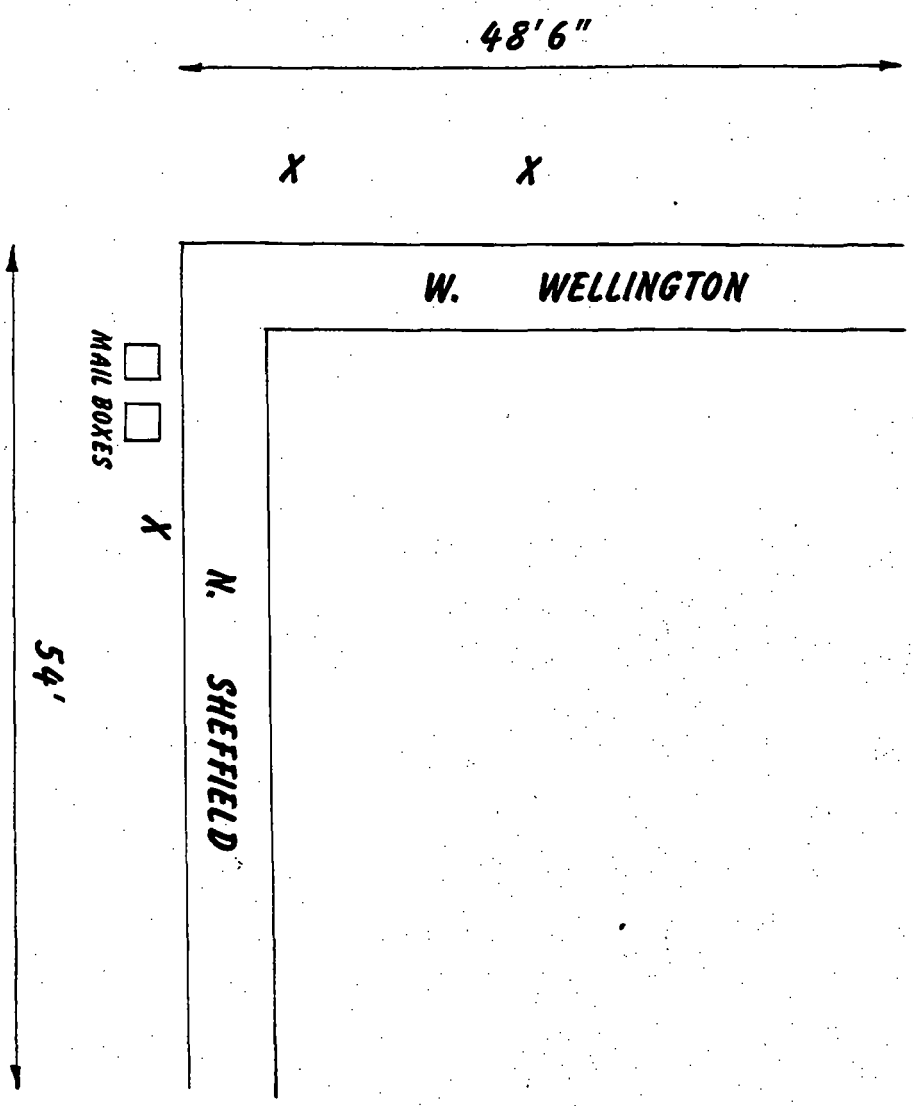
SECTION 1. Permission and authority are hereby given and granted to Providence-Saint Mel School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a two (2) inch electrical conduit for installation of a security camera adjacent to the premises known as 119 South Central Park Avenue. Said conduit shall span West Monroe Street for a total of thirty-nine (39) feet in length. Conduit shall be installed under West Monroe Street at a depth determined after digger inspection. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Thirty-four and no/100 Dollars ($234.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or

(Continued on page 8322)

Ordinance associated with this drawing printed on pages 8316 through 8320 of this Journal.



(Continued from page 8320)

vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

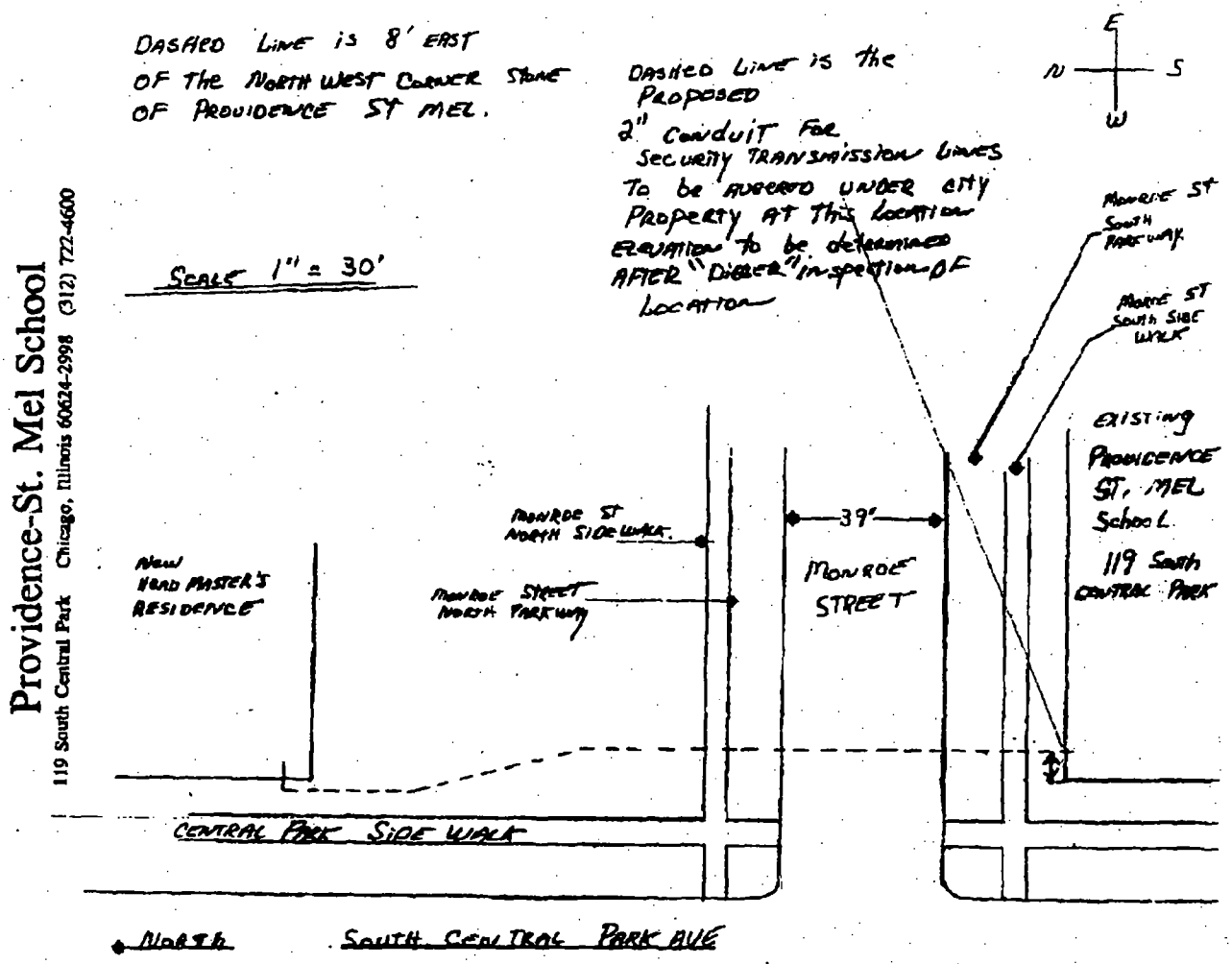
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8324 of this Journal.]

Ordinance associated with this drawing printed on pages 8320 through 8323 of this Journal.



Schwab Rehabilitation Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Schwab Rehabilitation Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a fixed entrance canopy with columns adjacent to the premises known as 1414 South Fairfield Avenue. Said canopy shall be erected at the entrance to the new outpatient building, fifty-four (54) feet, ten (10) inches in length and fifteen (15) feet, ten (10) inches in width, for a total of eight hundred sixteen point ninety-one (816.91) square feet. Canopy shall be supported by two (2) columns erected no nearer than two (2) feet from the existing curb line. Canopy shall be installed no lower than twelve (12) feet above grade level. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof,

to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance unavailable at time of printing.]

Sears, Roebuck And Co.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed one (1) pedestrian and two (2) pipe tunnels, each eight (8) feet in height and ten (10) feet in width, making individual and separate crossings under South Homan Avenue, between West Arthington Street and the Chicago and Great Western Railroad. Authority herein granted shall be for a period of five (5) years from and after June 5, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand and no/100 Dollars ($1,000.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work

which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Spiegel, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Spiegel, Inc., upon the terms and subject to the conditions of this ordinance, to install, maintain and use as now constructed a covered pedestrian bridge/passageway, eight (8) feet in height, eight (8) feet in width and not less than eighteen (18) feet above street grade, over and across West 35th Street connecting the premises at 1040 and 1029 West 35th Street for a period of five (5) years from and after September 1, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name

the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

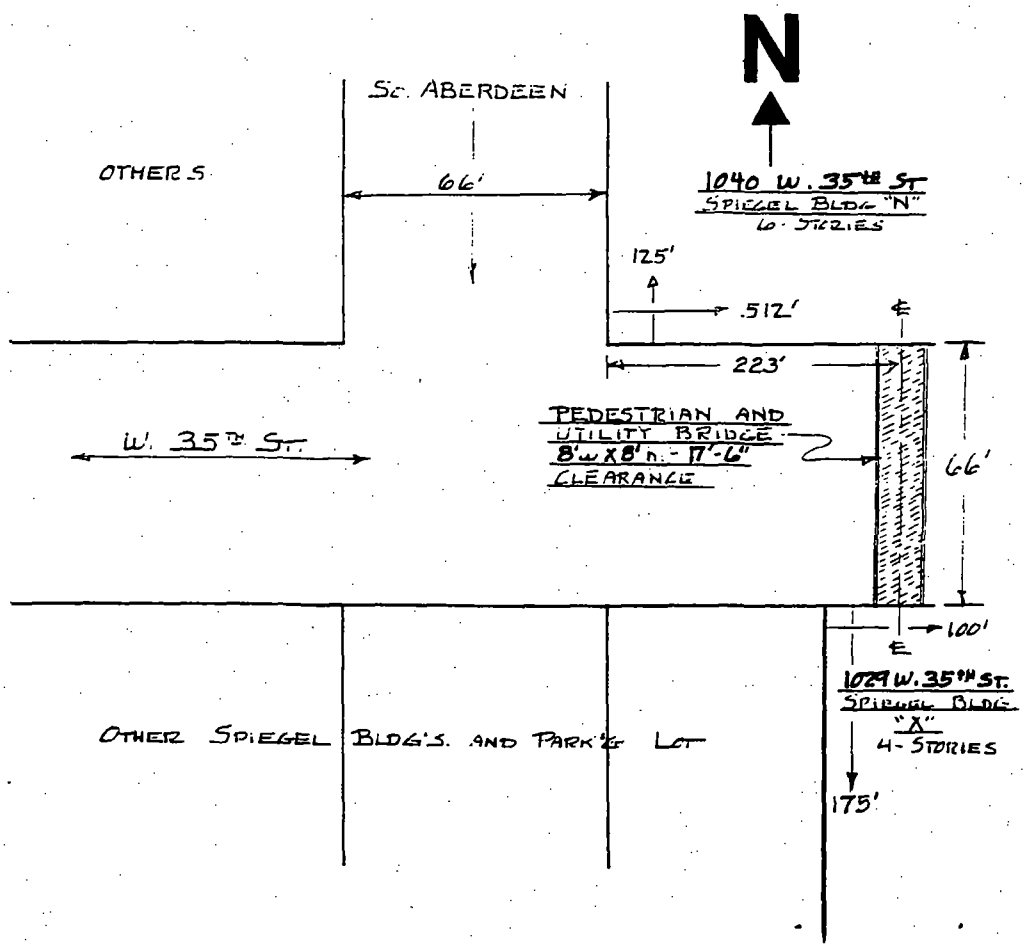
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8333 of this Journal.]

Ordinance associated with this drawing printed on pages 8330 through 8332 of this Journal.



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

NAME OF APPLICANT:_____

NAME OF CORPORATION AS PER CORPORATION BOOK_____

PAGE_____

Standard Federal Savings And Loan Association Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Standard Federal Savings and Loan Association of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a key pad opener in the parkway on West 42nd Street adjacent to the premises known as 3041 West 42nd Street, to be used to gain entrance into the parking lot. Authority herein granted shall be for a period of five (5) years from and after September 22, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

United States Department Of Veterans Affairs 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 The Department of Veterans Affairs Medical Center, a department of the United States Government, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, one (1) patient and/or public corridor over and across East Huron Street, connecting Northwestern Passavant Hospital with the third floor of the Department of Veterans Affairs Medical Center. Said corridor is one hundred eighty-four and six tenths (184.6) feet in length by sixteen and six tenths (16.6) feet in width and twenty-four (24) feet above ground level. This ordinance shall remain in effect for a period of five (5) years from and after October 9, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Sixty-eight and no/100 Dollars ($1,368.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the

public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City

Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8340 of this Journal.]

1-800-Flowers.

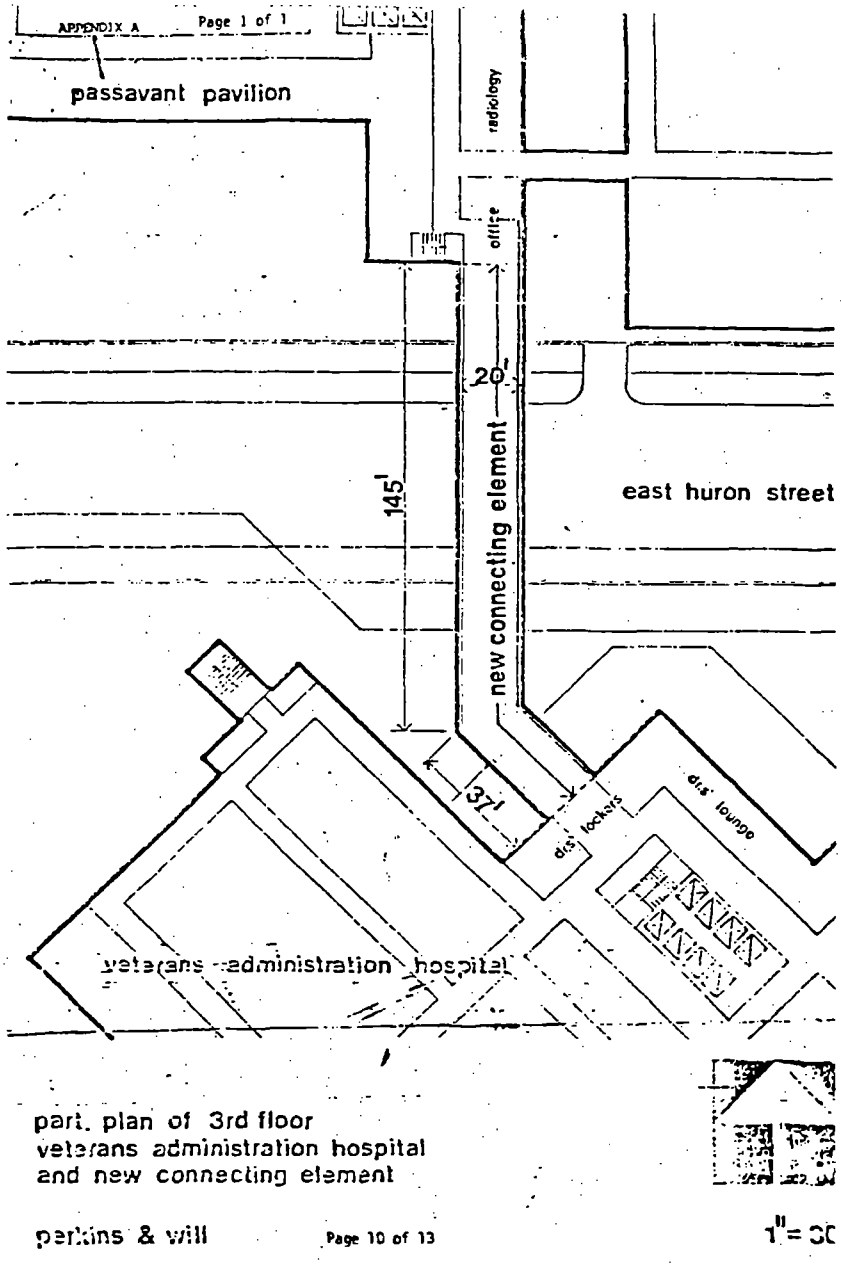
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1-800-Flowers, upon the terms and subject to the conditions of this ordinance, to maintain and use a flower cart for floral display adjacent to the premises known as 77 West Huron Street. Said flower cart shall be placed on the sidewalk in front of the premises at 77 West Huron Street and shall be situated so as to not impede the flow of pedestrian traffic. Said cart shall be removed during non-business hours. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 8341)

Ordinance associated with this drawing printed on pages 8336 through 8339 of this Journal.



(Continued from page 8339)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

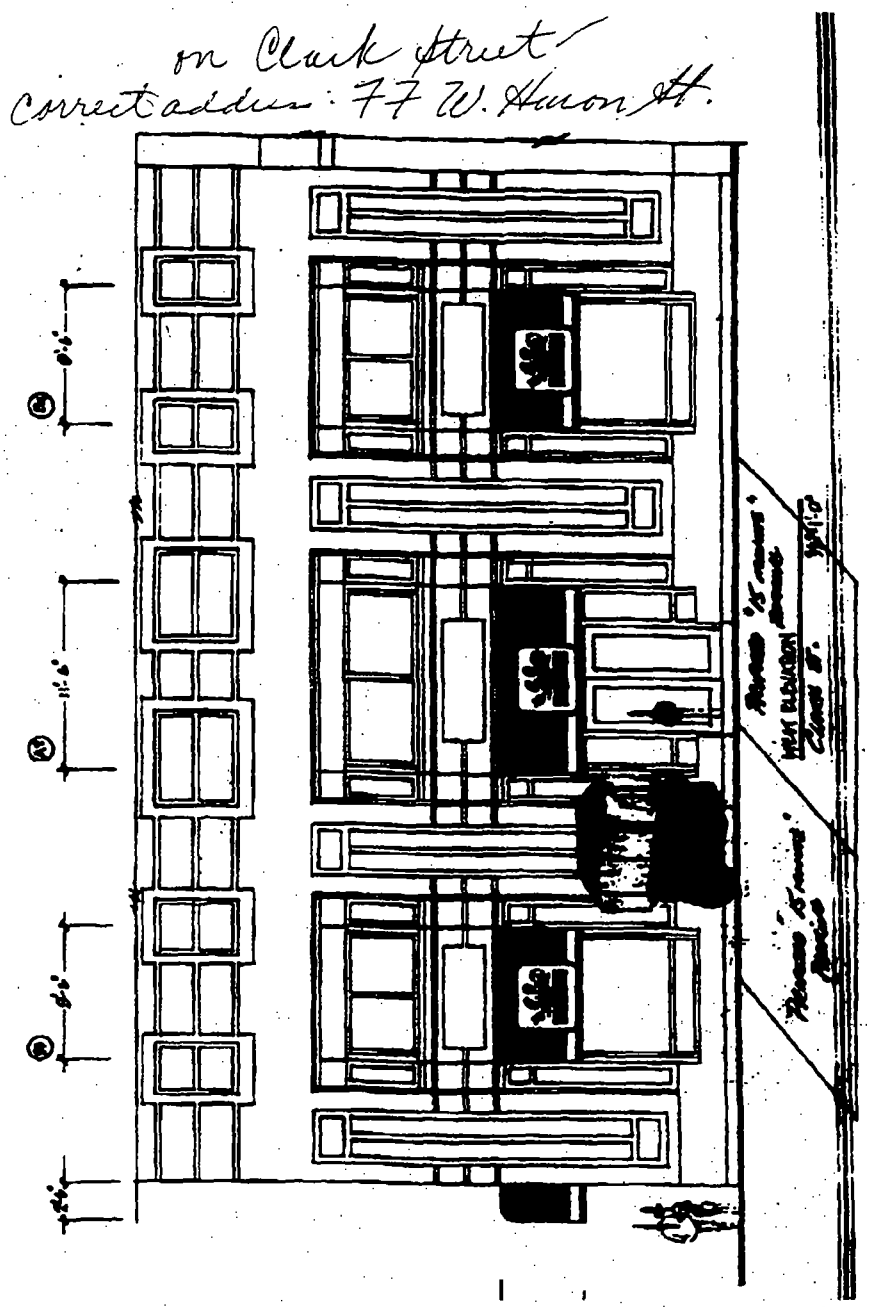
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8343 of this Journal.]

Ordinance associated with this drawing printed on pages 8339 through 8342 of this Journal.



AUTHORIZATION FOR GRANT OF PRIVILEGE TO COLUMBIA COLLEGE TO MAINTAIN AND USE VAULTED AREA ADJACENT TO 623 SOUTH WABASH AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 13, 1995) for a grant of privilege in the public way to Columbia College to maintain and use a vaulted area adjacent to the premises located at 623 South Wabash Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote. In accordance with Rule 14, Alderman Patrick M. Huels excluded himself from voting.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Columbia College, upon the terms and subject to the conditions of this ordinance, to use a vaulted area adjacent to the premises known as 623 South Wabash Avenue described as follows:

South Wabash Avenue -- Front:

Area shall be approximately eighty-nine (89) feet in length and seventeen (17) feet in width, used for utility supplies and storage.

South Wabash Avenue -- Alley:

Area shall be approximately one hundred twenty (120) feet in length and eight point five (8.5) feet in width, used for utility (sewer) lines.

Authority herein granted shall be for a period of five (5) years from and after September 11, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Fifty-four and no/100 Dollars ($1,054.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the

structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

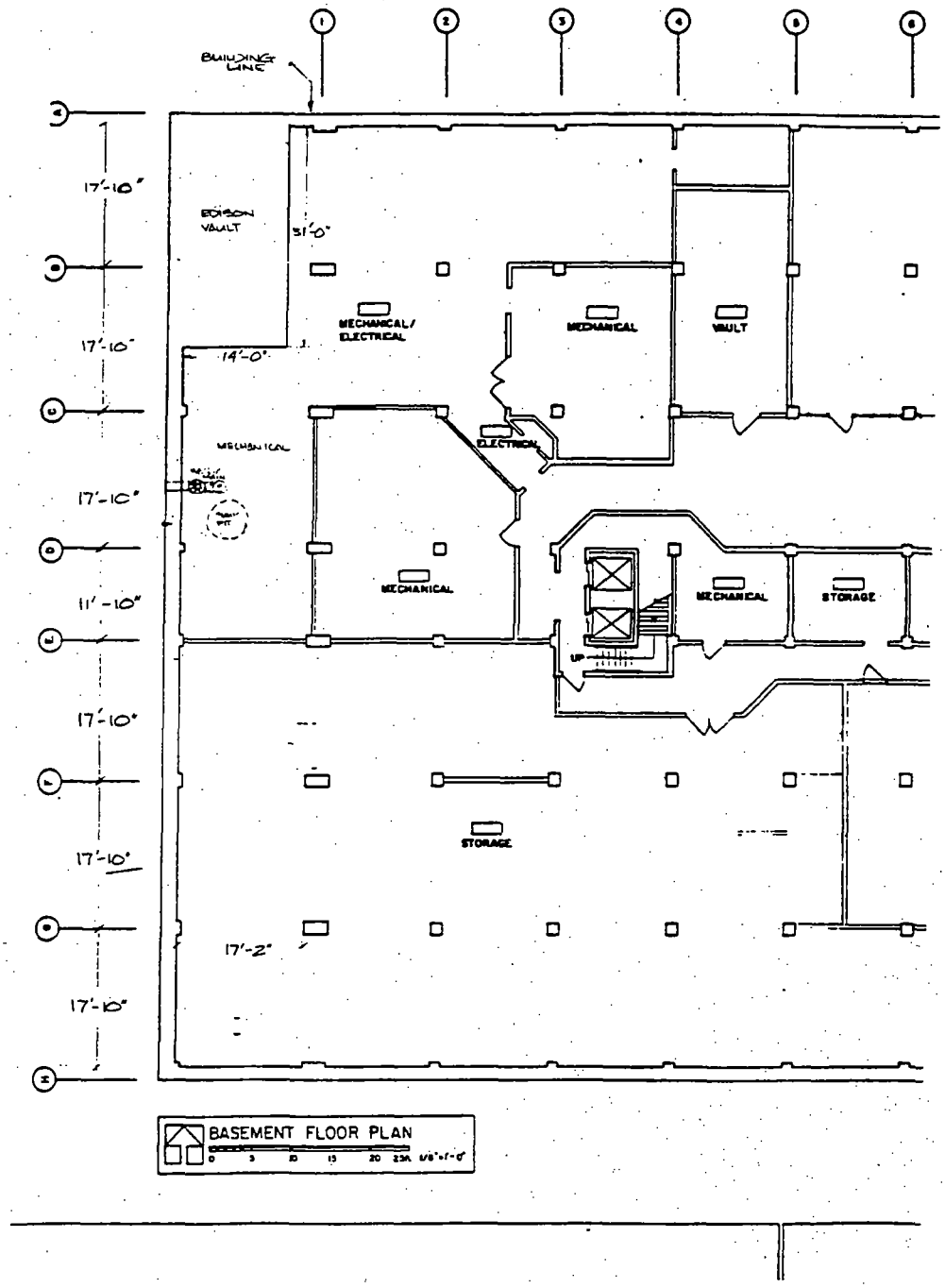
[Drawing referred to in this ordinance printed on page 8348].

AUTHORIZATION FOR GRANT OF PRIVILEGE TO HEITMAN PROPERTIES, INC. TO MAINTAIN AND USE TRELLIS ADJACENT TO 120 NORTH LA SALLE STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 8350)

Ordinance associated with this drawing printed on pages 8345 through 8347 of this Journal.



(Continued from page 8347)

CHICAGO, September 27, 1995.

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 September 13, 1995) for a grant of privilege in the public way to Heitman Properties, Inc. to maintain and use as now constructed a trellis over the public right-of-way adjacent to the premises located at 120 North LaSalle Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote. In accordance with Rule 14, Alderman Patrick M. Huels excluded himself from voting.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Heitman Properties, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a trellis over the public way adjacent to their premises located at 120 North LaSalle Street. Said trellis shall be constructed pursuant to guidelines established and approved by the Chicago Plan Commission July 13, 1989. Said trellis shall be three hundred sixty-four (364) feet in length and eight point seventy-five (8.75) feet in width for a total of three thousand one hundred eighty-five (3,185) square feet. Said trellis shall extend over West Court Place from the west line of North LaSalle Street to the east line of North Wells Street and will define the pedestrian way. Authority herein given and granted shall be for a period of five (5) years from and after September 11, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Eighty-nine and no/100 Dollars ($389.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 8354 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

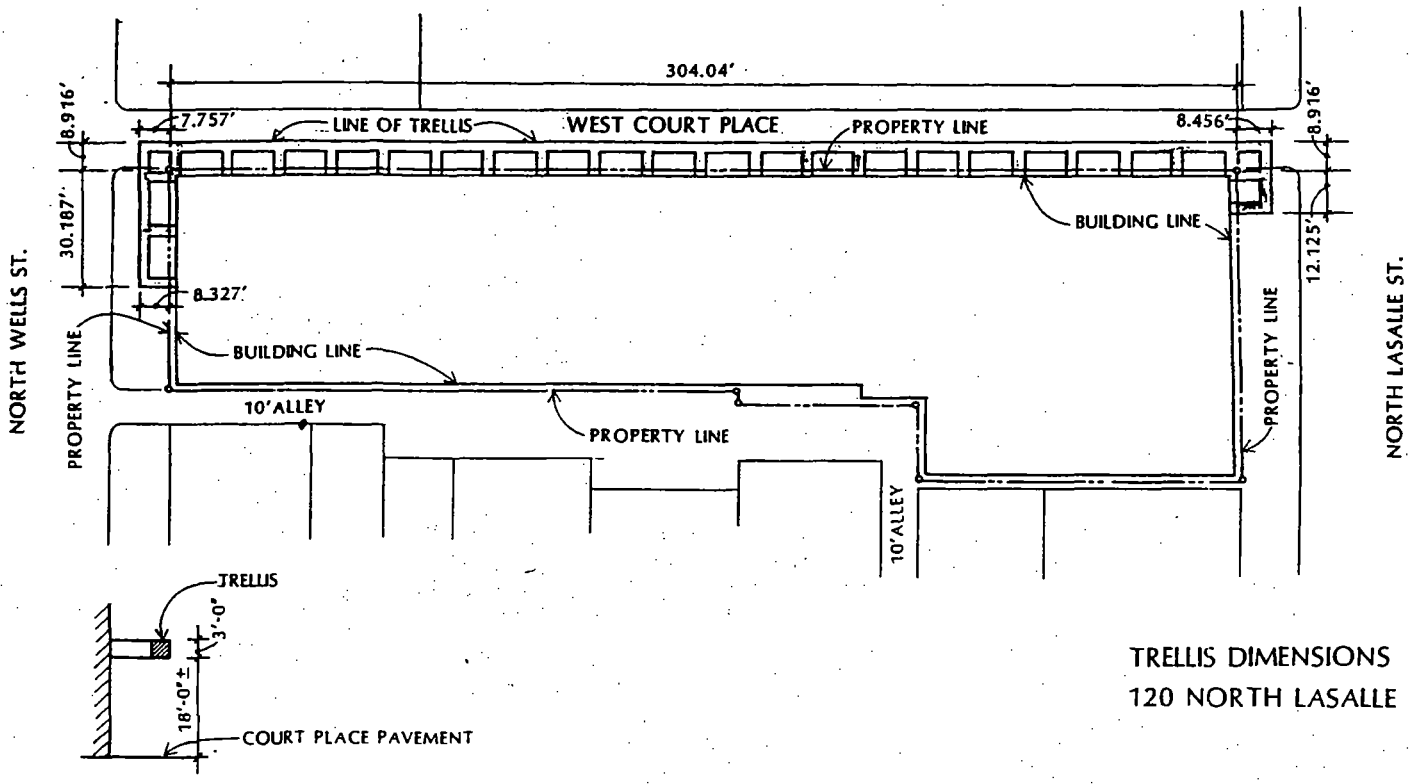
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

(Continued on page 8355)

Ordinance associated with this drawing printed on pages 8351 through 8353 of this Journal.



SECTION AT TRELLIS

TRELLIS DIMENSIONS
120 NORTH LASALLE

(Continued from page 8353)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on September 13, 1995) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

ACME Sporting Goods Mfg. Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to ACME Sporting Goods Mfg. Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1666 North Leavitt Street for a period of three (3) years from and after August 2, 1995, 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 fifteen (15) feet in length, nor five (5) feet, five (5) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Robert Baker: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Robert Baker ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 6259 West Belmont Avenue and 3149 North Mobile Avenue for a period of three (3) years from and after October 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seventy-three (73) feet, and one (1) at twenty-five (25) feet, respectively, in length, nor two (2) at three (3) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Forty-eight and no/100 Dollars ($148.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of

Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Eddie Bauer: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Eddie Bauer ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 123 North Wabash Avenue for a period of three (3) years from and after August 31, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars ($57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Bennett Brothers: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bennett Brothers ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 30 East Adams 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Burberrys Limited: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Burberrys Limited ("Permittee") to construct, maintain and use nine (9) canopies over the public way attached to the structure located at 633 North Michigan Avenue for a period of three (3) years from and after October 30, 1995, 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 ten (10) feet, respectively, in length, nor ten (10) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Fifty and no/100 Dollars ($450.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Caribe Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Caribe Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3316 West Armitage Avenue for a period of three (3) years from and after August 3, 1995 in accordance with the ordinances of the City of Chicago and

the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet, four (4) inches in length, nor eight (8) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Chicago Club: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Chicago Club ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 81 East Van Buren Street for a period of three (3) years from and after September 20, 1995 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 nineteen (19) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Chicago Title & Trust Co., Under Trust Number 1095000: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chicago Title & Trust Co., under Trust Number 1095000 ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 300 South Wacker Drive for a period of three (3) years from and after December 5, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed twenty-two (22) feet respectively, in length, nor nine (9) 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 to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Euromarket Designs, Inc. (Doing Business As Crate & Barrel): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Euromarket Designs, Inc., doing business as Crate & Barrel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 646 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy (70) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of 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 to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Daily Meat Supply: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Daily Meat Supply ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 948 West Fulton Street for a period of three (3) years from and after September 11, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length, nor sixteen (16) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars ($53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Gaylord India Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gaylord India Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 678 North Clark Street for a period of three (3) years from and after December 20, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Erwin Gruen: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Erwin Gruen ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 226 West Superior Street for a period of three (3) years from and after October 30, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by

the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Hit Or Miss Number 648: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hit or Miss Number 648 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Superior Street for a period of three (3) years from and after September 11, 1995 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 four (4) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Hong Min Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hong Min Restaurant ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 221 West Cermak Road for a period of three (3) years from and after September 16, 1995 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 sixteen (16) feet, respectively, in length, nor two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Laredo Auto Parts, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Laredo Auto Parts, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3001 West 26th 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred twenty-six (126) feet in length, nor twenty-seven (27) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-one and no/100 Dollars ($151.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Laredo Automotive Center: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Laredo Automotive Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3017 West 26th 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in length, nor twenty-seven (27) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars ($56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mallers, Chicago Mgmt. Co., Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mallers, Chicago Mgmt. Co., Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars ($56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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23 East Adams Corporation (Doing Business As Miller's Pub & Restaurant): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 23 East Adams Corporation, doing business as Miller's Pub & Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 134 South Wabash Avenue for a period of three (3) years from and after October 27, 1995 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 seventeen (17) feet in length, nor eight (8) feet, five (5) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Alfred Mossner Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Alfred Mossner Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 137 North Wabash Avenue for a period of three (3) years from and after September 12, 1995 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 seven (7) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

North Center Eye: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to North Center Eye ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4020 North Lincoln Avenue for a period of three (3) years from and after October 26, 1995, 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 five (5) feet, three (3) inches in length, nor nineteen (19) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

North Water Market, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to North Water Market, Inc. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 2626 West Devon Avenue for a period of three (3) years from and after September 12, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifty-six (56) feet, one (1) at thirty-five (35) feet and one (1) at thirteen (13) feet, respectively, in length, nor two (2) at three (3) feet and one (1) at eight (8) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-nine and no/100 Dollars ($129.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ms. Reyna F. Nugui: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Reyna F. Nugui ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6407 North Caldwell Avenue for a period of three (3) years from and after September 22, 1994, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Omni Hotels/Ambassador East: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Omni Hotels/Ambassador East ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1301 North State Parkway 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Piser Weinstein Menorah Chapels: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Piser Weinstein Menorah Chapels ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3019 West Peterson Avenue for a period of three (3) years from and after August 28, 1995, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the

Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length, nor nineteen (19) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Triangular, Inc. (Doing Business As Popeye's Famous Fried Chicken): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Triangular, Inc., doing business as Popeye Chicken ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 17 South Wabash Avenue for a period of three (3) years from and after May 16, 1995, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sears Roebuck And Company: Canopy.
(3401 West Arthington Street)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sears Roebuck and Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3401 West Arthington Street for a period of three (3) years from and after August 18, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sears Roebuck And Company: Canopy.
(3330 West Fillmore Street)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sears Roebuck and Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3330 West Fillmore Street for a period of three (3) years from and after August 18, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Six Corners Cinema Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Six Corners Cinema Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4054 North Milwaukee Avenue for a period of three (3) years from and after October 11, 1995, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-seven (47) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars ($72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sports Distributors: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sports Distributors ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3555 North Clark Street for a period of three (3) years from and after October 26, 1995, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifty-four (54) feet and one (1) at eighteen (18) feet, respectively, in length, nor two (2) at three (3) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-seven and no/100 Dollars ($97.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Standard Federal Bank: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Standard Federal Bank ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4192 South Archer Avenue for a period of three (3) years from and after July

28, 1995 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 Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Stillery, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stillery, Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 927 South Loomis Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at six (6) feet and one (1) at eight (8) feet, respectively, in length, nor two (2) at two point five (2.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum,

in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Su Casa, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Su Casa, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 47 -- 49 East Ontario Street for a period of three (3) years from and after September 24, 1995, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sultan Oriental Rugs: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sultan Oriental Rugs ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 300 West Grand 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 two (2) at ten (10) feet and one (1) at eleven (11) feet, respectively, in length, nor three (3) at two (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 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 to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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100 East Huron Street Condominum Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 100 East Huron Street Condominum Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Huron 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor eighteen (18) feet, three (3) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-two and no/100 Dollars ($62.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

301 Associates: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 301 Associates ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 301 East Erie Street for a period of three (3) years from and after August 31, 1995 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 six (6) feet in length, nor fourteen (14) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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450 Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 450 Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 450 East Ohio Street for a period of three (3) years from and after October 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved

by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-four and no/100 Dollars ($54.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September, 1995.

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 September 13, 1995) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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):

Mr. Enis Cirkic (Doing Business As The European Pastry Shop And Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Enis Cirkic, doing business as The European Pastry Shop and Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4701 North Lincoln Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and thirteen (13) feet in width, for a total of two hundred sixty (260) square feet and shall be six (6) feet from the face of the building line along West Leland Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby

authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Jilly's Bistro.

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

SECTION 1. Permission and authority are hereby given and granted to Jilly's Bistro, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1007 North Rush Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and eight (8) feet, six (6) inches in width, for a total of two hundred fifteen (215) square feet and shall begin six (6) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $387.00/Seating: 25.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse

of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AUTHORIZATION FOR APPROVAL OF PLAT OF FALLING WATERS OF CHATHAM RIDGE SUBDIVISION AT NORTHEAST CORNER OF SOUTH PARNELL AVENUE AND WEST 87TH STREET AND DEDICATION OF SPECIFIED STREETS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of Falling Waters of Chatham Ridge Subdivision located north of the northeast corner of South Parnell Avenue and West 87th Street, adjoining the westerly line of the Chicago and Western Indiana Railroad; and providing for the dedication of South Normal Avenue, South Eggleston Avenue and West 87th Street. This ordinance was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Falling Waters of Chatham Ridge Subdivision located 100.60 feet east and 172.00 feet north of the northeast corner of South Parnell Avenue and West 87th Street, having a frontage of 333.45 feet along the north line of West 87th Street and frontage of 1,697.90 feet along the east line of South Parnell Avenue which adjoins the westerly line of the Chicago and Western Indiana Railroad and providing for the dedication of South Normal Avenue, South Eggleston Avenue and West 87th Street as shown on the attached plat, when the necessary certificates are shown on said plat for Woodward Smith, Dwight E. Smith and the Chicago & Western Indiana Railroad Co. (File No. 33-21-95-1978).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

CONSIDERATION FOR TRAFFIC CLOSURE ON PORTION OF NORTH HIAWATHA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to give consideration to the closing of North Hiawatha Avenue, from North Legett Avenue to North Leader Avenue. This order was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the closing of North Hiawatha Avenue, between North Legett Avenue and North Leader Avenue, to through traffic.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* three (3) proposed ordinances transmitted herewith (referred on September 13, 1995) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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):

West Belle Plaine Avenue, West Of North Kilpatrick Avenue.

WHEREAS, The residents of the 4700 block of West Belle Plaine Avenue have requested that a cul-de-sac be constructed at the intersection of West Belle Plaine Avenue and North Kilpatrick Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Belle Plaine Avenue, west of North Kilpatrick Avenue.

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

West Berteau Avenue, West Of North Kilpatrick Avenue.

WHEREAS, The residents of the 4700 block of West Berteau Avenue have requested that a cul-de-sac be constructed at the intersection of West Berteau Avenue and North Kilpatrick Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Berteau Avenue, west of North Kilpatrick Avenue.

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

South Lowe Avenue And West 26th Street.

WHEREAS, The residents of the 2500 block of South Lowe Avenue have requested that a cul-de-sac be constructed at the intersection of South Lowe Avenue and West 26th Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized to construct a cul-de-sac at the following location:

On South Lowe Avenue and West 26th Street.

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

PERMISSION TO INSTALL RAMP FOR HANDICAPPED AT 2551 SOUTH HOMAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to grant permission to Rodolfa Bueno to install a handicap ramp at 2551 South Homan Avenue. This order was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Rodolfa Bueno, 2551 South Homan Avenue, to install a handicapped ramp at the above mentioned address.

CONSIDERATION FOR INSTALLATION OF CURB-CUT AND RAMP FOR HANDICAPPED ON PORTION OF NORTH ASHLAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to give consideration to the installation of a curb-cut and handicap ramp on the west side of North Ashland Avenue, south of West Leland Avenue, adjacent to the premises located at 4640 North Ashland Avenue. This order was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the need of a curb-cut and ramp for the handicapped on the west side of North Ashland Avenue just south of West Leland Avenue (for public benefit of Our Lady of Lourdes Church, 4640 North Ashland Avenue, Reverend James A. Colleran, Pastor).

AUTHORIZATION FOR CONSTRUCTION OF STREET MEDIANS ON SPECIFIED PORTIONS OF EAST 70TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to construct street medians at the following locations: on East 70th Street, at the first alley east of South East End Avenue; and on East 70th Street, at the first alley east of South Cornell Avenue. This ordinance was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The residents of the Parkside/Jackson Park Highlands have requested that street medians be constructed at the intersection of East 70th Street and South East End Avenue, and East 70th Street and South Cornell Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct street medians at the following locations:

On East 70th Street, at the first alley east of South East End Avenue; and

On East 70th Street, at the first alley east of South Cornell Avenue.

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

PERMISSION GRANTED TO CONGREGATION SHAARE TIKVAH FOR PLACEMENT OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS AND WAIVER OF FEES RELATED THERETO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to grant permission to Congregation Shaare Tikvah to place directional signs for traffic to the synagogue at the following locations: the northwest and northeast corners of North Lincoln Avenue and North Kimball Avenue; and the southwest corner of West Peterson Avenue and North Kimball Avenue. This ordinance was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Congregation Shaare Tikvah at 5800 North Kimball Avenue is an integral and important part of the city and the Jewish community; and

WHEREAS, It is to the benefit of Congregation Shaare Tikvah and the city to install directional signs at several locations for traffic to the synagogue; now, therefore,

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

SECTION 1. Congregation Shaare Tikvah is hereby given the privilege and is authorized to place directional signs for traffic to the synagogue without charge, and any and all fees being hereby waived, by attaching them to traffic signal poles in the city right-of-way at each of the following locations:

a. The northwest corner of North Lincoln Avenue and North Kimball Avenue;

b. The northeast corner of North Lincoln Avenue and North Kimball Avenue; and

c. The southwest corner of West Peterson Avenue and North Kimball Avenue.

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

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

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):

Amato's Pizzeria.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Amato's Pizzeria of 1735 -- 1737 North Harlem Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Mr. James Brockhagen.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt James Brockhagen of 2306 West Touhy Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 2306 West Touhy Avenue.

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

Mr. Ralph W. Brockman.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Ralph W. Brockman of 100 East 79th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 100 -- 104 East 79th Street (rear).

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

DJ & Sons, Inc./Canton Noodle Company.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt DJ & Sons, Inc., owner of Canton Noodle Company, 481 West 26th Street, Chicago, Illinois 60616, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities located at 481 West 26th Street.

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

The Dollar Store.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt The Dollar Store of 11041 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for The Dollar Store.

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

Mr. Louis Kostiner.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Louis Kostiner of 1017 West Washington Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 17 North Loomis Street.

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

Lincoln Lofts, Inc.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lincoln Lofts, Inc. of 3149 North Lincoln Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3149 North Lincoln Avenue.

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

New Zion Grove Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt New Zion Grove Missionary Baptist Church of 1900 West 64th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1900 West 64th Street.

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

Mr. Steven Schultz.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Steven Schultz from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3549 North Clark Street.

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

1701 North Milwaukee Avenue Corporation.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 1701 North Milwaukee Avenue Corporation of 1701 North Milwaukee Avenue, Chicago, Illinois 60647, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1717 -- 1720 North Hoyne Avenue.

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST 106TH STREET AS "DR. MARCUS H. MORGAN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West 106th Street, from South Halsted Street to South Emerald Avenue, as "Dr. Marcus H. Morgan Drive". This ordinance was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 106th Street, between South Halsted Street and South Emerald Avenue, as "Dr. Marcus H. Morgan Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST 77TH STREET AS "MUSTANG DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 2400 through 2600 blocks of West 77th Street as "Mustang Drive". This ordinance was referred to the committee on September 27, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of West 77th Street, from 2400 through 2600, as "Mustang Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MICHIGAN AVENUE AS "SWAMI VIVEKANANDA WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Michigan Avenue, from East Adams Street to East Monroe Street, as "Swami Vivekananda Way". This ordinance was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Michigan Avenue, between East Adams Street and East Monroe Street, as "Swami Vivekananda Way".

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

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST FULTON STREET AS "REVEREND JAMES A. HORTON DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Fulton Street, from North Laramie Avenue to North Central Avenue, as "Reverend James A. Horton Drive". This order was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Fulton Street, from North Laramie Avenue to North Central Avenue, memorializing the street to "Reverend James A. Horton Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH ABERDEEN STREET AS "DOCTOR REVEREND RAMONA JOSEPH DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 27, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Aberdeen Street, from West 80th Street to West 81st Street, as "Doctor Reverend Ramona Joseph Drive". This order was referred to the committee on September 13, 1995.

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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Aberdeen Street, from West 80th Street to West 81st Street, memorializing the street to "Doctor Reverend Ramona Joseph Drive".

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

Failed To Pass -- ESTABLISHMENT OF MINIMUM AFFORDABLE HOUSING UNIT PERCENTAGE LEVELS FOR PROJECTS UTILIZING TAX INCREMENT FINANCING.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, October 2, 1995.

To the President and Members of the City Council:

Your Joint Committee on Finance and Housing and Real Estate, having had under consideration an ordinance calling for a fixed minimum of tax increment financing projects to be reserved for affordable housing, 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) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) AMBROSIO MEDRANO,
Committee on Housing and Real Estate,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, Tax Increment Financing (T.I.F.) creates a source of funds for development of a specific area; and

WHEREAS, T.I.F. projects are supported by City resources; and

WHEREAS, Activities promoted by T.I.F. funding sometimes result in displacement of lower-income residents; and

WHEREAS, Many T.I.F. projects include housing as part of a larger development; now, therefore,

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

SECTION 1. That a minimum of twenty percent (20%) of housing units created by T.I.F. generated funds in an area-wide T.I.F. must be affordable.

SECTION 2. That a minimum of twenty percent (20%) of housing units created in a project-based T.I.F. must be affordable.

SECTION 3. That this affordable housing be affordable to families at or below sixty-five percent (65%) of the Median Family Income for the City of Chicago, including for people below fifty percent (50%) of the Median Income.

SECTION 4. That this affordable housing be created at the same ratio in each phase of the development.

SECTION 5. The affordable housing units created must reflect the diversity of the community, including housing ownership and rental properties; and a range in unit sizes from S.R.O. to four-bedroom units.

SECTION 6. This ordinance shall be in full force and effect after its passage.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Dixon, Shaw, Olivo, Burke, Jones, Rugai, Evans, Zalewski, Mell, Allen, Laurino, Doherty, Natarus and Levar. 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. HARRY KATZ.

WHEREAS, Chicago business leader and philanthropist Harry Katz departed this life on September 11, 1995, at the age of seventy-one; and

WHEREAS, Mr. Katz was chief executive officer of the Stock Yards Parking Co., Inc., which supplies meats to restaurants and hotels. He was affiliated with the company for almost fifty years; and

WHEREAS, During his career with Stock Yards Packing Co., Mr. Katz enabled the company to expand its supply business within the Chicago market and also into other cities; and

WHEREAS, Mr. Katz served with distinction in the Army Air Force during World War II; and

WHEREAS, Mr. Katz devoted time and energy to the welfare of his fellow veterans, and was a prominent supporter of the annual Purple Heart Cruise; and

WHEREAS, In his youth Mr. Katz was a prominent local athlete and was active in all sports, and he always maintained an interest in athletics and its beneficial effect on young people; and

WHEREAS, Mr. Katz expressed this interest by his strong support for Camp Henry Horner; and

WHEREAS, Mr. Katz was also a former member of the Young Men's Jewish Council and was active in many local charities; and

WHEREAS, Mr. Katz is survived by his wife, Tivoli; his daughters, Myrna Greenberg and Lindy Cummings; his brother, Stanley, and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of October, 1995, do hereby honor the memory of Harry Katz, and his many contributions to the vitality of the City of Chicago; and

Be It Further Resolved, That we share the sorrow of Mr. Katz's family and extend our heartfelt condolences on their loss; and

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

OCTOBER 7, 1995 DESIGNATED "CHICAGO CHILDREN'S MUSEUM DAY IN CHICAGO".

WHEREAS, Chicago Children's Museum will open the doors of its permanent home at Navy Pier on October 7, 1995; and

WHEREAS, Chicago Children's Museum is a cornerstone of Navy Pier, whose re-birth and renovation has made it Chicago's premier lakefront attraction; and

WHEREAS, Chicago Children's Museum is the only cultural institution in the city dedicated exclusively to the intellectual, creative and healthy development of children; and

WHEREAS, Chicago Children's Museum supports parents, education and caregivers in their important roles in the lives of our children; and

WHEREAS, Since Chicago Children's Museum was established in 1982, more than two million children, their families and their schools have enjoyed its exhibitions and programs; and

WHEREAS, The mission of Chicago Children's Museum is to activate the intellectual and creative potential of children by being a catalyst for the process of learning; now, therefore,

Be It Resolved by the Mayor and City Council of the City of Chicago, That October 7, 1995, shall be known as "Chicago Children's Museum Day In Chicago" and all Chicagoans are urged to show their support.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MS. JANNIE REYNOLDS GRIFFIN.

WHEREAS, God in his infinite wisdom has called to her eternal reward Jannie Reynolds Griffin, beloved matriarch and friend, September 15, 1995; and

WHEREAS, A deeply religious and caring person, Jannie Reynolds Griffin spent much time and energy helping others and enjoyed a long and productive life. Her blessed union with Irie John Griffin, who preceded her in death, yielded eight children; and

WHEREAS, Jannie Reynolds Griffin was loved and respected by all who knew her and, in return, opened her home and her heart to all. She leaves to cherish her memory three sons, Irie Lee Griffin of Chicago, Billie M. and Tommy L. Griffin, both of Wren, Mississippi; four daughters, Carrie M. Word, of Wren, Ruth H. Adams of Plantersville, Mississippi, Lillian F. Brown and Giorigiann Braylock, both of Wren; one uncle, Tommy L. Reynolds of Gary, Indiana; two brothers, Jessie Parks of Wren, and Charlie Parks of Amory, Mississippi; one sister, Annie Bell Green, of Okolona, Mississippi; twenty-six grandchildren; twenty-three great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the passing of Jannie Reynolds Griffin, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jannie Reynolds Griffin.

TRIBUTE TO LATE MS. ANNICE MARIE POWE.

WHEREAS, God in his infinite wisdom has called to her eternal reward little Annice Marie Powe, a much loved eighth grade student at Woodland Middle School, just two months short of her fourteenth birthday; and

WHEREAS, Born November 12, 1981, Annice Marie Powe had a relatively brief time with us, but in the time allotted her she made friends easily with a warm and generous spirit, and brought joy to all who knew her; and

WHEREAS, Annice Marie Powe passed away September 13, 1995, and leaves to cherish her memory her mother and stepfather, Tynetta and Derrell Smith; her father and stepmother, Jerry and Tracy Powe; one sister, Brandie Smith; one stepsister, Alicia Smith; one stepbrother, Brandon Smith; three grandmothers, Annie Powe, Sadie Williams and Jennie Smith; two grandfathers, Harry Smith, Sr. and Charles Smith, two-great-grandmothers, numerous aunts, uncles, cousins, many great aunts, great uncles, other relatives and loving friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the passing of Annice Marie Powe at the tender age of thirteen and we extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Annice Marie Powe.

TRIBUTE TO LATE MRS. VIOLA YOUNG.

WHEREAS, Almighty God in his infinite wisdom has called Mrs. Viola Young to her eternal reward on August 24, 1995; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Lorraine L. Dixon; and

WHEREAS, Being a deeply religious person, Viola Young accepted Christ at an early age. She was an active member of the Progressive Baptist Church, First Church of Deliverance and for the past two decades a dedicated member of Mount Pleasant Missionary Baptist Church; and

WHEREAS, Mrs. Young's first union in holy matrimony was to Otis Tutwiler, Sr. and from this union two children were born, Dorothy and Otis Tutwiler, Jr. who preceded her in death. She later married the late Richard Martin for thirty-five years of wedded bliss and in her senior years she married the late George Young; and

WHEREAS, With her kind and generous heart, Mrs. Viola Young had an indelible impact on all her family and friends. She will be deeply missed by all who knew and loved her. She leaves to cherish her precious memories, eight grandchildren, Victoria McKinney, Richard Tutwiler, Floyd Foster, Otis Tutwiler, Viola Tutwiler, Ralph Tutwiler, Chiquita Mahon and Ronald Tutwiler; one sister, Louise Jackson; one brother, Hopkins Waters; twenty-four great-grandchildren; seventeen great-great-grandchildren; five foster children, Edward Jenkins, Marvin Robertson, Robert Morris, Harvey Morris and Andranee Richards; a special friend, Bobby Binion and a host of relatives, nieces, nephews, great-nieces and great-nephews, cousins and a multitude of loving friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the passing of Mrs. Viola Young and extend our most sincere condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the family of Mrs. Viola Young.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. JOHN C. ANDERSON.

WHEREAS, John C. "Jucky" Anderson passed away on Sunday, September 23, 1995, at the age of sixty-five; and

WHEREAS, John C. "Jucky" Anderson, devoted father of Sandra (Patrick) Ryan and Bonnie; and

WHEREAS, John C. "Jucky" Anderson, dear grandfather of three; and

WHEREAS, John C. "Jucky" Anderson, loving brother of Robert, Marian Lullo and Raymond; and

WHEREAS, John C. "Jucky" Anderson, cherished son of the late Frances and John; and

WHEREAS, A treasured friend of many and a good neighbor to all, John C. "Jucky" Anderson will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this second day of October, 1995, do hereby extend to family of the late John C. "Jucky" Anderson our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of John C. "Jucky" Anderson.

TRIBUTE TO LATE MR. NICHOLAS J. CALASCIBETTA.

WHEREAS, Nicholas J. Calascibetta passed away on Tuesday, September 12, 1995, at the age of eighty-two; and

WHEREAS, Nicholas J. Calascibetta, beloved husband of the late Josephine (nee Kareivo); and

WHEREAS, Nicholas J. Calascibetta dear father of Nicholas A. (Linda) and Kathryn; and

WHEREAS, Nicholas J. Calascibetta, dear grandfather of Sherri, Deanna and Jason; and

WHEREAS, Nicholas J. Calascibetta, fond brother of Ben (Rose), Ann (Mario) Gurgone, and the late Anthony, Genevieve (the late Victor) Celebrate and Joseph; and

WHEREAS, A cherished friend of many and good neighbor to all, Nicholas J. Calascibetta will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, do hereby extend to the family of the late Nicholas J. Calascibetta our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Nicholas J. Calascibetta.

TRIBUTE TO LATE MR. RUSSELL C. CARLSON.

WHEREAS, Russell C. Carlson passed away on Wednesday, September 20, 1995, at the age of seventy-five; and

WHEREAS, Russell C. Carlson, beloved husband of Marie J. (nee Fitzmaurice); and

WHEREAS, Russell C. Carlson, loving father of Dan (Ginny), Jack (Marilyn), Paul (Rita) and Russ Carlson; and

WHEREAS, Russell C. Carlson, fond grandfather of Jim, Brian, Suzanne, Dan, Marita, Mark, Matt and Andy Carlson; and

WHEREAS, Russell C. Carlson, dear nephew of Ann Berg; and

WHEREAS, Russell C. Carlson, fond uncle and cousin of many; and

WHEREAS, Russell C. Carlson, PACE bus driver for fifteen years, formerly with Wanzer Dairy for twenty-nine years; and

WHEREAS, A cherished friend of many and a good neighbor to all, Russell C. Carlson will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Russell C. Carlson our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Russell C. Carlson.

TRIBUTE TO LATE MR. BRENDAN SEAN DILDINE.

WHEREAS, Brendan Sean Dildine passed away on Sunday, September 17, 1995, at the age of nineteen; and

WHEREAS, Brendan Sean Dildine, devoted son of Patricia Ford Cowan and James (Judy) Dildine; and

WHEREAS, Brendan Sean Dildine, loving brother of James P. Dildine and Gillian Cowan; and

WHEREAS, Brendan Sean Dildine, cherished grandson of Helen and Patrick Ford and Sophie Dildine; and

WHEREAS, Brendan Sean Dildine, fond nephew and cousin of many; and

WHEREAS, Brendan Sean Dildine fulfilled his life's ambition to embark on a college career, attending Richard J. Daley College shortly before passing away; and

WHEREAS, A cherished friend of many and a good neighbor to all, Brendan Sean Dildine will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Brendan Sean Dildine our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Brendan Sean Dildine.

TRIBUTE TO LATE MR. WILLIAM H. FRANKLIN.

WHEREAS, William H. Franklin passed away on Thursday, September 14, 1995, at the age eighty-six; and

WHEREAS, William H. Franklin, beloved husband of Mary; and

WHEREAS, William H. Franklin, dear father of Ann Elizabeth, Mary Jo, William Henry, Jr. and Robert Edward; and

WHEREAS, William H. Franklin, fond grandfather of three and great-grandfather of two; and

WHEREAS, William H. Franklin, former chairman and chief executive officer of Caterpillar, Inc., is widely credited with expanding the range of Caterpillar products; and

WHEREAS, William H. Franklin joined Caterpillar, Inc. in 1941, and over the next forty years rose steadily through the ranks, holding the positions of controller, vice president, director, executive vice president, president and chairman; and

WHEREAS, William H. Franklin served on the boards of the Federal Reserve Bank of Chicago, the Exxon Corp., the Toledo, Peoria and Western Railroad, the Overseas Development Council and the U.S. -- U.S.S.R. Trade and Economic Council; and

WHEREAS, William H. Franklin, member of the American Institute of Certified Public Accountants and the National Association of Accountants; and

WHEREAS, William H. Franklin, graduate of Princeton University, founding member of the Rockefeller University Council and recipient of an honorary degree from Bradley University; and

WHEREAS, A cherished friend of many and a good neighbor to all, William H. Franklin will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late William H. Franklin our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late William H. Franklin.

TRIBUTE TO LATE MR. STANLEY A. GORNIAK.

WHEREAS, Stanley A. Gorniak passed away on Sunday, September 17, 1995, at the age of seventy-nine; and

WHEREAS, Stanley A. Gorniak, beloved husband of Carmella (nee Lucente); and

WHEREAS, Stanley A. Gorniak, dear father of Joseph, Saverio "Sam" and Stanley Gorniak, Jr.; and

WHEREAS, Stanley A. Gorniak, fond grandfather of Lynn (Gary) Terille, Jill (Carmen) Ronzio, Lori Gorniak and Saverio "Sammy", Jr.; and

WHEREAS, Stanley A. Gorniak, dear great-grandfather of Aaron Terille; and

WHEREAS, Stanley A. Gorniak, fond brother of Edward (the late Marion), Mary and the late Joseph, Charlotte (the late Walter) Kulilowski; and

WHEREAS, Stanley A. Gorniak, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Stanley A. Gorniak will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Stanley A. Gorniak our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Stanley A. Gorniak.

TRIBUTE TO LATE MS. PING SUI LEE.

WHEREAS, Ping Sui Lee passed away on Saturday, September 23, 1995, at the age of seventy-seven; and

WHEREAS, Ping Sui Lee, beloved wife of the late Tong Lung Lee; and

WHEREAS, Ping Sui Lee, dearest mother of Gene (Theresa) Won Lee, Delilah (Robert) Chan, and Natalie (Gordon) Show; and

WHEREAS, Ping Sui Lee, loving grandmother of Nicole, Daron and Evan Lee, Cary Chan and Jacquelyn and Scott Show; and

WHEREAS, Ping Sui Lee, dear sister of King Tong Eng and King Him Eng; and

WHEREAS, A cherished friend of many and a good neighbor to all, Ping Sui Lee will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Ping Sui Lee our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Ping Sui Lee.

TRIBUTE TO LATE MR. WILLIAM J. MARINO.

WHEREAS, William J. "Bill" Marino passed away on Monday, September 11, 1995, at the age of seventy-eight; and

WHEREAS, William J. Marino, beloved husband of Mary A. (nee Russo); and

WHEREAS, William J. Marino, loving father of Charles (Mary) and William (Diane); and

WHEREAS, William J. Marino, beloved son of the late Charles and Catherine Marino; and

WHEREAS, William J. Marino, fond grandfather of eight and great-grandfather of four; and

WHEREAS, William J. Marino, dear brother of the late Sarah Marino, Matthew, Marion (Frank) Carrano, Josephine (Anthony) Santoro, Mary (Louis) Morande, Dominick (Lena), Frances (Ceasare) Pierri and Antoinette (Joseph) Sesilio; and

WHEREAS, William J. Marino, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, William J. Marino will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late William J. "Bill" Marino our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late William J. "Bill" Marino.

TRIBUTE TO LATE MRS. NORA C. NOLAN.

WHEREAS, Nora C. Nolan (nee Barrett) passed away on Tuesday, September 19, 1995, at the age of seventy-eight; and

WHEREAS, Nora C. Nolan, beloved wife of Patrick; and

WHEREAS, Nora C. Nolan, loving mother of Marybeth (Reverend Gary) Curl, Michael (Patricia), Bridget (John) Mulvey, Patricia (Robert) Benson, Patrick (Elizabeth, C.P.D.), Gerrard (Kerri) and Kathleen; and

WHEREAS, Nora C. Nolan, devoted daughter of the late Bridget (nee O'Grady) and Michael Barrett; and

WHEREAS, Nora C. Nolan, dearest grandmother of Jeremy Nolan and twenty-three other equally loving grandchildren; and

WHEREAS, Nora C. Nolan, dear sister of the late Patrick, John (the late Helen), Mary (the late James) Fuller and Roseanne (the late James) Casey; and

WHEREAS, Nora C. Nolan, special aunt of Cindy (Roman) Maciejewski, Florence Craig and Julie (James) Carey and many more nieces and nephews; and

WHEREAS, Nora C. Nolan, fond daughter-in-law of Julia (the late Michael) Nolan; and

WHEREAS, Nora C. Nolan, Gold Star member of Saint Gabriel Women's Club and the Friendly Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Nora C. Nolan will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Nora C. Nolan our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Nora C. Nolan.

TRIBUTE TO LATE MR. ARTHUR D. O'NEILL.

WHEREAS, Arthur D. O'Neill passed away on Thursday, September 21, 1995, at the age of sixty-eight; and

WHEREAS, Arthur D. O'Neill, beloved husband of Dorothy (nee Burns); and

WHEREAS, Arthur D. O'Neill, loving father of Kathleen (Mark) Madden, Diane (Stephen) Costas, and William (Margaret) O'Neill; and

WHEREAS, Arthur D. O'Neill, dearest grandfather of Eric, Melanie, Brianne and Caitlin Madden, and John Neill Costas; and

WHEREAS, Arthur D. O'Neill, devoted son of the late Jane (nee Reitzma) and Arthur O'Neill, Sr.; and

WHEREAS, Arthur D. O'Neill, dear brother of Betty (Lewis) Kinne, Dorothy Burrows, Margaret (William) Matthiesen, Lillian (Richard) Forester and Paul (Marge) O'Neill; and

WHEREAS, Arthur D. O'Neill, fond uncle of many nieces and nephews; and

WHEREAS, Arthur D. O'Neill, lifelong member of the Englewood Outdoor Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Arthur D. O'Neill will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Arthur D. O'Neill our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Arthur D. O'Neill.

TRIBUTE TO LATE MR. VERNON SANDACZ.

WHEREAS, Vernon Sandacz passed away on Saturday, September 9, 1995, at the age of fifty-six; and

WHEREAS, Vernon Sandacz, fond brother of Bernard and Donald; and

WHEREAS, Vernon Sandacz, assistant director of the American Camping Association since 1985; and

WHEREAS, Vernon Sandacz, past executive director, Benton Community Settlement House; and

WHEREAS, Vernon Sandacz, volunteer youth worker for the Chicago Hearing Society; and

WHEREAS, Vernon Sandacz, community worker on gangs for the Chicago Commons Association, and group home supervisor at Lawrence Hall School for Boys; and

WHEREAS, Vernon Sandacz, operator of a camp in McHenry for Catholic Charities and founding member of the Elmwood Park Troubadours Drama Club, serving as director, producer and coach; and

WHEREAS, Vernon Sandacz, member, Chinese American Council; and

WHEREAS, Known affectionately as "Uncle Vern" to scores of young residents of the 11th Ward's Bridgeport community, Vernon Sandacz will be fondly remembered for his countless hours of selfless volunteer work and his sincere and abiding interest in the lives of young persons whom he so ably assisted and guided; and

WHEREAS, A cherished friend of many and a good neighbor to all, Vernon Sandacz will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family and friends of the late Vernon Sandacz our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That suitable copies of this resolution be made available to the family of the late Vernon Sandacz as well as the people of Benton Community Settlement House.

TRIBUTE TO LATE MR. THOMAS WONOGAS.

WHEREAS, Thomas Wonogas passed away on Monday, September 18, 1995, at the age of thirty-one; and

WHEREAS, Thomas Wonogas, beloved husband of Tina (nee Campbell); and

WHEREAS, Thomas Wonogas, dear father of Thomas, Nicole, Erica and Lisa; and

WHEREAS, Thomas Wonogas, loving son of Robert and Loretta (nee Hicks) Wonogas; and

WHEREAS, Thomas Wonogas, fond brother of David (Judy), Richard (Dawn), Michael and Holly (Jose) Gonzalez; and

WHEREAS, Thomas Wonogas, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Thomas Wonogas will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the family of the late Thomas Wonogas our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Thomas Wonogas.

GRATITUDE EXTENDED TO MRS. OLGA CALDERON FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Olga Calderon was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Lianys Carnacho, Noel Rocky Cruz, Christian Hernandez, David Holmes, Andres Martinez, Mike Osorio, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with Olga Calderon, are all members of

Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Olga Calderon our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Olga Calderon.

GRATITUDE EXTENDED TO MS. LIANYS CARNACHO FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Lianys Carnacho was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Christian Hernandez, Noel Rocky Cruz, David Holmes, Andres Martinez, Mike Osorio, Jason Sheperis, Antwonne Tolliver

and Elizabeth Soto, who along with Lianys Carnacho, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Lianys Carnacho our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Lianys Carnacho.

GRATITUDE EXTENDED TO MR. NOEL ROCKY CRUZ FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Noel Rocky Cruz was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Lianys Carnacho, Christian Hernandez, David Holmes, Andres Martinez, Mike Osorio, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with Noel Rocky Cruz, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Noel Rocky Cruz our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Noel Rocky Cruz.

GRATITUDE EXTENDED TO MR. CHRISTIAN HERNANDEZ FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Christian Hernandez was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago

River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Lianys Carnacho, Noel Rocky Cruz, David Holmes, Andres Martinez, Mike Osorio, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with Christian Hernandez, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Christian Hernandez our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Christian Hernandez.

GRATITUDE EXTENDED TO MR. DAVID HOLMES FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, David Holmes was one of ten young men and women from the

11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Noel Rocky Cruz, Lianys Carnacho, Christian Hernandez, Andres Martinez, Mike Osorio, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with David Holmes, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to David Holmes our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to David Holmes.

GRATITUDE EXTENDED TO MR. ANDRES MARTINEZ FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Andres Martinez was one of ten young men and women from

the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, David Holmes Noel Rocky Cruz, Lianys Carnacho, Christian Hernandez, Mike Osorio, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with Andres Martinez, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Andres Martinez our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Andres Martinez.

GRATITUDE EXTENDED TO MR. MIKE OSORIO FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Mike Osorio was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Andres Martinez, David Holmes, Noel Rocky Cruz, Lianys Carnacho, Christian Hernandes, Jason Sheperis, Antwonne Tolliver and Elizabeth Soto, who along with Mike Osorio, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Mike Osorio our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mike Osorio.

GRATITUDE EXTENDED TO MR. JASON SHEPERIS FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Jason Sheperis was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Mike Osorio, Andres Martinez, David Holmes, Noel Rocky Cruz, Lianys Carnacho, Christian Hernandes, Antwonne Tolliver and Elizabeth Soto, who along with Jason Sheperis, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Jason Sheperis our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Jason Sheperis.

GRATITUDE EXTENDED TO MS. ELIZABETH SOTO FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Elizabeth Soto was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Antwonne Tolliver, Jason Sheperis, Mike Osorio, Andres Martinez, David Holmes, Noel Rocky Cruz, Lianys Carnacho and Christian Hernandes, who along with Elizabeth Soto, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Elizabeth Soto our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Elizabeth Soto.

GRATITUDE EXTENDED TO MR. ANTWONNE TOLLIVER FOR CONTRIBUTIONS TO CHICAGO RIVER RESTORATION PROJECT.

WHEREAS, Antwonne Tolliver was one of ten young men and women from the 11th Ward's Bridgeport community who spent this past summer restoring the area along the South Branch Turning Basin of the Chicago River, also known as the Illinois & Michigan Canal -- Chicago Origins site; and

WHEREAS, The South Branch Turning Basin Restoration workers also included Olga Calderon, Jason Sheperis, Mike Osorio, Andres Martinez, David Holmes, Noel Rocky Cruz, Lianys Carnacho, Christian Hernandes and Elizabeth Soto, who along with Antwonne Tolliver, are all members of Chicago Youth Center's Fellowship House, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Improvements to the site by the ten workers include the removal of debris and underbrush, the building of new storm drainage and the development of terraces for new plantings to stabilize the banks along the water's edge; and

WHEREAS, The River Restoration Project of the South Branch Turning Basin of the Chicago River was sponsored in part by the Urban Resources Partnership grant to Fellowship House; and

WHEREAS, The South Branch Turning Basin of the Chicago River is a historically significant site, because it is the original canal which linked the Great Lakes to the Mississippi River, thus transforming mid-19th century Chicago from a trading post to a boom town; and

WHEREAS, The South Branch Turning Basin Restoration workers from Fellowship House are to be commended for undertaking such an important task towards preserving a site which has historical significance for not only the Bridgeport community, but for the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to Antwonne Tolliver our sincere thanks for working this summer to restore the South Branch Turning Basin of the Chicago River; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Antwonne Tolliver.

CONGRATULATIONS EXTENDED TO SAINT BARBARA'S PARISH ON ITS EIGHTY-FIFTH ANNIVERSARY.

WHEREAS, Saint Barbara's Parish will this year observe the eighty-fifth anniversary of its founding; and

WHEREAS, The eighty-fifth anniversary celebration will be held on Saturday, October 21, 1995, and will consist of a special mass, to be followed by a dinner dance at the Mayfield; and

WHEREAS, The theme of Saint Barbara's eighty-fifth anniversary celebration is "The Family Tree -- Returning to Our Roots"; and

WHEREAS, Saint Barbara's Parish was founded in 1910 by the Reverend Stanislaus Nawrocki in response to the expanding population of Polish Catholic immigrants in Chicago's Bridgeport community; and

WHEREAS, Saint Barbara's Church was dedicated on July 5, 1914, having been built at a cost of $175,000 with no mortgage, which is an astounding testimony to the sacrifice and devotion of its parishioners; and

WHEREAS, Saint Barbara's Parish family grew and flourished throughout the Roaring Twenties, the Depression and World Ward II, with the construction of its grammar school, convent, rectory and social center; and

WHEREAS, Saint Barbara's Parish continued to grow following World War II, as it marked its golden and diamond jubilees, and survived the consolidation of Chicago parishes in the late 1980's; and

WHEREAS, Under the spiritual leadership of its eighth pastor, the Reverend Michael Yakaitis, Saint Barbara's Parish will continue to grow in love and faith, as it serves as an enduring example of the dedicated faith and devotion of Catholic Chicagoans determined to preserve the traditions and history of neighborhood parish life; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of October in 1995, do hereby extend to the Reverend Michael Yakaitis and the parishioners of the Saint Barbara's our heartiest congratulations upon the eighty-fifth anniversary of the founding of their parish, and offer to them our best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the parishioners of Saint Barbara's.

Presented By

ALDERMAN OLIVO (13th Ward):

CONGRATULATIONS EXTENDED TO IRENE AND JOSEPH FIGURA ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Irene and Joseph Figura will celebrate their golden wedding anniversary on October 27, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Irene and Joseph Figura exchanged their wedding vows on October 27, 1945 in Chicago; and

WHEREAS, Irene and Joseph Figura are the loving parents of their children, Robert, Richard, Ronald, Raymond, Randy and Barbara, and the proud grandparents of Issiah, Allyson, Christopher, Shawn, Brett and Michael; and

WHEREAS, Irene and Joseph Figura have spent the last fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby extend our heartiest congratulations to Irene and Joseph Figura on the very happy occasion of their fiftieth wedding anniversary, and join with their family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Irene and Joseph Figura.

GRATITUDE EXTENDED TO CHICAGO ALTERNATIVE POLICING STRATEGY (C.A.P.S.) BEAT REPRESENTATIVES FOR THEIR DEDICATED SERVICE TO CITIZENS OF THIRTEENTH WARD.

WHEREAS, The C.A.P.S. Program for alternative policing in the community is a viable part of the 13th Ward; and

WHEREAS, Through this program, the Chicago Police Department, in conjunction with the citizens of the 13th Ward, help identify problems within the community; and

WHEREAS, On September 9, 1995, the C.A.P.S. Program, Beats 833 and 813, did provide a picnic held at West Lawn Park, to allow the community of Beats 813 and 833 a chance to meet in a social atmosphere, their beat representatives; and

WHEREAS, Yvonne DeLia, Mary Bickman, Virginia Drozd, Grant McGrane, Maureen Kennedy, James Blang and Marg Burke, all Chicago police officers of the 8th District, through their hard work and dedication, did indeed organize and provide the opportunity to hold this event; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby congratulate Yvonne DeLia, Mary Bickman, Virginia Drozd, Grant McGrane, Maureen Kennedy, James Blang, Marg Burke, and Beats 813 and 833 of the C.A.P.S. Program on their dedicated service, and do hereby wish Beats 813 and 833 of the C.A.P.S. Program much success in the years to come; and

Be It Further Resolved, That suitable copies of this resolution be presented to Yvonne DeLia, Mary Bickman, Virginia Drozd, Grant McGrane, Maureen Kennedy, James Blang and Marg Burke.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. EUGENIA A. BALTAS.

WHEREAS, Eugenia A. Baltas has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As a native of Tripolis, Greece, Eugenia A. Baltas was a civic activist in the Chicago Greek community; and

WHEREAS, A former furrier for Marshall Field's in Chicago, Eugenia A. Baltas helped found the Philoptohos Society of Chicagoland and the Greek Orthodox Youth Association; and

WHEREAS, Eugenia A. Baltas served as a board member at Saint Basil Greek Orthodox Cathedral, a member at large of the Pan Arcadian Federation, the Pan Messinian Federation and the International Furriers Federation; and

WHEREAS, To her devoted and beloved daughters, Maria Doudalis and Angela Baltas; her son, Constantine; her sister, Kathryn Lanos; her granddaughter and four great-grandchildren, Eugenia A. Baltas imparts a legacy of integrity, enterprise and deep faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Eugenia A. Baltas and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eugenia A. Baltas.

TRIBUTE TO LATE MRS. PATRICIA J. CAREY.

WHEREAS, Patricia J. Carey has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong resident of the City of Chicago, Patricia J. Carey grew up in the 85th and Stony Island area and later raised her family in the Beverly neighborhood; and

WHEREAS, As a longtime parishioner of Christ the King Catholic Church, Patricia J. Carey was a devoted and faithful member of the Altar Guild, as well as an effective member of its volunteer corps; and

WHEREAS, As the loving wife of the late Frank T. Carey, a longtime and well respected member of the Chicago Police Department and former president of the Chicago Patrolmen's Association, Patricia J. Carey was a woman of high dignity, expansive integrity and deep love; and

WHEREAS, As the strong and loving mother of five sons, Frank, Jr., John ("Skip"), Patrick (C.P.D.), Michael and Timothy, and grandmother of nineteen grandchildren, Patricia J. Carey was an example of service, faith and compassion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Patricia J. Carey for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patricia J. Carey.

TRIBUTE TO LATE MR. ARTHUR L. CONRAD.

WHEREAS, Arthur L. Conrad has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a resident of Hinsdale, Illinois and a member of the parish of Saint Issac Jogues Catholic Church, Arthur L. Conrad was a man of civic service and religious faith and a graduate of the University of Notre Dame, class of 1935; and

WHEREAS, For many years, Arthur L. Conrad was the director of the Traffic and Education Division of the Cook County Circuit Court; and

WHEREAS, While serving in the United States Navy during World War II, Arthur L. Conrad served as President Franklin Delano Roosevelt's personal courier at the Yalta Conference; and

WHEREAS, A man of enterprise and deep generosity, Arthur L. Conrad demonstrated the highest personal integrity and dignity, serving on the boards of Saint Mary's College, the Catholic Church Extension Society, the Naval Order of the United States, the Public Relations Society of the United States, and the Chicago Heart Association; and

WHEREAS, An abiding friend and compassionate companion, Arthur L. Conrad expressed a gentleman's demeanor and a valiant man's kindness to all and served as a past president of the Notre Dame Club of Chicago and the Saint Thomas Academy Alumni Association; and

WHEREAS, To his devoted wife of fifty-six years, Virginia, his children, Carolann Rafferty, Lynn Hollett, Jane Jagodzinski, Charles, Mark and Robert Banci and his twelve grandchildren, Arthur L. Conrad imparts a legacy of generosity, service and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Arthur L. Conrad on his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Arthur L. Conrad.

TRIBUTE TO LATE MR. TONY CUCCINELLO.

WHEREAS, Tony Cuccinello has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Tony Cuccinello coached third base for the 1959 Chicago White Sox, Chicago's last pennant winning baseball team, during the managerial era of Al Lopez; and

WHEREAS, Having played with five major league clubs, Tony Cuccinello finished up his playing career with the Chicago White Sox in 1945 when he lost the American League batting championship by .00008 points to Snuffy Stirnweiss of the New York Yankees in the closest duel in baseball history, with Stirnweiss batting .30854 and Mr. Cuccinello .30846; and

WHEREAS, Armed with a great sense of humor, Tony Cuccinello was a better second baseman and a better hitter than anyone gave him credit for; and

WHEREAS, Retiring with a .280 batting average and hitting over .300 a total of five times, Tony Cuccinello broke into the major leagues with the Cincinnati Reds in 1930; and

WHEREAS, At the first All-Star Game, played in Comiskey Park in 1933, Tony Cuccinello played, pinch-hitting in the game; and

WHEREAS, To his beloved wife, Clara; his sons, Anthony and Alan; his daughter, Darlene, his two brothers and three grandchildren, Tony Cuccinello imparts a legacy of gentlemanly sportsmanship, wide integrity and loving commitment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Tony Cuccinello and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Tony Cuccinello.

TRIBUTE TO LATE MRS. SYLVIA DOBRICH.

WHEREAS, Sylvia Dobrich has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Sylvia Dobrich was the devoted wife of retired Assistant Deputy Superintendent of the Chicago Police Carl Dobrich; and

WHEREAS, Sylvia Dobrich was the loving mother of Carl Dobrich of the Illinois State Police and Michael Dobrich; and

WHEREAS, Sylvia Dobrich was the beloved grandmother of Rachel and Rebecca Dobrich; and

WHEREAS, Sylvia Dobrich was the loving sister of Bess Paskvan, Rose Cuzella, Martin Cuzella, Carmella Majcher and Samuel Cuzella and sister-in-law of Gloria Stibich, Catherine "Jeannie" Bloom and Elaine Graan; and

WHEREAS, Sylvia Dobrich was a woman of high integrity, wide loyalty and caring faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Sylvia Dobrich and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sylvia Dobrich.

TRIBUTE TO LATE MR. MORRIS W. ELLIS.

WHEREAS, Morris W. Ellis has been called to eternal life at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Uptown community, Morris W. Ellis founded a law firm, in 1951, with his late twin brother, Arthur Ellis, a former Cook County Circuit Court associate judge; and

WHEREAS, Morris W. Ellis spent his legal career arguing cases before the state and federal courts; and

WHEREAS, By his deep humility and abiding sense of personal integrity, Morris W. Ellis earned a distinguished reputation in the practice of law; and

WHEREAS, Possessed with a wide capacity of generosity, Morris W. Ellis always tried to do good by his clients, often not charging those who were incapable of payment; and

WHEREAS, A veteran of World War II, Morris W. Ellis served in Europe as a member of the Army Signal Corps and belonged to the Jewish War Veterans; and

WHEREAS, Morris W. Ellis was a member of the board of two synagogues, Loop and Agudath; and

WHEREAS, Before going off to World War II, Morris W. Ellis was a Golden Gloves boxing champion; and

WHEREAS, To his sisters, Phyllis Rosenfield and Dorothy Kasden, and his brothers, Harry and Abraham, Morris W. Ellis imparts a legacy of integrity, dignity, enterprise and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Morris W. Ellis and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Morris W. Ellis.

TRIBUTE TO LATE REVEREND JOHN IRELAND GALLERY.

WHEREAS, The Reverend John Ireland Gallery has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For more than sixty-nine years, the Reverend John Ireland Gallery was a priest of the Archdiocese of Chicago, serving with particular distinction as pastor of Saint Cecilia and Saint Christina Parishes; and

WHEREAS, During World War II, the Reverend John Ireland Gallery, then pastor of Saint Mary's Parish, Manhattan, Illinois, was the only pastor of the Archdiocese of Chicago permitted to serve in the United States Armed Forces; and

WHEREAS, As a chaplain in the United States Navy, the Reverend John Ireland Gallery joined his three brothers who served as officers in the United States Navy; and

WHEREAS, As a descendant of one of Chicago's early Irish families of wide urban influence, and grandson of the noted Chicago financier, William Onahan, who helped to organize the World's Columbian Exposition of 1893, the Reverend John Ireland Gallery exercised his own unique style of urban leadership in the City of Chicago; and

WHEREAS, The Reverend John Ireland Gallery symbolized the spirit and character of the Chicago Catholic community with a lifetime of service to both City and Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby extend our sincere condolences to the Gallery family and the Archdiocese of Chicago at the death of the Reverend John Ireland; and

Be It Further Resolved, That a suitable copy of this resolution be sent to the family of Reverend John Ireland Gallery.

TRIBUTE TO LATE MR. HENRY HANSON.

WHEREAS, Henry Hanson has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, During his more than forty year career in Chicago journalism, Henry Hanson was a Pulitzer Prize winning reporter for the *Chicago Daily News*, as well as a popular columnist for *Chicago* magazine; and

WHEREAS, Serving as a *Daily News* Springfield correspondent and bureau chief, Henry Hanson covered the terms of three Illinois governors; and

WHEREAS, Known as one of journalism's most delightful and most talented characters, Henry Hanson demonstrated a lively and demonstrative face to Chicago reporting; and

WHEREAS, Possessing an extraordinarily magical, whimsical sense of humor, Henry Hanson had a graceful writing style, but was also a quick, insightful reporter who could knock out marvelously crafted stories; and

WHEREAS, Henry Hanson was a gentle, playful man, always located under a well-worn cap, knowing everyone, walking the streets of Chicago, attending public events, swarmed by friendly handshakers, with a wide Chicago welcome for all; and

WHEREAS, To his brother Willard and his wide Chicago area readership, Henry Hanson imparts a legacy of wit and wisdom, edged with pride in Chicago and trust in her future, coupled with personal integrity, dignity and enterprise; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Henry Hanson for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Henry Hanson.

TRIBUTE TO LATE MR. WILLIAM L. HOULIHAN.

WHEREAS, William L. Houlihan has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William L. Houlihan was president of Radio Materials Company, located on Chicago's northwest side; and

WHEREAS, As a former member of the Union Ridge neighborhood and the Beverly neighborhood, William L. Houlihan was a Chicagoan of wide spirit and deep loyalties; and

WHEREAS, With a strong ability for successful enterprise, William L. Houlihan was a source of endless enthusiasm and broad public generosity; and

WHEREAS, To his devoted sons, Paul, Dan, Bill, John and Brian, his daughter, Mary Catherine McCloskey, his thirteen grandchildren, two great-granddaughters, and his longtime companion, Lois Ross, William L. Houlihan imparts a legacy of wide integrity, charity and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate William L. Houlihan for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William L. Houlihan.

TRIBUTE TO LATE MR. HARRY KATZ.

WHEREAS, Harry Katz has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As chief executive officer of Stock Yards Packing Company, Inc., Harry Katz was with the firm for almost fifty years, helping to acquire an international clientele for this Chicago-based purveyor of fine meats, a company founded in 1893 by family members; and

WHEREAS, Harry Katz was a moving force behind Stock Yards Packing Company, Inc.'s success and growth with his gifted talent for sales; and

WHEREAS, As a person of wide generosity, Harry Katz was involved in many charitable and philanthropic organizations in the Chicago area, including Camp Henry Horner and Irv Kupcinet's Purple Heart Cruise; and

WHEREAS, Through a life built on sturdy and generous friendship, Harry Katz was a true friend to many Chicagoans and his kindness and willingness to listen and empathize made him a cherished personality; and

WHEREAS, As a lifelong Chicagoan, a Senn High School graduate and a veteran of World War II, Harry Katz was an indelible part of the Chicago landscape; and

WHEREAS, To his beloved wife, Tivoli; his daughters, Myrna Greenberg and Lindy Kummings; his brother, Stanley, and four grandchildren, Harry Katz imparts a legacy of service, dignity and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Harry Katz for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Harry Katz.

TRIBUTE TO LATE MR. ALBERT N. LOGAN.

WHEREAS, Albert N. Logan has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Albert N. Logan served as a member of Mayor Daley's "reform" Board of Education from 1990 to 1993; and

WHEREAS, In 1991, Albert N. Logan retired as manager of employee relations at People Energy Corporation; and

WHEREAS, For the past four years, Albert N. Logan was a consultant on community relations for Midwest Bank and adjunct professor in the business department of Chicago State University; and

WHEREAS, From 1982 to 1988, Albert N. Logan was a trustee of the University of Illinois; and

WHEREAS, During the 1950s to the 1970s, Albert N. Logan taught in the Chicago public schools and was a history instructor for City Colleges and Roosevelt University; and

WHEREAS, A graduate of Du Sable High School, Albert N. Logan became a captain with the United States Army's 795th Tank Destroyer Battalion, serving with distinction during the World War II; and

WHEREAS, Having earned degrees in music and history from Roosevelt University, Albert N. Logan also received a master's degree in history; and

WHEREAS, To his beloved wife, Charlotte; his two daughters, Lynne Weaver and Leslie Beard; his son, Howard; his sister, Helen Watson, and his eight grandchildren, Albert N. Logan imparts a legacy of integrity, dignity, enterprise and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Albert N. Logan and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert N. Logan.

TRIBUTE TO LATE MR. JOSEPH M. MASTRUZZO.

WHEREAS, Joseph M. Mastruzzo has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joseph M. Mastruzzo joined the *Herald-American* newspaper as a copy courier while still in his teens; and

WHEREAS, Transferring to the photography department of the *Herald-American*, Joseph M. Mastruzzo was later named assistant chief photographer; and

WHEREAS, Joseph M. Mastruzzo went on to serve as chief photographer for the *Chicago Today* newspaper, in a career that spanned nearly four decades on Chicago newspapers; and

WHEREAS, Throughout his professional photographic career, Joseph M. Mastruzzo was known for his getting close to the action when on assignment; and

WHEREAS, Among his many awards, Joseph M. Mastruzzo received a 1953 Chicago Press Photographers Association top prize for a fire rescue picture and in 1959 was elected president of the association; and

WHEREAS, For the past nineteen years, Joseph M. Mastruzzo had worked with the Cook County Sheriff's office, most recently serving in charge of the 4th District Detention Center in Maywood; and

WHEREAS, To his beloved wife, Lucille, his sons, Jack and Joseph and his two grandsons, Joseph M. Mastruzzo imparts a legacy of service, integrity and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995 do hereby commemorate the grace-filled life of Joseph M. Mastruzzo and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph M. Mastruzzo.

TRIBUTE TO LATE MRS. DORIS S. MINOW.

WHEREAS, Doris S. Minow has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime civic leader in both Milwaukee and Palm Springs, Doris S. Minow continued throughout her life to stay active in causes close to her heart; and

WHEREAS, Coming to the United States in 1910 from her native Ukraine, Doris S. Minow was tutored, while a Camp Fire girl in Milwaukee, by future Israel prime minister Golda Meir; and

WHEREAS, After graduation from Milwaukee's North Division High School, Doris S. Minow joined a wholesale cigar and tobacco business owned by her brothers as the bookkeeper; and

WHEREAS, Later, in her family's business, Poly Prim, one of the largest laundry and dry cleaning businesses in Wisconsin, Doris S. Minow also worked as bookkeeper; and

WHEREAS, During World War II, Doris S. Minow served with the Red Cross in Wisconsin and later played a role in establishing the Milwaukee Jewish Home and Care Center; and

WHEREAS, During the 1970s, the Palm Springs chapter of the United Jewish Appeal named Doris S. Minow its Woman of the Year and later was the recipient of a special award from the Desert Mental Health Association for her work as a volunteer worker with the Crisis Hot Line; and

WHEREAS, In 1921, the then Doris Stein married Chicagoan Jay A. Minow and began raising a family; and

WHEREAS, To her beloved family, sons, Burton and Newton, former chairman of the Federal Communications Commission and chairman of the trustees of WTTW-Channel 11, daughter, Elaine, her five grandchildren, and six great-grandchildren, Doris S. Minow imparts a legacy of integrity, enterprise and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995 do hereby commemorate the grace-filled life of Doris S. Minow and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Doris S. Minow.

TRIBUTE TO LATE JUDGE THOMAS J. MORAN.

WHEREAS, Thomas J. Moran has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Thomas J. Moran served as chief justice of the Illinois Supreme Court from 1988 to 1990 and served on the state supreme court from 1976 to 1992; and

WHEREAS, Thomas J. Moran also served as justice of the appellate court; and

WHEREAS, Thomas J. Moran also served as a judge of the circuit court; and

WHEREAS, Thomas J. Moran also served as judge of the probate court; and

WHEREAS, Thomas J. Moran served as state's attorney for Lake County; and

WHEREAS, Thomas J. Moran was past president of the American Bar Association's Judicial Administration Division Committee on Technology and the Courts; and

WHEREAS, Thomas J. Moran was a past instructor for New York University Law School seminars conducted for state supreme court justices and federal appellate court judges; and

WHEREAS, To his beloved wife, Mary Jane; his daughters, Avis Lennarson, Kathleen Litz and Jane Smythe; his son, Thomas (Tim), his seventeen grandchildren, and two great-grandchildren, Thomas J. Moran imparts a legacy of wide integrity, wise counsel and lasting faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995 do hereby commemorate Thomas J. Moran for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Moran.

TRIBUTE TO LATE MR. JOHN P. MULVIHILL.

WHEREAS, John Patrick Mulvihill has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For more than sixty years, John Patrick Mulvihill was a member of the law firm of Mulvihill and Daniels; and

WHEREAS, From 1953 to 1961, John Patrick Mulvihill served as assistant Illinois attorney general; and

WHEREAS, John Patrick Mulvihill helped to develop the Illinois Toll Highway system through his work with the Illinois Toll Highway Commission; and

WHEREAS, As a native of Memphis, Tennessee, John Patrick Mulvihill moved to Chicago at the age of twelve, later graduating from DePaul University Law School, being admitted to the bar in 1935; and

WHEREAS, A man of distinctive Southern graciousness, John Patrick Mulvihill exercised a pronounced preference for cordial demeanor and peaceful professional enterprise; and

WHEREAS, To his beloved wife, Olive; his daughter Mariagnes Messinger; his son, John, his seven grandchildren and two great-grandchildren, John Patrick Mulvihill imparts a legacy of integrity, service and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995 do hereby commemorate the grace-filled life of John Patrick Mulvihill and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Patrick Mulvihill.

TRIBUTE TO LATE CHICAGO POLICE OFFICER JAMES O'CONNOR.

WHEREAS, Chicago Police Officer James O'Connor has been called to eternal life by the wisdom of God at the age of twenty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James O'Connor was fatally shot as he apprehended two theft suspects on the city's north side; and

WHEREAS, As a graduate of Weber High School, Officer James O'Connor served with the United State Marines for four years before joining the Chicago Police Department thirteen months ago; and

WHEREAS, During his service with the Chicago Police Department, Officer James O'Connor was assigned to the Town Hall District; and

WHEREAS, In his thirteen month career with the Chicago Police Department, Officer James O'Connor demonstrated outstanding qualities of loyalty and service matched only by his dedication to duty, expressed in his valorous life and sacrifice; and

WHEREAS, To all of the citizens of Chicago, for whom he ultimately laid down his life, Officer James O'Connor is a model of integrity, dignity and bravery; and

WHEREAS, To his loving parents, Thomas and Louise O'Connor; his brothers, Thomas, Daniel and Tim; and his grandmother, Martha Rossdeutcher, Officer James O'Connor imparts a legacy of deep love, cherished pride and the outstanding affection of all the citizens of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Officer James O'Connor of the Chicago Police Department for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer James O'Connor.

TRIBUTE TO LATE MR. JOHN C. PORCELLI.

WHEREAS, John C. Porcelli has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Lincolnwood for thirty-seven years, John C. Porcelli served as village president from 1977 to 1985; and

WHEREAS, During his years in office, John C. Porcelli helped to make Lincolnwood a friendlier, safer and more convenient place in which to live; and

WHEREAS, As president of the village of Lincolnwood, John C. Porcelli believed that he should be more visible to the community's residents, providing them with a high excellence in public service; and

WHEREAS, Within thirty days of his election, John C. Porcelli established the village's first paramedic program, designed the village's snow removal program and carried out major fund-raising for the Lincolnwood Library; and

WHEREAS, Beginning in the plastics business as a part-time worker while in high school, following World War II, John C. Porcelli became a partner in a plastics development firm, inventing or enhancing several popular products, including a nozzle for aerosol spray cans; and

WHEREAS, John C. Porcelli eventually joined Valve Corporation of America and served on its board of directors, at one time serving as president of seven of V.C.A.'s companies and vice president of twenty-two of them; and

WHEREAS, Following his retirement, he established the consulting firm of John C. Porcelli & Associates; and

WHEREAS, To his wife, Bobbie; his daughters, Valerie Kula and Denise Nicholson; his grandchildren, Kate, Lisa and Jonathan; and his brother, Ralph; and his sisters, Natale and Anna, John C. Porcelli imparts a legacy of integrity, enterprise and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate John C. Porcelli for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John C. Porcelli.

TRIBUTE TO LATE MR. JOHN R. RADEK.

WHEREAS, John R. Radek has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The president of the family-owned Ready Metal Manufacturing Company until his retirement a few years ago, John R. Radek was an engineer and the holder of several patents; and

WHEREAS, John R. Radek founded his company in his parent's garage on South Knox Avenue, developing sales through his door to door approach, expanding the growth of Ready from a one-man operation to one employing five hundred people; and

WHEREAS, Working with the McDonald's Corporation, John R. Radek developed the first modern drive-in-window, founding Ready Access, a corporate subsidiary of Ready Metal; and

WHEREAS, Working with Sears and Roebuck, John R. Radek designed and patented product-display fixtures and accessories and was honored by Sears several times with its Symbol of Excellence Award for outstanding service; and

WHEREAS, Serving as a board member of the Standard Federal Bank, John R. Radek was also a member of the Saint Vincent DePaul Society and a member of the Archbishop Weber Council Knights of Columbus and the Fourth Degree Club; and

WHEREAS, To his devoted wife of fifty-five years, Rose; his daughters, Diana Cicora and Bernadette Arnott; his brother, Edward; his sister, Bernice Budris, and his ten grandchildren, John R. Radek imparts a legacy of integrity, enterprise and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate John R. Radek for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John R. Radek.

TRIBUTE TO LATE MR. ANDREW ROZDILSKY.

WHEREAS, Andrew Rozdilsky has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For thirty years, Andrew Rozdilsky cheered the crowds of Chicago White Sox fans at Comisky Park as the entertainer known as "Andy the Clown"; and

WHEREAS, Andrew Rozdilsky began entertaining as a clown at family reunions; and

WHEREAS, Beginning in 1960, Andrew Rozdilsky began appearing at Chicago White Sox games as "Andy the Clown" with an overwhelming response of support from fans; and

WHEREAS, In his thirty year tenure as "Andy the Clown", Andrew Rozdilsky only missed one White Sox home opener, in 1989, because of the death of his beloved wife, Helen; and

WHEREAS, During his career as "Andy the Clown", Andrew Rozdilsky outlasted fourteen Sox managers; and

WHEREAS, In his professional career, Andrew Rozdilsky worked as a clerk in the research division of International Harvester; and

WHEREAS, The support, loyalty and dignity demonstrated by Andrew Rozdilsky to the game of baseball and to the citizens of Chicago is a model for all; and

WHEREAS, To his children, Ruth Rozdilsky, Jane Szymczak and Andrew and his four grandchildren, Andrew Rozdilsky imparts a legacy of loving service, faith and wide humor; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Andrew Rozdilsky and do hereby extend our sincere sympathy to his family; and

Be *It Further Resolved,* That a suitable copy of this resolution be presented to the family of Andrew Rozdilsky.

TRIBUTE TO LATE MR. CHARLES J. SLEZAK.

WHEREAS, Charles J. "Charlie" Slezak has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a longtime Republican Committeeman in the township of Berwyn, Charles J. Slezak was a well-known Berwyn-Cicero area civic leader; and

WHEREAS, A former Cicero businessman, operating a True Value Hardware Store on 35th Street in Cicero for two decades, Charles J. Slezak worked for the Illinois Secretary of State in the driver services department; and

WHEREAS, In politics, Charles J. Slezak first ran for office in 1976, being the top vote getter for the Morton College Board of Trustees, later serving as campaign chairman for Judy Baar Topinka when she ran for state representative and her aid until 1981; and

WHEREAS, Armed with the intense desire to do good, help people to get on their feet and protect those who were helpless, Charles J. Slezak worked in innumerable social service projects, exhibiting a rare commodity of the heart; and

WHEREAS, During World War II, Charles J. Slezak served in the United States Navy and fought in the invasion of Saipan; and

WHEREAS, To his devoted wife, Millie; his daughters, Diane Havranek and Charlene Slezak; his brother Jerry; his sister, Emily Derfler; and his granddaughter, Charles J. Slezak imparts a legacy of integrity, service and enterprise; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Charles J. "Charlie" Slezak for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles J. Slezak.

TRIBUTE TO LATE MR. EDMUND J. SWAIN.

WHEREAS, Edmund J. Swain has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The integrity, faith and dignity expressed in the living of Edmund J. Swain is an example of unselfish giving for all the citizens of Chicago; and

WHEREAS, Edmund J. Swain was the recipient of a papal knighthood, being a knight commander of the Equestrian Order of the Holy Sepulchre of Jerusalem; and

WHEREAS, As past president of Saint Patrick Division Number 52 of the Ancient Order of Hibernians and the Irish Fellowship Club, Edmund J. Swain demonstrated pride in his noble Irish heritage; and

WHEREAS, As a lifelong Catholic, Edmund J. Swain was a member of Saint Denis Parish on Chicago's south side, serving as a eucharistic minister, lector, commentator and minister of compassion with deep and expressive faith; and

WHEREAS, In addition to serving as state deputy Illinois State Council of the Knights of Columbus, Edmund J. Swain was also a former master fourth degree of the Northern Illinois District; and

WHEREAS, Edmund J. Swain was a life member of the Bell Telephone Pioneers; and

WHEREAS, To his beloved family, sons, Edmund J., John J., Robert W., grandchildren and great grandchildren, Edmund Swain imparts a legacy of service, dignity and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled on this second day of October, 1995, do hereby commemorate the grace-filled life of Edmund J. Swain and do hereby extend our sincere condolences to the family of Edmund J. Swain; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edmund J. Swain.

TRIBUTE TO LATE MR. PAUL A. WOLFF.

WHEREAS, Paul A. Wolff has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Paul A. Wolff was elected to the Kane County Board in 1947 and served as chairman of the board in 1962 -- 1963; and

WHEREAS, Paul A. Wolff served as president of the Kane County Forest Preserve District for eight years; and

WHEREAS, Paul A. Wolff held the post of auditor for both the Illinois State Toll Highway Authority and the state superintendent of education's office; and

WHEREAS, Paul A. Wolff was once the owner-operator of Jen's Potato Chip Company; and

WHEREAS, Paul A. Wolff was a member of the Building Commission and a Republican precinct committeeman; and

WHEREAS, Paul A. Wolff imparts to his beloved wife of fifty-four years, Adella, his son, Lyle, his sister, and two grandchildren a legacy of integrity, generosity and enterprise; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate the grace-filled life of Paul A. Wolff and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul A. Wolff.

CONGRATULATIONS EXTENDED TO MR. JOHN BUCKLEY ON HIS INDUCTION INTO SAINT RITA HIGH SCHOOL HALL OF FAME.

WHEREAS, John Buckley is to be inducted into the Saint Rita High School Hall of Fame on October 15, 1995; and

WHEREAS, The Chicago City Council has been informed of the awarding of this high honor by Alderman Edward M. Burke; and

WHEREAS, Election to the Hall of Fame represents one of the greatest honors that the school can award to its graduates; and

WHEREAS, Saint Rita High School annually honors the greatest names from its rich and illustrious past and recognizes in John Buckley the character and integrity of worthy recognition; and

WHEREAS, While a student at Saint Rita High School, John Buckley was a three sport letterman, playing football, baseball and basketball, joining the varsity in his second year; and

WHEREAS, John Buckley, is active in the political life of the City of Chicago, serving as assistant chief-of-staff in the Committee on Finance; and

WHEREAS, Following an impressive career playing football at Saint Rita High School, John Buckley played football at Northwestern University, Evanston, Illinois, graduating from there in 1974; and

WHEREAS, John Buckley returned to Saint Rita High School as a football coach from 1974 to 1976; and

WHEREAS, With extravagant generosity, John Buckley has made his life's work the betterment of young people, who have been the recipients of his care, concern and support; and

WHEREAS, With his loving wife, Marlene, his sons, John and Michael, John Buckley is a model for both family and faith, celebrating each as members of Saint Mary Star of the Sea Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby congratulate John Buckley on his reception of this great honor and do hereby extend to him and his family our wishes for wide blessings in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Buckley.

CONGRATULATIONS EXTENDED TO FIRE FIGHTER RAY CABALLERO ON RECEIPT OF NATIONAL LATINO FIRE FIGHTER'S ASSOCIATION MEDAL OF VALOR.

WHEREAS, Fireman Ray Caballero, of proud Puerto Rican origins, is a seven year veteran of the Chicago Fire Department; and

WHEREAS, The Latino Fire Fighter's Association celebrated their eighth annual banquet on September 30, 1995; and

WHEREAS, Salvador Morales, president of the National Latino Fire Fighter's Association, was in attendance in order to present Chicago fire fighter Ray Caballero with the association's Medal of Valor; and

WHEREAS, Chicago fireman Ray Caballero was honored for his heroism in 1991, when he rescued an elderly neighbor trapped in her burning house; and

WHEREAS, By his selfless act of bravery, Chicago fireman Ray Caballero sustained third degree burns over thirty-five percent of his body and endured nine months of hospitalization before his return to full-time duties with the Chicago Fire Department; and

WHEREAS, Chicago fireman Ray Caballero was named "Fireman of the Year" in 1992; and

WHEREAS, The Carnegie Medal of Honor, given to those who risk their lives to save others, was awarded to Chicago fireman Ray Caballero; and

WHEREAS, With the awarding of the National Latino Fire Fighter's Association Medal of Valor to Chicago fireman Ray Caballero, he brings honor and dignity to the City of Chicago, as well as to the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby congratulate Chicago fireman Ray Caballero on receiving this distinct honor and extend our best wishes and pride; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago fireman Ray Caballero.

GRATITUDE EXTENDED TO MS. MARY GONZALEZ KOENIG FOR HER CONTRIBUTIONS AS DIRECTOR OF MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING.

WHEREAS, Mary Gonzalez Koenig is leaving as director of the Mayor's Office of Employment and Training after six years of distinguished service; and

WHEREAS, In her new position, Mary Gonzalez Koenig has been appointed by the Mayor to the City Colleges of Chicago, the City's largest public higher education system; and

WHEREAS, During her years of service in the Mayor's Office, Mary Gonzalez Koenig exercised a unique sense of refined, urban skills that enhanced the critical importance of her service to the City of Chicago; and

WHEREAS, With the difficulties facing programs of higher education due to the massive cuts in Congressional funding, Mary Gonzalez Koenig will exercise a critical leadership role in strengthening and sustaining the future of the City Colleges of Chicago; and

WHEREAS, Conscious of the unique skills and abundant talent of Mary Gonzalez Koenig, the City of Chicago can rely upon her to continue to serve it with excellence and high skill; and

WHEREAS, Mary Gonzalez Koenig has brought honor and enterprise to the government of the City of Chicago by her integrity, dignity and goodwill; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commend and congratulate Mary Gonzalez Koenig on her service to the Mayor's Office and do hereby extend to her heartfelt thanks and abundant blessings in her new position; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Gonzalez Koenig.

CONGRATULATIONS EXTENDED TO PETER AND SALLY POHOLIK ON THEIR THIRTIETH WEDDING ANNIVERSARY.

WHEREAS, Peter and Sally Poholik will celebrate thirty years of

marriage on October 13, 1995; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Edward M. Burke; and

WHEREAS, Peter and Sally Poholik were married on "Sweetest Day", October 16, 1965; and

WHEREAS, Through three decades of married life, Peter and Sally Poholik have generously shared the hope and love of their home as loving parents and sturdy friends; and

WHEREAS, The grade and integrity of strong family values and deep religious faith have made Peter and Sally Poholik models of married love; and

WHEREAS, Through their sacrifice and gentleness, Peter and Sally Poholik have engendered in the lives of their children, Robert (C.P.D.) and Kathleen, the strength and dignity of generous living; and

WHEREAS, Having shared a lifetime of friendship and companionship with countless people of goodness and festivity, Peter and Sally Poholik will join with their family and friends at Polonia Banquets, 4606 South Archer Avenue, Chicago, Illinois on Friday, October 13, 1995 to celebrate the richness of their married life; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby extend our heartfelt congratulations to Peter and Sally Poholik on the thirtieth anniversary of their marriage and do hereby wish them the continued blessings of God; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Peter and Sally Poholik.

RECOGNITION OF MR. JOHN W. RICHARDSON ON HIS DISTINGUISHED TENURE AS CHAIRMAN OF ORCHESTRAL ASSOCIATION AND OCTOBER 12, 1995 DECLARED "JOHN W. RICHARDSON DAY IN CHICAGO".

WHEREAS, John W. Richardson will be honored by the Orchestral

Association of the Chicago Symphony Orchestra; and

WHEREAS, The distinguished leadership of John W. Richardson, as chairman of the Orchestral Association, has brought excellence and enterprise to the endeavors of the Chicago Symphony Orchestra; and

WHEREAS, The extravagant generosity provided by John W. Richardson of his time, talent and treasure continues to enhance the character and texture of music in Chicago; and

WHEREAS, Through his leadership, John W. Richardson has honored all the citizens of the City of Chicago, by helping to provide and maintain a world class orchestra for our city; and

WHEREAS, The integrity, dignity and kindness with which John W. Richardson has always approached his work with the Chicago Symphony's Orchestral Association has become a model of generous service to all the people of Chicago; and

WHEREAS, In the spirit of excellence and friendship through which John W. Richardson has approached every enterprise of his distinguished tenure as chairman of the Orchestral Association, a surprise dinner in his honor is to be held at the Ritz Carlton on Sunday, November 12, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting this second day of October, 1995, do hereby commemorate the excellence of John W. Richardson and do hereby extend our most sincere congratulations to him; and

Be It Further Resolved, That Sunday, October 12, 1995, be proclaimed "John W. Richardson Day in the City of Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John W. Richardson.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MRS. F. ANNETTE LUMPKIN-WHITE.

WHEREAS, God in his infinite wisdom has called to her eternal reward

F. Annette (Ann) Lumpkin-White, beloved citizen and friend, September 2, 1995; and

WHEREAS, Born June 15, 1949, in Heth Arkansas, the former Ann Lumpkin came to Chicago at an early age and attended Walter Scott Elementary School and Hyde Park High School; and

WHEREAS, In 1967 Ann Lumpkin was united in holy matrimony to David L. White; their blessed union yielded a daughter, Desiree, and three grandchildren, Antoine, Antoinette and Sheniqua; and

WHEREAS, A person of deeply religious conviction, F. Annette Lumpkin-White was a longtime member of True Vine of Holiness and an avid student of the Bible. She touched the lives of many, and earned great trust from her family and many friends. She will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the passing of F. Annette (Ann) Lumpkin-White, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. David L. White and family.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. RUSSELL C. CARLSON.

WHEREAS, God in his almighty wisdom has called Russell C. Carlson to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Following his marriage to Marie J. Fitzmaurice in 1945, Mr. Carlson was a loyal and dedicated employee of Wanzer Dairy for thirty years then becoming a bus driver for PACE for the fifteen years following; and

WHEREAS, Mr. Carlson was a lifelong resident of the City of Chicago both in the Roseland and Morgan Park neighborhoods on the south side where he raised a family; and

WHEREAS, He took great pride in his City and family throughout his life as a provider and role model; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Russell C. Carlson for his contributions to society and do hereby extend our sincerest condolences to his wife, Marie, and his children, Dan, Jack, Paul and Russell, and his grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Russell C. Carlson.

TRIBUTE TO LATE FATHER JOHN IRELAND GALLERY.

WHEREAS, God in his almighty wisdom has called Father John Ireland Gallery to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Father Gallery served as a Roman Catholic priest since his ordination on March 10, 1926; and

WHEREAS, Father Gallery served most recently as pastor of Saint Christina Church in the Mount Greenwood neighborhood of Chicago's south side from 1958 to 1972, after which he retired to the position of pastor emeritus of the parish; and

WHEREAS, Father Gallery served his nation in the United States Navy as chaplain during both World War I and World War II; and

WHEREAS, Father Gallery was a loyal member of the Knights of Columbus, rising to the rank of Fourth Degree during his esteemed life; and

WHEREAS, Father Gallery is the brother of the late Marge Rose; Admiral Dan Gallery, United States Navy; Admiral William Gallery, United States Navy; Admiral Phil Gallery, United States Navy; and Marcia Gallery, and the son of the late Daniel and Mary Josephine Gallery; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Father John Gallery for his contributions to his church, his nation, his City and his fellow man, and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Father John Gallery.

TRIBUTE TO LATE LIEUTENANT THOMAS O'BOYLE.

WHEREAS, God in his almighty wisdom has called Lieutenant Thomas O'Boyle to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, A loyal and dedicated member of the Chicago Fire Department since 1967, Lieutenant O'Boyle has honorably served for the past twenty-eight years on Engine Number 38 and Truck Number 48 and most recently as a loyal aide to the commissioner; and

WHEREAS, Lieutenant O'Boyle also served his City in the Chicago Police Department for nine years prior to his arrival at the Chicago Fire Department; and

WHEREAS, Lieutenant O'Boyle passed on to his eternal reward while in the line of duty, honorably serving his City and the people of the City of Chicago; and

WHEREAS, During his career with the Chicago Fire Department, Lieutenant O'Boyle was the recipient of numerous awards and commendations; and

WHEREAS, Lieutenant O'Boyle will always be remembered for his character, intelligence and courage. He upheld the finest traditions of the Chicago Fire Department and carried out his duties to the highest degree of excellence; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, in meeting assembled this second day of October, 1995, do hereby commemorate Lieutenant O'Boyle for his heroic contributions to the citizens of the City of Chicago and do hereby extend our sincerest condolences to his wife, Patricia, his children, Thomas and his wife Donna, Daniel, Donna Gasior and her husband Terrence, Peggy Clifford and her husband Patrick, Nancy Leifker and her husband Bernard, and his ten grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lieutenant Thomas O'Boyle.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MR. LEE ANDREW STEPHENSON, III.

WHEREAS, God in his infinite wisdom has called to his eternal reward Lee Andrew Stephenson, III, a kind, generous and much-loved citizen who on September 19, 1995, became the victim of a senseless act of violence that is all too common today; and

WHEREAS, Born May 14, 1968, and a lifelong Chicagoan, Lee Andrew Stephenson, III, was the product of a caring family and attended Wendell Green Elementary School, Morgan Park High School and Richard J. Daley College. He displayed a keen grasp of computer science and an outstanding aptitude for programming and organization. He also inherited an interest in politics from his father, Lee Stephenson, Jr., an administrator in the Chicago Park District and campaign manager for 20th Ward Alderman Arenda Troutman, and donated much time and energy to Alderman Troutman's successful 1995 campaign for re-election; and

WHEREAS, Also from his family Lee Andrew Stephenson, III, inherited a profound religious and charitable nature. From an early age he was a member of Tremont Baptist Church, and in his relatively brief time on earth he touched the lives of many. This young, productive man made a difference, and his demise leaves a painful void in his south side community, in the 20th Ward Regular Democratic Organization and in Alderman Troutman's extended family; and

WHEREAS, Besides his father, Lee Andrew Stephenson, III, leaves to mourn his mother, Deatri; his stepmother, Goldie; his brother, Omar; his

sisters, Evette and Lisa Bedford; and many other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Lee Andrew Stephenson, III, and extend to his family and his many friends our deepest feelings of shared loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lee Andrew Stephenson, III.

Presented By

ALDERMAN EVANS (21st Ward) And ALDERMAN SHAW (9th Ward):

OCTOBER 16, 1995 AND DECEMBER 18, 1995 DESIGNATED "DIVINITY DAYS IN CHICAGO".

WHEREAS, October 16, 1995, a million men of African origin in a non-denominational assembly, led by Minister Louis Farrakhan of the Nation of Islam, will make atonement at the Washington Monument to reconcile their relationship with the Creator, their families and each other; and

WHEREAS, The Women of African origin and supporters of Atonement Day, will fast, pray and gather in their homes, abstaining from all work and other outside activities, to demonstrate unity in the Spirit of W.A.O./way-o WeAreOne; and

WHEREAS, On the weekend of Thanksgiving in 1994, EvAngel Mama Dee (Dee Dawn of a New Eve), spiritual servant and spokesperson for Y.H.W.H. (yah as in halleluYah) Nation of Obedience, who spent seventy-two hours alone fasting and praying inside a nine-foot tall pyramid located in a viaduct, where an eleven year old murder suspect was murdered, to protest childhood homicides and promote the moral authority of parents, will decorate the Pyramid Wall of Respect with outstanding sis-stars that have blessed the planet; and

WHEREAS, December 18, 1995, Spiritual Secession Day, marks the one hundred thirtieth anniversary of the signing of the 13th Amendment that constitutionally ended physical slavery in America and throughout its territories, two years after Abraham Lincoln freed only slaves in rebellious

confederate states that had seceded from the Union, paving the way for the emancipation of all slaves; and

WHEREAS, The Spiritual Secession is not a physical move, it is a time of visible Afro-mation to reclaim the mind, redeem the soul and renew the covenant with the Creator, in order to live as a race of upright "new beings" and fulfill the prophetic vision that "we as a people will get to the promised land"; and

WHEREAS, Divinity Days celebrate and commemorate the legacy of triumph and tragedy, while questing for solutions for the dehumanization debt of slavism and segregation "untreated heart and mind damage" that is yet unpaid; and

WHEREAS, Millions of people atoning and spiritually seceding from a cultural coma, seeking the face of the Creator and humbling themselves before Him, in acknowledgement that we wrestle not against flesh and blood but need divine power to pull down strongholds of evil and change the negative media image of Black men "from menace to miracle"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this second day of October, 1995, do hereby designate October 16 and December 18, 1995 as "Divinity Days in Chicago" and urge all citizens to be cognizant of the activities and programs arranged for this time; and

Be It Further Resolved, That suitable copies of this resolution be presented to EvAngel Mama Dee and Minister Louis Farrakhan.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

CONGRATULATIONS EXTENDED TO MAC AND ESTELLE PIENIAS ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Mac and Estelle Pienias of 4730 South La Crosse Avenue, were joined in matrimony on November 11, 1945, in Saint Anne's Church located at West 18th Street and South Leavitt Street. Their fifty years of happy union yielded two children, Dennis and Adrianne and four grandchildren; and

WHEREAS, Mac and Estelle represent the strength and solidity of family life, and are long time residents of Chicago's southwest side; and

WHEREAS, To celebrate this occasion, the family will have a special mass at Our Lady of Snow Church on Sunday, November 12, 1995, after which their family and friends will gather at Drury Lane for dinner; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this second day of October, 1995, do hereby express our heartiest congratulations to Mr. and Mrs. Mac Pienias in observance of their golden anniversary, and extend our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Mac Pienias.

Presented By

ALDERMAN MEDRANO (25th Ward):

CONGRATULATIONS EXTENDED TO MEXICAN AMERICAN LAWYERS SCHOLARSHIP FUND ON ITS TENTH ANNIVERSARY.

WHEREAS, The Mexican American Lawyers Scholarship Fund ("M.A.L.S.F.") is a tax-exempt charitable fund created by the Mexican American Lawyers Association of Chicago to administer its scholarship and fellowship programs; and

WHEREAS, In recognition of the fact, the Mexican American Lawyers Scholarship Fund celebrates its tenth anniversary this year; and

WHEREAS, The Mexican American Lawyers Scholarship Fund has for the last ten years provided scholarships and fellowships to Latino and Latina law students attending Chicago-area and regional law schools and has thereby served Chicago's Latino community while at the same time providing much needed financial support and challenging opportunities to our Latino and Latina law students; and

WHEREAS, In recognition of the fact that Martin R. Castro, Esq. has chaired the Mexican American Lawyers Scholarship Fund for five of its last

ten years, obtaining support from the grass roots community as well as the legal community for M.A.L.S.F.'s worthwhile programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our heartiest congratulations to the Mexican American Lawyers Scholarship Fund on its tenth anniversary, and we extend to this outstanding organization our best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mexican American Lawyers Scholarship Fund.

RECOGNITION OF SEVENTY-SEVENTH ANNIVERSARY OF SLOVENIAN INDEPENDENCE ON OCTOBER 21, 1995.

WHEREAS, Throughout the world, Slovenians will be observing the seventy-seventh anniversary of their independence on October 21, 1995; and

WHEREAS, Thousands of Americans of Slovenian descent are living in this city and for generations have contributed much to the progress and development of Chicago; and

WHEREAS, Slovenians of Chicago have taken an active role in the growth of the American culture, contributing notably in the field of folk music; and

WHEREAS, The Slovenians of Chicago will be celebrating the forty-fifth anniversary of the Slovenian Radio Program, founded by the late Dr. Ludwig S. Leskovar; and

WHEREAS, A special commemorative cultural program will be held October 21, 1995 featuring the best of Chicago's cultural organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby honor all Slovenians of Chicago, the seventy-seventh anniversary of Slovenian independence on October 21, 1995, and that we take cognizance of the many events planned for celebrating this great event, particularly the commemorative cultural program which all our citizens are encouraged to attend; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Slovenian American Radio Club.

Presented By

ALDERMAN MELL (33rd Ward):

WELCOME EXTENDED TO KOREAN LEADERS MS. CHONG HEE CHO AND MR. YOUNG CHUL KIM ON THEIR VISIT TO CHICAGO.

WHEREAS, The City of Chicago is indeed privileged to welcome two outstanding Korean leaders to our midst, Ms. Chong Hee Cho and Mr. Young Chul Kim; and

WHEREAS, Ms. Chong Hee Cho is president of the *Sisa News* in Korea. She is also executive director of the Equal Opportunity Committee, which promotes the advancement of Korean women, and is a member of the board of directors of Mukung Hwa, the Korean National Flower Gallery Association; and

WHEREAS, Mr. Young Chul Kim is president of Hanyu Pharmaceutical, Ltd. and a member of the board of directors of the Korean Youth Crime Prevention Association. A youth specialist, he also spearheads the movement to invite Korean-American students to Seoul during the summer; and

WHEREAS, It gives the leaders of this great City extreme pride to welcome these outstanding Koreans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby give a hearty "Chicago welcome" to Ms. Chong Hee Cho and Mr. Young Chul Kim, and, in doing so, call public attention to their honored visit to our great City; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Ms. Chong Hee Cho and Mr. Young Chul Kim.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. PETER GRUNWALD.

WHEREAS, God in his infinite wisdom has called to his eternal reward Peter Grunwald, beloved citizen and friend; and

WHEREAS, Peter Grunwald was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his wife, Mary Lou, his parents, Arnold and Gretel, and a host of other relatives and friends; and

WHEREAS, Peter Grunwald, legislative chairman for the National Federation of the Blind of Illinois, was a champion of guaranteeing rights for the blind. He lobbied for legislation in Springfield guaranteeing blind people the right to serve on juries and preventing discrimination in insurance coverage. He played a key role in laying the groundwork for a federal program that created competitive opportunities for blind people in management positions; and

WHEREAS, Peter Grunwald will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the death of Peter Grunwald, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Peter Grunwald.

TRIBUTE TO LATE MR. HAROLD MISHKIN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Harold Mishkin, beloved citizen and friend; and

WHEREAS, Harold Mishkin was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving children, George, Lois and Robert; his grandchildren, Ross,

Leah, Michael, Douglas and Robert; his great-grandchildren, Andrew and Alberto, and a host of other relatives and friends; and

WHEREAS, Harold Mishkin will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the death of Harold Mishkin, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harold Mishkin.

TRIBUTE TO LATE MR. KARL MARTIN MOSE.

WHEREAS, God in his infinite wisdom has called to his eternal reward Karl Martin Mose, beloved citizen and friend; and

WHEREAS, Karl Martin Mose was a member of Chicago's great northwest side community and will be sorely missed. He was president of the Mose Construction Company and was a former supervisor of maintenance and construction for Chicago O'Hare International Airport; and

WHEREAS, Karl Martin Mose leaves to mourn his parents, Virginia and Warren, and a host of other relatives and friends; and

WHEREAS, Karl Martin Mose will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the sudden death of Karl Martin Mose, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Karl Martin Mose.

TRIBUTE TO LATE MR. CHRISTY J. SIRAGUSA.

WHEREAS, God in his infinite wisdom has called to his eternal reward Christy J. Siragusa, beloved citizen and friend; and

WHEREAS, Christy J. Siragusa was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving wife, Laura; his devoted son, Anthony; his granddaughter, Lauren, and a host of other relatives and friends; and

WHEREAS, Christy J. Siragusa will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the death of Christy J. Siragusa, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Christy J. Siragusa.

CONGRATULATIONS EXTENDED TO LEO AND ANNE GOLDIN ON THEIR FIFTY-EIGHTH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Leo and Anne Goldin, outstanding citizens of Chicago's great northwest side, are celebrating fifty-eight years of wedded bliss together on October 3, 1995;

WHEREAS, Both Leo and Anne are lifelong Chicago citizens; and

WHEREAS, Both Leo and Anne are active members of their community at the Bernard Horwitz Center and as members of Congregation Beth Sholom Ahavas Achim; and

WHEREAS, Both Leo and Anne Goldin symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, Allan, Stuart and Sandra and their grandchildren, Gary, Brian and Jacqueline; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, do

hereby offer our heartiest congratulations to Mr. and Mrs. Leo and Anne Goldin on their fifty-eighth wedding anniversary October 3, 1995, and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Leo and Anne Goldin.

Presented By

ALDERMAN DOHERTY (41st Ward):

TRIBUTE TO LATE MR. JOSEPH VINCENT PROVENZANO.

WHEREAS, God in his infinite wisdom has called to his eternal reward Joseph Vincent Provenzano, head clerk at the Oriole Park Branch of the Chicago Public Library, August 17, 1995; and

WHEREAS, Born September 24, 1957, Joe Provenzano grew up on Chicago's west side and graduated from Saint Patrick High School. While attending college, he commenced working as a part time library page at the Oriole Park Branch Library and, loving his work, thrived there for the remainder of his relatively short life. For eighteen years, "Giuseppe", as he was fondly known by many, served the citizens in this grateful community. He had not only a respect for books, but also a passion for reading as well as an uncanny instinct to share and to serve. His supervisors and peers have called him the best example of a City public servant; and

WHEREAS, Besides the staff and countless patrons at Oriole Park Branch Library, Joseph Vincent Provenzano leaves to celebrate his life his loving parents, Grace and Louis; his brother, Vincent; his sister, Grace (Mario) Balducci; a nephew, Mario Balducci; his grandmother, Mary Gioioso, 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 second day of October, 1995, A.D., do hereby express our sorrow on the death of Joseph Vincent Provenzano, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Louis Provenzano and family.

CONGRATULATIONS EXTENDED TO MR. PETER HASTINGS ON BEING NAMED "MAN OF THE YEAR" BY NORWOOD PARK CHAMBER OF COMMERCE AND INDUSTRY.

WHEREAS, On October 19, 1995, his many friends and colleagues will gather to honor Onahan School Principal Peter Hastings as he receives the Norwood Park Chamber of Commerce and Industry's prestigious "Man of the Year" award; and

WHEREAS, Having served diligently and with great success as a public school administrator since 1971, Peter Hastings already has been recognized with awards from the Chicago Park District; from the Peterson School, where he was assistant principal from 1971 to 1982, and where he inaugurated Peterson's Special Olympics Program as one of his priority activities; and from the Parent-Teacher Associations of Norwood Park School and Onahan School, where in 1982 he was appointed principal with joint responsibilities at both. Following the 1989 school reform reorganization, he has continued as principal at Onahan; and

WHEREAS, Himself a product of Chicago Public Schools, Peter Hastings graduated from Barry Elementary School and Kelvyn Park High School, and went on to further his education at Concordia College, Northeastern Illinois and Loyola Universities; and

WHEREAS, Peter Hastings has been an active, interested administrator who stimulates his students to stretch their academic muscles, while finding ways to make learning a joy instead of a chore, whether through hatching chickens in the classroom, publishing a literary magazine, hosting an aeronautics fair or an all-school family read-in, staging classic plays or photographing school events in an historical context; and

WHEREAS, Peter Hastings has encouraged his students to become involved in their community. He has worked personally with the Beta Club academic honor service organization, spending many weekends voluntarily helping to eradicate graffiti and to remove refuse from the neighborhood, with regular recycling efforts at the school, and with participation in community parades and other events as a school; and

WHEREAS, Peter Hastings has devoted many hours establishing important community-school connections and maintains personal involvement in the local business community as a member and vice-president of the Norwood Park Chamber of Commerce and Industry; and

WHEREAS, The leaders of this great City take pride in the standards set by outstanding public servants like Peter Hastings; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this second day of October, 1995, A.D., do hereby congratulate Peter Hastings, principal of Onahan School, on having been so deservedly selected as the Norwood Park Chamber of Commerce and Industry's "Man of the Year"; and we include herewith gratitude and our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peter Hastings.

CONGRATULATIONS EXTENDED TO LIBRARIAN DOROTHY NAST ON OCCASION OF HER RETIREMENT.

WHEREAS, Dorothy Nast, a familiar and beloved citizen of Chicago's great northwest side, retired July 31, 1995, from a fifty year career of public service, the last twenty-seven of which she spent as head librarian of the Roden Branch Library in Norwood Park; and

WHEREAS, Dorothy Nast is an avid and highly intelligent reader who recognizes that books are "friends for life". She joined the Albany Park branch of the Chicago Public Library in 1945, worked at eight other branches over the years, and then began as Roden's head librarian when that branch opened in 1968. For half a century she has imparted her wisdom and her love of literature to thousands of grateful readers from Chicago's Norwood Park, Albany Park and Edison Park communities. One of her most significant accomplishments was in helping to found the Norwood Park Historical Society and enthusiastically preparing the community for its centennial celebrations; and

WHEREAS, Dorothy Nast represents the highest standard of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby extend our gratitude and our congratulations to Dorothy Nast on her retirement following fifty years of outstanding service to the people of Chicago's northwest side, and we extend to this great citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dorothy Nast.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. CLARICE BOCHAN.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Clarice Bochan (nee Colitz) to her eternal reward on the twenty-ninth day of July, 1995, A.D.; and

WHEREAS, Mrs. Clarice Bochan was for many years the devoted secretary and assistant to George W. Dunne, 42nd Ward Committeeman and former chairman of the Cook County Board of Commissioners; and

WHEREAS, Mrs. Clarice Bochan loyally served Cook County government for over thirty years; and

WHEREAS, Mrs. Clarice Bochan was also a steadfast member of the Regular 42nd Ward Democratic Organization; and

WHEREAS, Mrs. Clarice Bochan was the beloved wife of the late James Bochan and devoted mother of Nancy, Louis and Lou; and

WHEREAS, Mrs. Clarice Bochan was also the cherished grandmother of Denise Poister, and great-grandmother of Matthew; and

WHEREAS, Mrs. Clarice Bochan was the loving sister of Ira, Jerome and Ivan Colitz and Elaine Hanock, and the dear sister-in-law of Corinne Eichner; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this second day of October, 1995, A.D., do hereby express our deepest sorrow at the passing of Mrs. Clarice Bochan (nee Colitz) and do also extend to her beloved family and many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mrs. Clarice Bochan was a fine woman who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Clarice Bochan.

CONGRATULATIONS EXTENDED TO MR. PETER DANGERFIELD ON HIS APPOINTMENT AS SENIOR VICE PRESIDENT AND GENERAL MANAGER OF ESSEX HOUSE/HOTEL NIKKO NEW YORK.

WHEREAS, Mr. Peter Dangerfield was formerly the vice president and general manager of the Hotel Nikko Chicago, a position he held for eight years; and

WHEREAS, Under his leadership, Hotel Nikko Chicago received two Tokyo Home Office Recognition Awards, the 1990 Nikko Hotels International Gold Hospitality Award and the 1993 Gold Fountains Award; and

WHEREAS, Mr. Peter Dangerfield was president of the Greater North Michigan Avenue Association in 1993 and served on the board of directors of the Chicago Convention and Tourism Bureau and on the board of directors of the Hotel and Motel Association of Illinois; and

WHEREAS, Mr. Peter Dangerfield received the Silver Plume Award for his many efforts in the tourism industry and his support of the Chicago concierge community; and

WHEREAS, He received the 1994 Manfred Steinfeld Hospitality Management Program Lifetime Achievement Award; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this second day of October, nineteen hundred and ninety-five, do hereby honor and congratulate Mr. Peter Dangerfield on the occasion of receiving his new appointment as senior vice president and general manager of the Essex House/Hotel Nikko New York; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Peter Dangerfield.

CONGRATULATIONS EXTENDED TO MR. JOHN J. GEORGE ON RECEIVING HONOR BY LITTLE CITY FOUNDATION FOR TWENTY YEARS OF DEDICATED SERVICE.

WHEREAS, During John J. George's twenty-years of service as Little

City's general counsel, he has embraced Little City's mission and has worked tirelessly to open new doors for persons with challenging conditions; and

WHEREAS, John J. George is an ardent advocate for Little City and those who receive Little City's services, wherein he has agreed to serve as the honoree for this year's annual dinner; and

WHEREAS, John J. George's legal career in Chicago spans more than twenty-five years, having been both a former assistant attorney general and assistant corporation counsel for the City of Chicago; and

WHEREAS, John J. George's community service extends far beyond the boundaries of Little City, benefitting several civic, academic and health care organizations; and

WHEREAS, John J. George is married to Mary Jo George and has three children, John, Mary Elizabeth and Michael; and

WHEREAS, The Little City Foundation's board of directors, celebrated and honored John J. George for his outstanding commitment and years of dedicated service to Little City Foundation on the nineteenth day of June, nineteen hundred and ninety-five; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this second day of October, nineteen hundred and ninety-five, do hereby honor and congratulate Mr. John J. George on the occasion of being honored by the Little City Foundation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John J. George.

CONGRATULATIONS EXTENDED TO MS. HARRIET WOLFSON ON RECEIPT OF "THE 1995 ILLINOIS TREASURE AWARD" FROM ILLINOIS ALLIANCE FOR AGING.

WHEREAS, Ms. Harriet Wolfson is one of the nine outstanding men and women honored by the Illinois Alliance for Aging for lifelong and substantial contributions to the quality of life in their communities; and

WHEREAS, Ms. Harriet Wolfson is being honored by the Illinois Alliance for Aging, as a 1995 Illinois Treasure for her contributions to creating environments in which two million Illinois elderly can live with dignity, self respect and security; and

WHEREAS, Ms. Harriet Wolfson has given unselfishly of her time, inspiration, and her financial resources in the continuing support of numerous and diverse cultural, educational, medical and spiritual institutions in Illinois; and

WHEREAS, Ms. Harriet Wolfson has worked to afford older people abundant opportunities to fully utilize their skills and experience; and

WHEREAS, Ms. Harriet Wolfson has carried on the traditions of her parents and has devoted her life to help others less fortunate than she; and

WHEREAS, Ms. Harriet Wolfson believes that older people are integral members of their communities, bringing wisdom and commitment to the arts, education, business, government, human services, religious life, media and sports; and

WHEREAS, Ms. Harriet Wolfson has been particularly supportive of health care facilities and research, centers of higher learning, institutions dedicated to the arts and culture, and to many organizations enriching, affirming, and safeguarding Jewish life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of October nineteen hundred and ninety-five, do hereby honor and congratulate Ms. Harriet Wolfson on the occasion of receiving the 1995 Illinois Treasure Award from the Illinois Alliance for Aging; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Harriet Wolfson.

CHICAGOANS URGED TO BE COGNIZANT OF CITY OF JERUSALEM'S TRIMILLENNIUM AS HISTORICAL MILESTONE FOR PEOPLE OF ALL FAITHS.

WHEREAS, The city of Jerusalem is now commemorating its Trimillennium, marking three thousand years since King David made Jerusalem the eternal capital of the Jewish nation; and

WHEREAS, For the past three thousand years, in accordance with biblical precepts, the city of Jerusalem has been a site of moral inspiration throughout the world; and

WHEREAS, Jerusalem is a city holy to the three monotheistic faiths of Judaism, Christianity and Islam and thus a focal point for people around the globe; and

WHEREAS, For three thousand years the city of Jerusalem has been a site of pilgrimage and the Trimillennium offers an opportunity to give expression to the city of Jerusalem's commitment to maintain itself as a place where all people are welcome to freely visit the shrines holy to their respective religions and to practice their faiths; and

WHEREAS, The Trimillennium is being celebrated not only in Jerusalem but throughout the world; and

WHEREAS, The values and principles emanating from Jerusalem exerted a strong influence upon the founding fathers of our own nation; and

WHEREAS, The mayor of Jerusalem, The Honorable Ehud Olmert, will be visiting Chicago on November 14, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of October, 1995, A.D., do hereby urge all citizens of Chicago to be cognizant of the city of Jerusalem's Trimillennium as a major historical milestone for people of all faiths; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jerusalem 3,000 Committee on the Jewish Community Relations Council of the Jewish United Fund of Metropolitan Chicago.

Presented By

ALDERMAN NATARUS (42nd Ward) And
ALDERMAN PRECKWINKLE (4th Ward):

TRIBUTE TO LATE MR. ROBERT L. ADLER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Robert L. Adler to his eternal reward on the seventh day of July, 1995; and

WHEREAS, Mr. Robert L. Adler was chairman of the Jewish Community Relations Council of the Jewish United Fund; and

WHEREAS, Mr. Robert L. Adler was one of our community's most respected leaders; and

WHEREAS, Mr. Robert L. Adler was also president of the Jewish Welfare Fund and was instrumental in orchestrating the 1974 merger of the Welfare Fund into the Jewish Federation of Metropolitan Chicago; and was recipient of the Federation's Julius Rosenwald Memorial Award and the J.U.F.'s Shofar Award; and

WHEREAS, Mr. Robert L. Adler had distinguished himself as a Jewish communal leader in many key posts at local, national and international organizations; and

WHEREAS, Mr. Robert L. Adler served as president of the National Jewish Welfare Board and also served on the boards of HIAS, World Conference of Jewish Community Centers, Synagogue Council of America and the International Fellowship of Christians and Jews; and

WHEREAS, Mr. Robert L. Adler was chairman of the Jewish Agency for Israel's Budget Committee, helping to oversee the allocation of millions of dollars for resettlement programs in Israel and his activities on behalf of Judaism Reform movement doing much to establish the movement in Israel; and

WHEREAS, Mr. Robert L. Adler received many awards in recognition of his efforts on behalf of the Jewish people, including an Honorary Doctorate of Human Letters from Hebrew Union College; a Distinguished Service Award from Wurzweiler School of Social Work, Yeshiva University; and membership in the City of Chicago Senior Citizens Hall of Fame and the Jewish Community Centers of Chicago Senior Citizens Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of October, nineteen hundred and ninety-nine, do hereby express our deepest sorrow at the passing of Mr. Robert L. Adler and do extend to his family and many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Robert L. Adler was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr Robert L. Adler.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO MR. JACOB M. ARVEY ON HIS ONE HUNDREDTH BIRTHDAY.

A proposed resolution, presented by Aldermen Natarus, Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore and Stone, reading as follows:

WHEREAS, Jacob M. Arvey was born in the City of Chicago on the third day of November, 1895, A.D.; and

WHEREAS, Jacob M. Arvey, at the age of nineteen, began his political career by ringing doorbells and canvassing for votes on behalf of one of his teachers who was then running for judge; and

WHEREAS, Jacob M. Arvey, at the age of twenty-one graduated from the John Marshall Law School and then became a precinct captain; and

WHEREAS, In 1918, Jacob M. Arvey was appointed as an assistant Cook County state's attorney, a position which he held for two years; and

WHEREAS, Jacob M. Arvey, at the age of twenty-eight, won the first of his eight terms as alderman of the 24th Ward; and

WHEREAS, Jacob M. Arvey, was the majority leader in the Chicago City Council under Mayors Dever, Cermak and Kelley; and

WHEREAS, In 1934, Jacob M. Arvey was elected as the Democratic Committeeman of the 24th Ward, a position he held until 1941; and

WHEREAS, Jacob M. Arvey served as chairman of the Chicago City Council Committee on Finance until he resigned as 24th Ward Alderman in 1941 to become a judge advocate general of the 33rd Infantry Division during World War II; and

WHEREAS, Jacob M. Arvey, while serving in the Armed Forces during World War II, obtained the rank of colonel; and

WHEREAS, After World War II, Jacob M. Arvey returned to Chicago and became a member of the Chicago Park District board of commissioners; and

WHEREAS, Jacob M. Arvey became Democratic Chairman for Cook County and in 1950 he was chosen as the Democratic National Committeeman for Illinois; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this second day of October, 1995, A.D., do hereby honor and recognize the political achievements, government service and humanitarian contributions of Jacob M. Arvey, one of Chicago's most outstanding citizens, on the occasion on his one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jacob M. Arvey.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO MS. MARIE DEUTER ON HER RETIREMENT FROM CHICAGO PARK DISTRICT.

WHEREAS, After serving the citizens of this great City for over thirty-five years, Marie Deuter leaves the Chicago Park District September 30, 1995, to enjoy a well-deserved retirement; and

WHEREAS, Born and raised in Chicago, the daughter of Verle and Arthur Deuter, Marie Deuter graduated from Morgan Park High School in 1957 and attended Chicago Teachers College (now Chicago State University) before joining the Park District March 3, 1960. Since that time she has served the children and adults of our City of Chicago selflessly and with great dedication; and

WHEREAS, Marie Deuter's most recent activities have been at Jefferson Park, where thirteen years ago she became park supervisor, promoting and overseeing a wide scope of recreational programs -- sports, day camps, crafts, tournaments as well as Special Olympics -- and where she has taken particular pleasure in greeting children whose parents she supervised a generation earlier; and

WHEREAS, The leaders of this great City take great pride in the standards set by public employees like Marie Deuter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our gratitude and our congratulations to Marie Deuter as she retires from an outstanding thirty-five year career with the Chicago Park District, and we extend to this fine public servant our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marie Deuter.

Presented By

ALDERMAN LEVAR (45th Ward),
ALDERMAN ALLEN (38th Ward),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN DOHERTY (41st Ward):

TRIBUTE TO LATE MRS. BETTE ROSE NADIG.

WHEREAS, God in his infinite wisdom as called to her eternal reward Bette Rose Nadig, beloved citizen and friend; and

WHEREAS, Bette Rose Nadig was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her loving husband, Glenn; her sons, David and Brian, and a host of other relatives and friends; and

WHEREAS, Bette Rose Nadig was co-publisher of Nadig Newspapers with her husband, Glenn. The Nadig Newspaper group includes Chicago's *Northwest Side Press*, the *Reporter* and the *Journal.* She worked for the newspaper for more than twenty-five years. She was also active for many years in the Jefferson Park Chamber of Commerce and the Edgebrook Sauganash Chamber of Commerce. She was the 1994 recipient of the Business Leader of the Year award from the Jefferson Park Chamber of Commerce; and

WHEREAS, Bette Rose Nadig will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our sorrow on the death of Bette Rose Nadig, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Bette Rose Nadig.

Presented by

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. ARNE S. FOX.

WHEREAS, Mr. Arne S. Fox was taken from this life August 31, 1995, by the devastating illness of cancer; and

WHEREAS, His presence is greatly missed by family, friends, the realty business community and the larger Chicago municipality; and

WHEREAS, Mr. Fox came to the United States from his native Copenhagen, Denmark, almost forty years ago; and

WHEREAS, He felt an affinity to the City of Chicago when visiting during his service in the United States Army that led him to return after his discharge; and

WHEREAS, Mr. Fox applied the skills of his trade as a tool and dye journeyman in his native country at his first job in Chicago before finding his true calling as a salesman; and

WHEREAS, Five years after receiving his real estate license he launched his own company, working with his wife, Inge, who also had become licensed; and

WHEREAS, His contributions to and positive influence on the realty field in Chicago is documented by his legacy of uniting the Chicago Board of Realtors and the North Side Real Estate Board in 1992 into the Chicago Association of Realtors, of which he become the first president, and by being named Chicago's Realtor of the Year in 1993; and

WHEREAS, Fox Realtors at 4601 North Western Avenue has been, and continues to be, a wonderful and deeply appreciated member of the 47th Ward business community; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby honor his memory and mourn the passing of a shining jewel in the community, Mr. Arne S. Fox; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his wife, Mrs. Inge Fox.

Presented by

ALDERMAN M. SMITH (48th Ward):

TRIBUTE TO LATE MR. MELVIN MEYER.

WHEREAS, God in his infinite wisdom has called to his eternal reward Melvin "Mel" Meyer, a retired Chicago Park District employee and a caring friend to so many citizens of Chicago's great north side neighborhoods; and

WHEREAS, Long an active and vital member of his grateful community, Melvin "Mel" Meyer had retired after twenty-seven productive years with the Chicago Park District. Following that retirement, he gave selflessly of his time and energy in continuing to help others, and every day demonstrated his concern for the multitude of people around him who needed to learn a skill, or the English language. An accomplished craftsman, he opened a woodshop for seniors at North Park Village. He taught crafts and music to children at Margate Park, and he taught many immigrants their second language and helped to make them more comfortable in this great and diverse City. "Mel" Meyer was a productive friend, and volunteered every day to lend a helping hand, particularly to needy citizens in the Uptown area; and

WHEREAS, "Mel" Meyer will be sorely missed by the many men, women and children who relied on his teaching and on his compassion and friendship. He also leaves to celebrate his life his wife, Esther; his son, William; his daughter, Marjorie, two grandchildren, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do

hereby express our sorrow on the death of Melvin "Mel" Meyer, beloved friend to so many Chicagoans, and extend to his family and extended family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Melvin "Mel" Meyer.

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.

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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
GRANATO (1st Ward)	North Ashland Avenue, at 708 -- 11:00 A.M. to 7:00 P.M. -- daily;
	North Ashland Avenue, at 1104 -- 12:00 Noon to 9:00 P.M. -- Saturday and Sunday;
	West Grand Avenue, at 1156 -- 4:00 P.M. to 11:00 P.M. -- no exceptions;
	North Milwaukee Avenue, at 1576 -- 12:00 Noon to 11:00 P.M. -- daily;
	West Rice Street, at 2639 -- 9:00 A.M. to 12:00 Midnight -- daily;
	North Western Avenue, at 1017 -- 9:30 A.M. to 5:00 P.M. -- daily;
MURPHY (18th Ward)	South Ashland Avenue, at 8518 (driveway clearance) at all times -- no exceptions;
MEDRANO (25th Ward)	West Taylor Street, at 2248, for a distance of 25 feet -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday;
BURNETT (27th Ward)	West Kinzie Street (north side) from North Halsted Street to North Desplaines Street -- at all times -- Monday through Saturday (tow-away zone);
WOJCIK (30th Ward)	West Belmont Avenue, at 4149 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
	West Diversey Avenue, at 5242 -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
	North Elston Avenue, at 4042 -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
MELL for *SUAREZ* (31st Ward)	West Palmer Street (north side) from a point 127 feet west of North Springfield Avenue, to a point 78 feet west thereof -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday;
GABINSKI (32nd Ward)	West Concord Place, at 2016 -- 6:30 A.M. to 7:00 P.M. -- Monday through Saturday;
MELL (33rd Ward)	North Francisco Avenue (east side) from a point 30 feet south of West Belmont Avenue, to a point south thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;
O'CONNOR (40th Ward)	West Rosemont Avenue, at 1537 -- at all times -- no exceptions (handicapped only);
NATARUS (42nd Ward)	East Delaware Place, at 197, for a distance of approximately 40 feet -- 8:00 A.M. to 12:00 Midnight -- Monday through Saturday (tow-away zone) (valet service);
	West Grand Avenue, at 1, for a distance of approximately 60 feet -- 10:00 A.M. to 2:00 A.M. -- daily (tow-away zone) (valet service);

Alderman	Location, Distance And Time
	East Huron Street, at 161, for a distance of approximately 60 feet -- 11:00 A.M. to 12:00 Midnight -- daily (tow-away zone) (valet service);
	North Rush Street, at 1007, for a distance of approximately 40 feet -- 5:00 P.M. to 2:00 A.M. -- daily (tow-away zone) (valet service);
	West Taylor Street, at 1140 -- 9:00 A.M. to 10:00 P.M. -- daily (tow-away zone) (valet service);
	North Wabash Avenue, at 619 -- 6:00 P.M. to 11:30 P.M. -- Monday through Saturday (tow-away zone) (valet service);
	North Wells Street, at 177 -- 179 -- daily (tow-away zone) fifteen minute standing -- unattended vehicles must have flashers on.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 7405 NORTH ASHLAND AVENUE.

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Ashland Avenue, at 7405", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 6924 NORTH CLARK STREET.

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Clark Street, at 6924", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST NORTH AVENUE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 14, 1995 which established loading zones on portions of specified public ways by striking the words: "West North Avenue (north side) from a point 60 feet east of North Sheffield Avenue, to a point 25 feet east thereof -- 6:00 P.M. to 12:00 Midnight -- loading zone/tow-away zone (95-0495)" and inserting in lieu thereof: "West North Avenue (north side) from a point 60 feet east of North Sheffield Avenue, to a point 25 feet east thereof -- 11:00 A.M. to 2:00 A.M. -- daily -- loading zone (valet service)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
OLIVO for *FRIAS* (12th Ward)	West 36th Street, from South Francisco Avenue to South California Avenue -- easterly;
ZALEWSKI (23rd Ward)	South Moody Avenue, from West 63rd Street to the first alley north thereof -- northerly;
BURNETT (27th Ward)	Alley from West Hubbard Street to West Grand Avenue, between North Racine Avenue and North Elizabeth Street -- northerly;
AUSTIN (34th Ward)	South Normal Avenue, from West 107th Street to West 103rd Street -- northerly;
ALLEN (38th Ward)	North Kostner Avenue, from West Irving Park Road to West Berteau Avenue -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH ADA STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 3, 1994 (Council Journal of Proceedings, pages 54305 and 54306) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "North Ada Street, from West Concord Place to West North Avenue -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST 64TH PLACE.

Alderman Olivo (13th Ward) presented a proposed order to amend a previously passed ordinance which restricted the flow of traffic to a westbound direction on West 64th Place, at South Austin Avenue, by allowing the traffic to flow in both direction on West 64th Street, from South Austin Avenue west to the first alley only, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SPECIFIED PUBLIC ALLEY.

Alderman Wojcik (30th 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: "the first east/west alley north of West Diversey Avenue, between North Central Avenue and North Luna Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SPECIFIED PUBLIC ALLEY.

Alderman Murphy (18th 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: "the north/south alley between South Winchester Avenue and South Damen Avenue, in the 8300 block -- northerly" and inserting in lieu thereof: "north/south alley between South Winchester Avenue and South Damen Avenue, in the 8300 block -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS ON PORTION OF WEST PRATT AVENUE.

Alderman Moore (49th Ward) presented a proposed order directing the Commissioner of Transportation to consider the installation of parking meters on both sides of West Pratt Avenue, between North Clark Street and the first alley west thereof, to be in effect during the hours of 8:00 A.M. and 9:00 P.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	South Pulaski Road (west side) at 5300 -- 5310 -- two hour limit -- 8:00 A.M. to 6:00 P.M. -- daily;
LEVAR (45th Ward)	North Milwaukee Avenue, at 5201 -- two hour limit -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
	North Milwaukee Avenue, at 5205 -- two hour limit -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
	North Milwaukee Avenue, at 5207 -- two hour limit -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
SCHULTER (47th Ward)	North Western Avenue (east side) from 4201 to 4237 and (west side) from 4200 to West Hutchinson Street -- two hour limit -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday.

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
TILLMAN (3rd Ward)	South May Street, at 5021 (except for handicapped);
	South Morgan Street, at 5233 (except for handicapped);
	South Union Avenue, at 5620 (except for handicapped);
STEELE (6th Ward)	South Calumet Avenue, at 9622 (except for handicapped);
	East 88th Street, at 619 (except for handicapped);
DIXON (8th Ward)	South Ellis Avenue, at 8008 (except for handicapped);

Alderman	Location And Distance
	South Luella Avenue, at 7952 (except for handicapped);
	South Merrill Avenue, at 8748 (except for handicapped);
	South Ridgeland Avenue, at 7637 (except for handicapped);
	East 84th Place, at 1512 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue J, at 10707 (except for handicapped);
	South Avenue M, at 10539 (except for handicapped);
	South Brandon Avenue, at 13304 (except for handicapped);
	South Calhoun Avenue, at 10132 (except for handicapped);
	South Oglesby Avenue, at 10205 (except for handicapped);
HUELS (11th Ward)	South Carpenter Street, at 3323 (except for handicapped);
	South Emerald Avenue, at 3127 (except for handicapped);
	South Emerald Avenue, at 3356 (except for handicapped);
	South Paulina Street, at 3345 (except for handicapped);
	South Throop Street, at 2923 (except for handicapped);
	West 26th Street, at 464 (except for handicapped);

Alderman	Location And Distance
	West 34th Street, at 1818 (except for handicapped);
	West 44th Street, at 456 (except for handicapped);
HUELS for *FRIAS* (12th Ward)	West 22nd Place, at 2850 (except for handicapped);
OLIVO for *FRIAS* (12th Ward)	South Fairfield Avenue, at 5442 (except for handicapped);
OLIVO (13th Ward)	South Ridgeway Avenue, at 7240 (except for handicapped);
	West 60th Place, at 3359 (except for handicapped);
BURKE (14th Ward)	West Pershing Road, at 2731 (except for handicapped);
	South Spaulding Avenue, at 4619 (except for handicapped);
	West 54th Place, at 3052 (except for handicapped);
	West 64th Place, at 3200 -- 3208 (corner clearance);
JONES (15th Ward)	South Claremont Avenue, at 6617 (except for handicapped);
	South Hermitage Avenue, at 6112 (except for handicapped);
	South Hermitage Avenue, at 7002 (except for handicapped);

Alderman	Location And Distance
	South Honore Street, at 5932 (except for handicapped);
	South Talman Avenue, at 6030 (except for handicapped);
	South Wolcott Avenue, at 5527 (except for handicapped);
COLEMAN (16th Ward)	South Honore Street, at 4923 (except for handicapped);
	South Morgan Street, at 6325 (except for handicapped);
	South Wolcott Avenue, at 4942 (except for handicapped);
STREETER (17th Ward)	South May Street, at 7331 (except for handicapped);
	South Throop Street, at 7822 (except for handicapped);
	West 71st Place, at 1330 (except for handicapped);
MURPHY (18th Ward)	South Artesian Avenue, at 8050 (except for handicapped);
	South Christiana Avenue, at 8100 (except for handicapped);
	West Columbus Avenue, at 3564 (in front and alongside);
	South Homan Avenue, at 8208 (except for handicapped);
	South Hoyne Avenue (east side) from West 82nd Place to the first alley north thereof;

Alderman	Location And Distance
	South Hoyne Avenue (north side) from West 82nd Street to the street terminus;
	South Kedzie Avenue, at 8027 (except for handicapped);
	South Wolcott Avenue, at 7939 (except for handicapped);
	West 80th Place, at 2320 (except for handicapped);
	West 81st Street, at 1617 (except for handicapped);
TROUTMAN (20th Ward)	South Vernon Avenue, at 6451 (except for handicapped);
EVANS (21st Ward)	South Elizabeth Street, at 9243 (except for handicapped);
MUNOZ (22nd Ward)	South Lawndale Avenue, at 2418 (except for handicapped);
	South Kildare Avenue, at 1868 (except for handicapped);
	West 21st Street, at 4338 (except for handicapped);
ZALEWSKI (23rd Ward)	South Harding Avenue, at 5359 (except for handicapped);
	South Kenneth Avenue, at 5004 (except for handicapped);
	South Kenneth Avenue, at 5225 (except for handicapped);
	South Menard Avenue, at 5523 (except for handicapped);

Alderman	Location And Distance
	South Merrimac Avenue (both sides) in the 5400 block (in lieu of residential permit parking zone);
	South Millard Avenue, at 5309 (except for handicapped);
	South Ridgeway Avenue, at 5125 (except for handicapped);
	South Ridgeway Avenue, at 5206 (except for handicapped);
	South Ridgeway Avenue, at 5208 (except for handicapped);
	South Sayre Avenue, at 5340 (except for handicapped);
	West 54th Street, at 3636 (except for handicapped);
	West 57th Place, at 3620 (except for handicapped);
	West 57th Place, at 3848 (except for handicapped);
	West 63rd Place, at 6420 -- 6430;
CHANDLER (24th Ward)	West Fillmore Street, at 3949 (except for handicapped);
	West Grenshaw Street, at 3701 (except for handicapped);
	South Hamlin Avenue, at 1516 (except for handicapped);
	South Kedvale Avenue, at 628 (except for handicapped);
	South Springfield Avenue, at 1338 (except for handicapped);

Alderman	Location And Distance
MEDRANO (25th Ward)	South Blue Island Avenue, at 2310 (except for handicapped);
	West Cullerton Street, at 1618 (except for handicapped);
	South May Street, at 2002 (except for handicapped);
	West Roosevelt Road, at 2247 (except for handicapped);
BURNETT (27th Ward)	North Drake Avenue, at 1046 (except for handicapped);
	South Halsted Street, at 318 (except for handicapped);
	West Jackson Boulevard, at 925 (except for handicapped);
	North Monticello Avenue, at 652 (except for handicapped);
	West Ohio Street, at 2414 (except for handicapped);
	North Park Avenue, at 1523 (except for handicapped);
	North Sedgwick Street, at 1503 (except for handicapped);
	North St. Louis Avenue, at 928 (except for handicapped);
E. SMITH (28th Ward)	West Adams Street, at 4039 (except for handicapped);
	West Adams Street, at 4645 (except for handicapped);

Alderman	Location And Distance
	West Congress Parkway (north side) from 3412 to South St. Louis Avenue;
	West Congress Parkway, at 3524 (except for handicapped);
	West Fulton Street, at 3206 (except for handicapped);
	North Hamlin Avenue, at 536 (except for handicapped);
	North Lamon Avenue, at 204 (except for handicapped);
	West Monroe Street, at 4317 (except for handicapped);
	West Walnut Street, at 3507 (except for handicapped);
	West 15th Street, at 2648 (except for handicapped);
BURRELL (29th Ward)	West Huron Street, at 5819 (except for handicapped);
WOJCIK (30th Ward)	North Harding Avenue, at 3334 (except for handicapped);
	North Keeler Avenue, at 3627 (except for handicapped);
	North Kilpatrick Avenue, at 3145 (except for handicapped);
	North Major Avenue, at 2730 (except for handicapped);
	North Springfield Avenue, at 2947 (except for handicapped);

Alderman	Location And Distance
MELL for *SUAREZ* (31st Ward)	North Lavergne Avenue, at 2108 (except for handicapped);
	West Shakespeare Avenue, at 4609 (except for handicapped);
GABINSKI (32nd Ward)	North Oakley Avenue, at 2311 (except for handicapped);
AUSTIN (34th Ward)	South Emerald Avenue, at 11204 (except for handicapped);
	South Loomis Street, at 11717 (except for handicapped);
	South Normal Avenue, at 12032 (except for handicapped);
	South Yale Avenue, at 11520 (except for handicapped);
	South Yale Avenue, at 11731 (except for handicapped);
COLOM (35th Ward)	North Albany Avenue, at 2030 (except for handicapped);
	North Kedzie Avenue, at 2600 (except for handicapped);
	North Monticello Avenue, at 2737 (except for handicapped);
	North Troy Street, at 2644 (except for handicapped);
	North Whipple Street, at 2830 (except for handicapped);
BANKS (36th Ward)	North Mobile Avenue, at 2816 (except for handicapped);

Alderman	Location And Distance
	North Nashville Avenue, at 1731 (except for handicapped);
	North Oriole Avenue, at 3227 (except for handicapped);
	North Osage Avenue, at 3656 (except for handicapped);
	North Sayer Avenue, at 3631 (except for handicapped);
GILES (37th Ward)	North Latrobe Avenue, at 725 (except for handicapped);
	North Lawler Avenue, at 436 (except for handicapped);
	West Huron Street, at 5527 (except for handicapped);
	North Lotus Avenue, at 325 (except for handicapped);
	West Walton Street, at 4224 (except for handicapped);
ALLEN (38th Ward)	West Cornelia Avenue, at 4822 (except for handicapped);
	West Cullom Avenue, at 5510 (except for handicapped);
	North Leclaire Avenue, at 3737 (except for handicapped);
	North Octavia Avenue, at 3624 (except for handicapped);
LAURINO (39th Ward)	North Drake Avenue, at 5842 (except for handicapped);

Alderman	Location And Distance
	West Lawrence Avenue, at 3403 (except for handicapped);
DOHERTY (41st Ward)	North Naples Avenue, at 6036 (except for handicapped);
BERNARDINI (43rd Ward)	North Larrabee Street, at 1751 (except for handicapped);
LEVAR (45th Ward)	West Byron Street, at 5123 (except for handicapped);
	West Gunnison Street, at 6038 (except for handicapped);
	North Lemington Avenue, at 5225 (except for handicapped);
SCHULTER (47th Ward)	West Pensacola Avenue, at 2422 (except for handicapped);
STONE (50th Ward)	North Sacramento Avenue, at 6434 (except for handicapped);
	North Washtenaw Avenue, at 6224 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4327 SOUTH CAMPBELL AVENUE.

Alderman Olivo for Alderman Frias (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking

the words: "South Campbell Avenue, at 4327 (Handicapped Parking Permit 555)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4841 NORTH CENTRAL PARK AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Central Park Avenue, at 4841 (Handicapped Parking Permit 9622)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 667 WEST CORNELIA AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cornelia Avenue, at 667 (Handicapped Parking Permit 9067)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5841 SOUTH EMERALD AVENUE.

Alderman Tillman (3rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Emerald Avenue, at 5841 (Handicapped Parking Permit 7289)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9947 SOUTH EXCHANGE AVENUE.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Exchange Avenue, at 9947 (Handicapped Parking Permit 4126)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2618 SOUTH FARRELL STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Farrell Street, at 2618 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4738 WEST GEORGE STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West George Street, at 4738 (Handicapped Parking Permit 8618)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4859 WEST GRACE STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Grace Street, at 4859 (Handicapped Parking Permit 10054)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1228 NORTH HAMLIN AVENUE.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hamlin Avenue, at 1228 (Handicapped Parking Permit 6759)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5956 WEST IOWA STREET.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 5956 (Handicapped Parking Permit 8004)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6943 SOUTH KARLOV AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 17, 1995 which prohibited the

parking of vehicles at all times on portions of specified public ways by striking the words: "South Karlov Avenue, at 6943 (Handicapped Parking Permit 11414)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6510 SOUTH KEELER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 29, 1992 which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Keeler Avenue, at 6510 (Handicapped Parking Permit 6586)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7548 SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Dr. Martin Luther King, Jr. Drive, at 7548 (Handicapped Parking Permit 8653)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8010 SOUTH LAFAYETTE AVENUE.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South

Lafayette Avenue, at 8010 (Handicapped Parking Permit 10131)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5256 SOUTH LINDER AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Linder Avenue, at 5256 (Handicapped Parking Permit 1412)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2942 NORTH MENARD AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Menard Avenue, at 2942 (Handicapped Parking Permit 1538)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2816 NORTH MONT CLARE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Mont Clare Avenue, at 2816 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6214 SOUTH PARKSIDE AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 13, 1994 which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Parkside Avenue, at 6214 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 908 WEST ROSCOE STREET.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Roscoe Street, at 908 (Handicapped Parking Permit 10049)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6551 NORTH SACRAMENTO AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Sacramento Avenue, at 6551 (Handicapped Parking Permit 10032)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5047 NORTH ST. LOUIS AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North St. Louis Avenue, at 5047 (Handicapped Parking Permit 6139)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4421 SOUTH WALLACE STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wallace Street, at 4421 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4525 SOUTH WALLACE STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wallace Street, at 4525 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5759 NORTH WINTHROP AVENUE.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Winthrop Avenue, at 5759 (Handicapped Parking Permit 7861)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4233 WEST 55TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 29, 1992 which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 55th Street, at 4233 (Handicapped Parking Permit 6621)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3343 WEST 83RD PLACE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 83rd Place, at 3343 (Handicapped Parking Permit 9565)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 939 NORTH ASHLAND AVENUE.

Alderman Granato (1st Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 5321 South Paulina Street to a new location at 939 North Ashland Avenue (Handicapped Parking Permit 9949), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 1532 NORTH BOSWORTH AVENUE.

Alderman Granato (1st Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 4047 West Hirsch Street to a new location at 1532 North Bosworth Avenue (Handicapped Parking Permit 8312), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 4926 WEST MONTANA STREET.

Alderman Wojcik (30th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 868 North Marshfield Avenue to a new location at 4926 West Montana Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 4110 WEST OAKDALE AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 4037 West Nelson Street to a new location at 4110 West Oakdale Avenue (Anna

Deibicker: Applicant), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 4110 WEST OAKDALE AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 4037 West Nelson Street to a new location at 4110 West Oakdale Avenue (Nicholas Narkowski: Applicant), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
MURPHY (18th Ward)	South Lawndale Avenue (east side) from West 84th Place to West 85th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
ZALEWSKI (23rd Ward)	West 49th Street (south side) from South Cicero Avenue to the first alley east thereof -- 5:00 A.M. to 6:00 P.M. -- daily;

Alderman	Location, Distance And Time
	West 52nd Street (south side) from South Kostner Avenue to the first alley west thereof -- 8:00 A.M. to 10:00 A.M. -- daily;
MOORE (49th Ward)	North Sheridan Road (east side) in the 6400 and 6500 blocks -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AND DAYS AT DESIGNATED LOCATIONS FOR STREET CLEANING PURPOSES.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated, on the days and during the hours noted, for street cleaning purposes (weather permitting), which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Day And Time
SHILLER (46th Ward)	West Addison Street (north side) from North Halsted Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- third Thursday of each month (tow-away zone);
	West Addison Street (south side) from North Halsted Street to North Lake Shore Drive -- 7:00 A.M. to 9:00 A.M. -- every Friday (tow-away zone);

Alderman	Location, Day And Time
	West Agatite Avenue, from North Sheridan Road to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (south side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) fourth Wednesday of each month (tow-away zone);
	West Ainslie Street, from North Ashland Avenue to North Clark Street -- 9:00 A.M. to 1:00 P.M. (south side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Wednesday of each month (tow-away zone);
	West Ainslie Street, from Chicago Transit Authority elevated train viaduct to North Sheridan Road -- 9:00 A.M. to 1:00 P.M. (south side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Wednesday of each month (tow-away zone);
	West Argyle Street, from North Magnolia Avenue to North Clark Street -- 9:00 A.M. to 1:00 P.M. (north side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Wednesday of each month (tow-away zone);
	North Ashland Avenue (east side) from West Lawrence Avenue to West Foster Avenue -- 7:00 A.M. to 9:00 A.M. -- every Thursday (tow-away zone);

Alderman	Location, Day And Time
	North Beacon Street, from West Lawrence Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) third Wednesday of each month (tow-away zone);
	West Belle Plaine Avenue, from North Sheridan Road to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (south side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Friday of each month (tow-away zone);
	West Bittersweet Place, from North Clarendon Avenue to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	West Bradley Place, from North Fremont Avenue to North Broadway -- 9:00 A.M. to 1:00 P.M. (south side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) third Friday of each month (tow-away zone);
	North Broadway, from West Irving Park Road to West Cornelia Avenue -- 7:00 A.M. to 9:00 A.M. (west side) every Wednesday and 7:00 A.M. to 9:00 A.M. (east side) every Tuesday (tow-away zone);

Alderman	Location, Day And Time
	North Broadway, from West Lawrence Avenue to West Montrose Avenue -- 7:00 A.M. to 9:00 A.M. (east side) every Tuesday and 7:00 A.M. to 9:00 A.M. (west side) every Wednesday (tow-away zone);
	North Broadway, from West Montrose Avenue to West Irving Park Road -- 7:00 A.M. to 9:00 A.M. (west side) every Wednesday and 7:00 A.M. to 9:00 A.M. (east side) every Tuesday (tow-away zone);
	North Broadway (west side) from West Winona Street to West Winnemac Avenue -- 7:00 A.M. to 9:00 A.M. -- every Wednesday (tow-away zone);
	West Brompton Avenue, from North Halsted Street to North Broadway -- 9:00 A.M. to 1:00 P.M. (north side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Friday of each month (tow-away zone);
	West Brompton Avenue, from North Pine Grove Avenue to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. (north side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Friday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Buena Avenue, from Chicago Transit Authority elevated train tracks to North Sheridan Road -- 9:00 A.M. to 1:00 P.M. (south side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) third Wednesday of each month (tow-away zone);
	West Buena Avenue, from North Sheridan Road to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	West Carmen Avenue, from North Broadway to North Ashland Avenue -- 9:00 A.M. to 1:00 P.M. (north side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Wednesday of each month (tow-away zone);
	North Clarendon Avenue, from West Irving Park Road to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (west side) second Friday of each month (tow-away zone);
	North Clarendon Avenue, from West Lawrence Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) fourth Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	North Clark Street, from West Foster Avenue to West Lawrence Avenue -- 7:00 A.M. to 9:00 A.M. (west side) every Tuesday and 7:00 A.M. to 9:00 A.M. (east side) every Wednesday (tow-away zone);
	North Clark Street, from West Montrose Avenue to West Irving Park Road -- 7:00 A.M. to 9:00 A.M. (west side) every Wednesday and 7:00 A.M. to 9:00 A.M. (east side) every Tuesday (tow-away zone);
	North Clifton Avenue, from North Broadway to West Wilson Avenue -- 7:00 A.M. to 9:00 A.M. (east side) every Tuesday and 7:00 A.M. to 9:00 A.M. (west side) every Wednesday (tow-away zone);
	North Clifton Avenue, from West Montrose Avenue to West Sunnyside Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Wednesday of each month (tow-away zone);
	North Clifton Avenue, from West Wilson Avenue to North Broadway -- 9:00 A.M. to 1:00 P.M. (east side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) third Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Cornelia Avenue, from North Halsted Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. (south side) third Thursday of each month and 9:00 A.M to 1:00 P.M. (north side) third Friday of each month (tow-away zone);
	West Cullom Avenue, from North Hazel Street to North Broadway -- 9:00 A.M. to 1:00 P.M. (south side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Friday of each month (tow-away zone);
	West Cuyler Avenue, from North Sheridan Road to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	West Dakin Street, from North Sheridan Road to North Broadway -- 9:00 A.M. to 1:00 P.M. (north side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Friday of each month (tow-away zone);
	North Dayton Street, from dead end street to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (west side) second Friday of each month (tow-away zone);

Alderman	Location, Day And Time
	North Dover Street, from West Montrose Avenue to West Lawrence Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Wednesday of each month (tow-away zone);
	West Eastwood Avenue, from North Sheridan Road to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (south side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) fourth Wednesday of each month (tow-away zone);
	West Foster Avenue (south side) from North Ashland Avenue to North Broadway -- 7:00 A.M. to 9:00 A.M. -- every Wednesday (tow-away zone);
	North Fremont Street, from West Irving Park Road to West Waveland Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Friday of each month (tow-away zone);
	North Glenwood Avenue, from West Foster Avenue to West Ainslie Street -- 9:00 A.M. to 1:00 P.M. (east side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) second Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Gordon Terrace, from North Clarendon Avenue to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	West Gordon Terrace, from North Sheridan Road to North Broadway -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	West Grace Street, from North Sheffield Avenue to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. (south side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) third Friday of each month (tow-away zone);
	North Halsted Street, from North Sheridan Road (intersection with North Broadway) to West Cornelia Avenue -- 7:00 A.M. to 9:00 A.M. (east side) every Thursday and 7:00 A.M. to 9:00 A.M. (west side) every Friday (tow-away zone);
	North Hazel Street, from West Buena Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (west side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) second Friday of each month (tow-away zone);

Alderman	Location, Day And Time
	North Hazel Street, from West Montrose Avenue to West Wilson Avenue -- 9:00 A.M. to 1:00 P.M. (east side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) fourth Wednesday of each month (tow-away zone);
	West Hutchinson Street, from North Hazel Street to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (south side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Friday of each month (tow-away zone);
	West Irving Park Road, from North Clark Street to North Sheridan Road -- 7:00 A.M. to 9:00 A.M. (south side) every Thursday and 7:00 A.M. to 9:00 A.M. (north side) every Friday (tow-away zone);
	West Irving Park Road, from North Marine Drive to North Sheridan Road -- 7:00 A.M. to 9:00 A.M. (south side) every Thursday and 7:00 A.M. to 9:00 A.M. (north side) every Friday (tow-away zone);
	North Janssen Avenue, from West Argyle Street to West Ainslie Street -- 9:00 A.M. to 1:00 P.M. (west side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) second Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Junior Terrace, from North Hazel Street to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (north side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) second Friday of each month (tow-away zone);
	North Kenmore Avenue, from West Irving Park Road to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) third Wednesday of each month (tow-away zone);
	North Kenmore Avenue, from West Lawrence Avenue to West Ainslie Street -- 9:00 A.M. to 1:00 P.M. (east side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) second Wednesday of each month (tow-away zone);
	North Kenmore Avenue, from West Sunnyside Avenue to West Lawrence Avenue -- 9:00 A.M. to 1:00 P.M. (east side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) fourth Wednesday of each month (tow-away zone);
	North Lake Shore Drive (west side) from West Cornelia Avenue to West Irving Park Road -- 7:00 A.M. to 9:00 A.M. -- every Thursday (tow-away zone);
	North Lake Shore Drive (east side) from West Cornelia Avenue to West Irving Park Road -- 9:00 A.M. to 1:00 P.M. -- third Thursday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Lakeside Place, from North Sheridan Road to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (south side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) fourth Wednesday of each month (tow-away zone);
	West Lawrence Avenue, from North Lake Shore Drive to North Ashland Avenue -- 7:00 A.M. to 9:00 A.M. (south side) every Thursday and 7:00 A.M. to 9:00 A.M. (north side) every Friday (tow-away zone);
	West Leland Avenue, from North Broadway to North Marine Drive -- 9:00 A.M. to 1:00 P.M. (north side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (south side) fourth Wednesday of each month (tow-away zone);
	West Leland Avenue, from North Dover Street to North Broadway -- 9:00 A.M. to 1:00 P.M. (north side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Wednesday of each month (tow-away zone);
	North Magnolia Avenue, from West Argyle Street to West Lawrence Avenue -- 9:00 A.M. to 1:00 P.M. (east side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) second Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	North Magnolia Avenue, from West Lawrence Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (east side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (west side) third Wednesday of each month (tow-away zone);
	North Malden Street, from West Lawrence Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Wednesday of each month (tow-away zone);
	North Marine Drive, from West Irving Park Road to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (west side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) second Friday of each month (tow-away zone);
	North Marine Drive, from West Lawrence Avenue to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (west side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) fourth Wednesday of each month (tow-away zone);
	West Montrose Avenue, from North Clark Street to North Dover Street -- 7:00 A.M. to 9:00 A.M. (north side) every Thursday and 7:00 A.M. to 9:00 A.M. (south side) every Wednesday (tow-away zone);

Alderman	Location, Day And Time
	West Montrose Avenue, from North Marine Drive to North Broadway -- 7:00 A.M. to 9:00 A.M. (north side) every Thursday and 7:00 A.M. to 9:00 A.M. (south side) every Wednesday (tow-away zone);
	West Patterson Avenue, from North Broadway to North Pine Grove Avenue -- 9:00 A.M. to 1:00 P.M. (south side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (north side) third Friday of each month (tow-away zone);
	North Pine Grove Avenue, from West Cornelia Avenue to West Irving Park Road -- 9:00 A.M. to 1:00 P.M. (west side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Friday of each month (tow-away zone);
	North Racine Avenue, from West Montrose Avenue to West Sunnyside Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Wednesday of each month (tow-away zone);
	North Racine Avenue, from West Wilson Avenue to West Lawrence Avenue -- 9:00 A.M. to 1:00 P.M. (west side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Wednesday of each month (tow-away zone);
	North Sheridan Road (west side) from West Ainslie Street to West Lawrence Avenue -- 7:00 A.M. to 9:00 A.M. -- every Wednesday (tow-away zone);

Alderman	Location, Day And Time
	North Sheffield Avenue, from West Grace Street to West Sheridan Road -- 9:00 A.M. to 1:00 P.M. (west side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) third Friday of each month (tow-away zone);
	North Sheridan Road, from West Irving Park Road to West Montrose Avenue -- 9:00 A.M. to 1:00 P.M. (west side) second Thursday of each month and 9:00 A.M. to 1:00 P.M. (east side) second Friday of each month (tow-away zone);
	North Sheridan Road, from West Lawrence Avenue to West Montrose Avenue -- 7:00 A.M. to 9:00 A.M. (east side) every Tuesday and 7:00 A.M. to 9:00 A.M. (west side) every Wednesday (tow-away zone);
	North Sheridan Road, from West Sheridan Road (West Byron Street) to West Irving Park Road -- 7:00 A.M. to 9:00 A.M. (east side) every Thursday and 7:00 A.M. to 9:00 A.M. (west side) every Friday (tow-away zone);
	West Sheridan Road, from North Sheridan Road to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. (north side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Friday of each month (tow-away zone);

Alderman	Location, Day And Time
	West Sunnyside Avenue, from North Broadway to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (north side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (south side) fourth Wednesday of each month (tow-away zone);
	West Sunnyside Avenue, from North Dover Street to North Clifton Avenue -- 9:00 A.M. to 1:00 P.M. (south side) third Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) third Wednesday of each month (tow-away zone);
	West Waveland Avenue, from North Wilton Avenue to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. (north side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (south side) third Friday of each month (tow-away zone);
	West Wilson Avenue, from North Broadway to North Marine Drive -- 7:00 A.M. to 9:00 A.M. (north side) every Tuesday and 7:00 A.M. to 9:00 A.M. (south side) every Wednesday (tow-away zone);
	West Wilson Avenue, from North Dover Street to North Broadway -- 7:00 A.M. to 9:00 A.M. (north side) every Tuesday and 7:00 A.M. to 9:00 A.M. (south side) every Wednesday (tow-away zone);

Alderman	Location, Day And Time
	North Wilton Avenue, from West Sheridan Road to West Waveland Avenue -- 9:00 A.M. to 1:00 P.M. (east side) third Thursday of each month and 9:00 A.M. to 1:00 P.M. (west side) third Friday of each month (tow-away zone);
	West Winona Street, from North Ashland Avenue to North Broadway -- 9:00 A.M. to 1:00 P.M. (south side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Wednesday of each month (tow-away zone);
	West Windsor Avenue, from North Sheridan Road to North Clarendon Avenue -- 9:00 A.M. to 1:00 P.M. (south side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) fourth Wednesday of each month (tow-away zone);
	West Winnemac Avenue, from North Ashland Avenue to North Broadway -- 9:00 A.M. to 1:00 P.M. (south side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (north side) second Wednesday of each month (tow-away zone);
	North Winthrop Avenue, from West Lawrence Avenue to West Ainslie Street -- 9:00 A.M. to 1:00 P.M. (west side) second Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) second Wednesday of each month (tow-away zone);

Alderman	Location, Day And Time
	North Winthrop Avenue, from West Lawrence Avenue to North Kenmore Avenue -- 9:00 A.M. to 1:00 P.M. (west side) fourth Tuesday of each month and 9:00 A.M. to 1:00 P.M. (east side) fourth Wednesday of each month (tow-away zone);
MOORE (49th Ward)	West Jarvis Avenue, from North Ashland Avenue to North Greenview Avenue -- 7:00 A.M. to 9:00 A.M. (north side) Monday and Wednesday and 7:00 A.M. to 9:00 A.M. (south side) Tuesday and Thursday (April 1 to November 15).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF SOUTH NEVA AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Neva Avenue (east side) from West 54th Street to the first alley north of West Archer Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "South Neva Avenue (east side) from West 54th Street to the first alley north of West Archer Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF WEST 52ND STREET.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West 52nd Street (south side) from South Kostner Avenue to the first alley west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West 52nd Street (south side) from South Kostner Avenue to the first alley west thereof -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and 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
OLIVO for *FRIAS* (12th Ward)	West 46th Street (north side) from 1826 -- 1900 -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday;
EVANS for *FRIAS* (12th Ward)	South Wolcott Avenue (west side) in the 4600 block -- 8:30 A.M. to 4:00 P.M. -- Monday through Friday;
EVANS (21st Ward)	South Peoria Street, in the 8100 block -- 12:00 Noon to 11:00 P.M. -- daily; West 95th Place, in the 400 block -- 6:00 A.M. to 6:00 P.M. -- Friday through Sunday; West 97th Place (both sides) in the 1200 block -- 12:00 Noon to 12:00 Midnight -- daily;

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	South Karlov Avenue (both sides) in the 4900 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	South Latrobe Avenue (both sides) in the 5200 block, from South Archer Avenue to West 52nd Street -- at all times;
CHANDLER (24th Ward)	West 19th Street (both sides) in the 3000 block -- at all times;
BURNETT (27th Ward)	North Artesian Avenue (both sides) in the 500 block -- 5:00 P.M. to 12:00 Midnight -- daily;
	West Ohio Street (both sides) in the 2400 block -- 5:00 P.M. to 12:00 Midnight -- daily;
E. SMITH (28th Ward)	North Drake Avenue (both sides) in the 500 block -- at all times;
BURRELL (29th Ward)	North Menard Avenue (west side) from West Midway Park to the first alley south thereof -- at all times -- daily;
WOJCIK (30th Ward)	West Nelson Street (both sides) in the 5000 block -- at all times;
GABINSKI (32nd Ward)	West Haddon Avenue (both sides) in the 2300 block -- at all times -- daily;
	North Oakley Boulevard (both sides) in the 1100 block -- at all times -- daily;

Alderman	Location, Distance And Time
	West Thomas Street (both sides) in the 2300 block -- at all times -- daily;
AUSTIN (34th Ward)	South Union Avenue (west side) between West 100th Street and West 101st Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
COLOM (35th Ward)	North Albany Avenue (both sides) in the 2700 block -- at all times;
	North Lawndale Avenue (both sides) in the 2700 block -- at all times;
BANKS (36th Ward)	West Wabansia Avenue (both sides) in the 6000 block -- at all times;
LAURINO (39th Ward)	West Wilson Avenue (north side) from 3722 -- 3754 and West Wilson Avenue (south side) from 3701 to end of block -- at all times;
DOHERTY (41st Ward)	West Arthur Avenue, in the 7100 block, from North Harlem Avenue to North Neva Avenue -- at all times;
BERNARDINI (43rd Ward)	North Mohawk Street (both sides) in the 1900 block -- 6:00 P.M. to 6:00 A.M. -- daily;

Alderman	Location, Distance And Time
HANSEN (44th Ward)	West Addison Street (north side) from the east side of North Ashland Avenue to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Bosworth Avenue (both sides) from the north side of West Addison Street to the south side of West Grace Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	West Byron Street (south side) from the east side of North Greenview Avenue to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	West Grace Street (both sides) from the east side of North Greenview Avenue to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Greenview Avenue (both sides) from West Addison Street to West Grace Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Greenview Avenue (east side) from West Grace Street to the south side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Janssen Avenue (both sides) from the north side of West Addison Street to the south side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Lakewood Avenue (both sides) from the north side of West Addison Street to the south side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);

Alderman	Location, Distance And Time
	North Magnolia Avenue (both sides) from the north side of West Addison Street to West Grace Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	West Patterson Avenue (both sides) from North Racine Avenue to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Racine Avenue (both sides) from the north side of West Addison Street to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Southport Avenue (both sides) from the north side of West Addison Street to the south side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	West Waveland Avenue (both sides) from the east side of North Ashland Avenue to the west side of North Clark Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Wayne Avenue (both sides) from the north side of West Addison Street to the south side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
LEVAR (45th Ward)	West Balmoral Avenue (both sides) between North Forest Glen Avenue and North Lawler Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;

Alderman	Location, Distance And Time
SCHULTER (47th Ward)	West Byron Street (north side) from the west side of North Clark Street to the east side of North Ashland Avenue -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	West Grace Street (north side) from the west side of North Greenview Avenue to the east side of North Ashland Avenue -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Greenview Avenue (both sides) from the north side of West Grace Street to the south side of West Irving Park Road -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Janssen Avenue (both sides) from the north side of West Byron Street to the south side of West Irving Park Road -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Lakewood Avenue (both sides) from the south side of West Irving Park Road to the north side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
	North Wayne Avenue (both sides) from the south side of West Irving Park Road to the north side of West Byron Street -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 383);
STONE (50th Ward)	West Estes Avenue (north side) in the 2000 and 2100 blocks -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST FARRAGUT AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Farragut Avenue (both sides) in the 7100 block -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE AT 2600 NORTH FRANCISCO AVENUE.

Alderman Colom (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Francisco Avenue, at 2600 -- 3:30 P.M. to 10:00 P.M." and inserting in lieu thereof: "North Francisco Avenue, at 2600 -- 4:30 P.M. to 10:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST MELROSE STREET.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Melrose Street (both sides) in the 600 and 700 blocks -- 5:00 P.M. to 4:00 A.M. -- daily (extension of Zone 384)" and inserting in lieu thereof: "West Melrose Street (north side) from a point 366 feet west of North Broadway, to a point 85 feet east of North Halsted Street and (south side) from a point 55 feet west of North Broadway to North Halsted Street -- 5:00 P.M. to 4:00 A.M. -- daily (Zone 384)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH MERRIMAC AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a residential permit parking zone on both sides of the 5400 block of South Merrimac Avenue, from 7:00 A.M. to 2:30 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR DESIGNATION OF SERVICE DRIVE/PARALLEL PARKING AT 3449 -- 3451 WEST ALTGELD STREET.

Alderman Colom (35th Ward) presented a proposed order to consider the designation of a service drive and permit parallel parking on West Altgeld Street, at 3449 -- 3451, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Speed
JONES (15th Ward)	South Claremont Avenue, from West 71st Street to West 74th Street -- twenty miles per hour;
MURPHY (18th Ward)	West 86th Street, in the 3800 block -- twenty-five miles per hour;

Alderman	Location And Speed
ZALEWSKI (23rd Ward)	South Keeler Avenue, in the 5100 and 5200 blocks -- twenty miles per hour.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	South Oak Park Avenue (west side) from a point 375 feet south of the southwest corner of West 62nd Street, to a point 423 feet south thereof -- at all times (no exceptions); South Oak Park Avenue, at 6235 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
BURNETT (27th Ward)	West Kinzie Street (south side) from North Green Street to North Desplaines Street -- at all times -- daily; West Kinzie Street (north side) from North Green Street to North Halsted Street -- at all times -- daily; North Wells Street, at 1414 (both sides of driveway) at all times (no exceptions);

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	North Wabash Avenue, at 401 (north of main entrance canopy) to extend approximately 60 feet (three parking spaces) at all times -- daily.

Referred -- ESTABLISHMENT OF STANDING ZONE/TOW-AWAY ZONE AT 220 EAST CHICAGO AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a fifteen minute standing zone/tow-away zone on East Chicago Avenue, at 220 (along North Mies van der Rohe Way side of building) at all times, daily, and require that unattended vehicles parked in said zone must have lights flashing, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
RUGAI (19th Ward)	West 113th Street and South Western Avenue;
SHILLER (46th Ward)	West Addison Street and North Pine Grove Avenue.

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen 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
GRANATO for *HAITHCOCK* (2nd Ward)	South Federal Street and West 14th Street -- "All-Way Stop";
EVANS for *SHAW* (9th Ward)	South Rhodes Avenue and East 101st Street -- "Three-Way Stop";
BUCHANAN (10th Ward)	East 131st Street, at South Brandon Avenue -- "Stop";
HUELS (11th Ward)	South Damen Avenue, at West 36th Street -- "Stop";
OLIVO (13th Ward)	North/south alley between South Kostner Avenue and South Kenneth Avenue, from 6600 to 6700 -- "No Through Traffic";
JONES (15th Ward)	West 58th Street and South Wood Street -- "Two-Way Stop";
	West 66th Street and South Winchester Avenue -- "Stop";
COLEMAN (16th Ward)	South Morgan Street, at West 56th Street -- "Stop" ;
	West 53rd Street and South Loomis Street -- "Three-Way Stop";

Alderman	Location And Type Of Sign
RUGAI (19th Ward)	South Bell Avenue, at West 113th Street and West 113th Place -- "Three-Way Stop";
EVANS (21st Ward)	South Ada Street, at West 114th Street -- "Stop";
	South Morgan Street, at West 90th Street -- "Stop";
	South Sangamon Street and West 81st Street -- "Stop";
	South Sangamon Street, at West 86th Street -- "Stop";
	West 92nd Street, at South May Street -- "Two-Way Stop";
	West 94th Street and South Green Street -- "All-Way Stop";
	West 95th Street, at South Emerald Avenue -- "U-Turn Permitted";
MUNOZ (22nd Ward)	West 27th Street and South Komensky Avenue -- "Four-Way Stop";
BURNETT (27th Ward)	West Grand Avenue, at 1249 (first alley east of North Ogden Avenue) -- "Do Not Enter";
	West Huron Street, at North Rockwell Street -- "Do Not Enter";
	West Locust Street and North Orleans Street -- "Four-Way Stop";
	North Orleans Street, at West Locust Street -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	West Race Street, at North Leavitt Street -- "Stop";
E. SMITH (28th Ward)	West Cermak Road, at South Lawndale Avenue -- "Stop";
	South Springfield Avenue, at West Wilcox Street -- "Stop";
BURRELL (29th Ward)	West Lexington Street (north side) from South Laramie Avenue to South Lockwood Avenue -- "No Parking -- Monday Through Saturday -- 8:00 A.M. To 6:00 P.M.";
MELL (33rd Ward)	North Drake Avenue and West Grace Street, stopping westbound traffic on West Grace Street, North Troy Street and eastbound traffic on West Belle Plaine Avenue -- "Two-Way Stop";
AUSTIN (34th Ward)	South State Street, at 116th Street -- "Stop";
	South Wentworth Avenue, at West 104th Street -- "Stop";
	West 103rd Street and South Princeton Avenue -- "Four-Way Stop";
COLOM (35th Ward)	North St. Louis Avenue and West Schubert Avenue -- "Stop";
BANKS (36th Ward)	West Addison Street, at North Normandy Avenue -- "Do Not Enter";

Alderman	Location And Type Of Sign
	West Belmont Avenue and North Rutherford Avenue (northeast corner) -- "No Parking Here To Corner";
	West Grand Avenue and North Oak Park Avenue -- "No Turn On Red";
	West Wolfram Street, at North Sayre Avenue -- "Stop";
ALLEN (38th Ward)	West Cuyler Avenue, at North Mobile Avenue -- "Stop";
	West Dakin Street, at North Neenah Avenue -- "Stop";
LAURINO (39th Ward)	West Devon Avenue, at North Ridgeway Avenue -- "U-Turn Permitted";
	North Forest Glen Avenue, at North Ionia Avenue -- "Stop";
O'CONNOR (40th Ward)	West Norwood Avenue, at North Hamilton Avenue -- "Stop";
	West Norwood Avenue, at North Hoyne Avenue -- "Stop";
NATARUS (42nd Ward)	South Loomis Street and West Lexington Street -- "All-Way Stop";
LEVAR (45th Ward)	North Lockwood Avenue, at West Agatite Avenue -- "Stop";

Alderman	Location And Type Of Sign
SHILLER (46th Ward)	West Addison Street and North Pine Grove Avenue -- "Four-Way Stop";
MOORE (49th Ward)	West Jarvis Avenue, from North Ashland Avenue to North Greenview Avenue and North Greenview Avenue, from West Sherwin Avenue to West Fargo Avenue -- "Public Drinking Prohibited";
STONE (50th Ward)	West Claremont Avenue, at North Birchwood Avenue -- "One-Way Stop".

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
STREETER (17th Ward)	West 71st Street, from South Ashland Avenue to South Wolcott Avenue;
E. SMITH (28th Ward)	South Kilpatrick Avenue, from West Madison Street to West Jackson Boulevard;
ALLEN (38th Ward)	North Major Avenue, in the 4000 block.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION 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 BUCHANAN (10th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 32-B bounded by:

East 131st Street; South Baltimore Avenue; the public alley next south of and parallel to East 131st Street; the public alley next west of and parallel to South Baltimore Avenue; East 132nd Street; and South Houston Avenue.

BY ALDERMAN ZALEWSKI (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-N bounded by:

a line 159 feet south of and parallel to West 51st Street; the alley next east of South Rutherford Avenue; a line 184 feet south of and parallel to West 51st Street; and South Rutherford Avenue.

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:

West Cullerton Street; a line 222.62 feet east of and parallel to South Morgan Street; a line 120.8 feet south of and parallel to West Cullerton Street; and South Morgan Street.

BY ALDERMAN WOJCIK (30th Ward):

To classify as a B3-2 General Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 11-K bounded by:

a line 347 feet south of West Cullom Avenue; North Pulaski Road; West Belle Plaine Avenue; and the alley next west of and parallel to North Pulaski Road, or the line thereof if extended where no alley exists.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-H bounded by:

the alley next north of West Bloomingdale Avenue; North Honore Street; a line 25 feet north of West Bloomingdale Avenue; and the alley next west of North Honore Street.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by:

West Wrightwood Avenue; North Sheffield Avenue; West Lill Avenue; and the alley next east of and parallel to North Seminary Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented forty-seven 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
HAITHCOCK (2nd Ward)	Folio Square Condominium Association;
	899 South Plymouth Court Condominium Association;
PRECKWINKLE (4th Ward)	Barclay Condominiums;
	Four Corners II Condominium (3);
	4900 Drexel Cooperative Apartment Corporation;
STEELE (6th Ward)	7935 -- 7941 South State Condominium Association;
DIXON (8th Ward)	8210 -- 8216 South Jeffery Condominium Association (2);
BUCHANAN (10th Ward)	Ms. Dorothy C. Sullivan;
BURKE (14th Ward)	Mr. Michael R. Kubiak;
ZALEWSKI (23rd Ward)	Mr. Norman T. Pacyga, Sr.;
	Mr. William D. Rochon;
	Mr. Stanley Vlasic;
	Mr. Joseph Wolski;
BURRELL (29th Ward)	Mr. Charles E. Johnson;
GILES (37th Ward)	Ohio Condominium Association (2);

Alderman	Claimant
LAURINO (39th Ward)	Mr. Paul F. Behof;
	Ms. Elizabeth M. Infanger;
	Mr. Douglas M. Skarstein;
DOHERTY (41st Ward)	Ms. Linnea Maria Doden;
	Friendly Village Number 2 Condominium Association;
	Mr. Harry Joseph Mazzoni;
	Norwood Village Condominium Association;
	Williamsburg Condominium Association;
NATARUS (42nd Ward)	Carl Sandburg Village Condominium Association Number 1;
	Mr. Thomas E. Radtke;
	21 East Chestnut Condominium Association;
	30 East Division Condominium Association;
	50 East Bellevue Condominium Association;
	100 East Huron Street Condominium Association;
	223 East Delaware Corporation;
	368 West Huron Condominium Association;
	850 Dewitt Condominium Association;

Alderman	Claimant
	1100 North Lake Shore Drive Condominium;
	1366 Dearborn Parkway Condominium;
	LaSalle Terrace Condominium Association;
HANSEN (44th Ward)	The Brewster Condominium Association;
	420 West Aldine Condominium Association;
	555 Cornelia Condominium Association;
	2970 Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Board of Managers of Sans Souci Condominium;
	Gunnison Point Condominium Association;
	Wilson Court Condominium;
M. SMITH (48th Ward)	5100 Marine Drive Condominium Association.

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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 GRANATO (1st Ward):

Referred -- EXEMPTION OF MR. RICH ALCALA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 1733 WEST CHICAGO AVENUE.

A proposed ordinance to exempt Mr. Rich Alcala from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 1733 West Chicago Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF TAUKE AND VELEZ LIMITED FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 218 -- 220 SOUTH BELL AVENUE.

A proposed ordinance to exempt Tauke and Velez Limited from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 218 -- 220 South Bell Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct cul-de-sacs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On South Campbell Avenue, south of West Harrison Street; and

On West Flournoy Street, east of South Maplewood Avenue.

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1996 City fees to the University of Chicago under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the University of Chicago for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

The University of Chicago, File No. 25 -- to maintain and use a concrete pipe vault on the north curb line of East 60th Street, fifteen feet west of the west curb line of South Kenwood Avenue; also two steel conduits under and across East 60th Street and under the west side public sidewalk of South Kenwood Avenue;

The University of Chicago, File No. 29 -- to maintain and use a steam main and a return main at the south curb line of East 60th Street, east of the east curb line of South Ingleside Avenue and under and across South Drexel Avenue;

The University of Chicago, File No. 45 -- to maintain and use a concrete duct adjacent to 5801 South Ellis Avenue; and

The University of Chicago, File No. 46 -- to maintain and use chilled water pipes adjacent to 5801 South Ellis Avenue.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLES AT SPECIFIED LOCATIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct traffic circles at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On East 69th Street, at South East End Avenue and/or South Ridgeland Avenue;

On East 69th Street, at South Cornell Avenue; on East 69th Street, at South Constance Avenue; and on East 69th Street, at South Euclid Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 7240 SOUTH STONY ISLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to The Holland Design Group, Inc. to install a sign/signboard at 7240 South Stony Island Avenue, which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Commissioner of Transportation to give consideration to the installation of cul-de-sacs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On South Bennett Avenue, north of East 71st Street;

On South Constance Avenue, north of East 71st Street;

On South Cregier Avenue, north of East 71st Street; and

On South East End Avenue, north of East 71st Street.

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF DEMOLITION LIEN ON PROPERTY AT 7142 SOUTH HALSTED STREET.

A proposed ordinance authorizing the Corporation Counsel to waive the demolition lien in the amount of Three Thousand Eight Hundred Twenty-six and no/100 Dollars ($3,826.00) entered against the True Temple of Solomon, on property located at 7142 South Halsted Street, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF SAINT MARK UNITED METHODIST CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 8441 SOUTH ST. LAWRENCE AVENUE.

Also, a proposed ordinance to exempt Saint Mark United Methodist Church from the physical barrier requirement pertaining to alley accessibility for the

parking facilities for 8441 South St. Lawrence Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. GEOFFREY S. PORTER TO CONSTRUCT, MAINTAIN AND USE DORMER EXTENSION ADJACENT TO 8859 SOUTH OGLESBY AVENUE.

A proposed ordinance to grant permission and authority to Mr. Geoffrey S. Porter to construct, install, maintain and use a second story dormer extension adjacent to the premises at 8859 South Oglesby Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward)
And OTHERS:

Referred -- WOMEN IN CHICAGO ENCOURAGED TO UTILIZE CITY'S "A REMINDER FOR LIFE" PUBLIC EDUCATION PROGRAM DURING BREAST CANCER AWARENESS MONTH.

A proposed resolution, presented by Aldermen Dixon, Tillman, Preckwinkle, Holt, Coleman, Rugai, Troutman, Austin, Colom, Laurino, Shiller and M. Smith, urging women in Chicago (age 35 and above) to receive mammograms and annual professional breast exams as a defense against breast cancer, and take advantage of the City's Department of Health "A Reminder for Life" public education program during National Breast Cancer Awareness Month, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- WAIVER OF PERMIT FEES FOR PARTICIPANTS IN SAINT FLORIAN ATHLETIC ASSOCIATION SPORTS EVENT.

A proposed order authorizing the Director of Revenue to waive the permit fees for participants in Saint Florian Athletic Association Sports Event to be held on December 2, 1995 at Saint Florian Gym, 3105 East 131st Street, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BUCHANAN (10th Ward), ALDERMAN BEAVERS (7th Ward) And ALDERMAN ALLEN (38th Ward):

Referred -- AMENDMENT OF TITLE 17, ARTICLE 7, SECTIONS 7.4-1 AND 7.4-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO FURTHER REGULATE SPECIAL USES IN RESIDENTIAL DISTRICTS.

A proposed ordinance to amend Title 17, Article 7, Sections 7.4-1 and 7.4-4 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would disallow "Group Community Homes" as a special use within R1 Single-Family Residence Districts and allow said homes as a special use within R3 General Residence Districts, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 17, ARTICLE 7, SECTION 7.4-3(2) OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO DISALLOW TRANSITIONAL SHELTERS AS SPECIAL USES IN R3 GENERAL RESIDENCE DISTRICTS.

Also, a proposed ordinance, presented by Aldermen Buchanan, Beavers and

Allen, to amend Title 17, Article 7, Section 7.4-3(2) of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would allow "Transitional Shelters" as a special use within R3 General Residence Districts, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 17, ARTICLES 7 AND 10 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) RELATING TO TRANSITIONAL RESIDENCES, TRANSITIONAL SHELTERS AND TEMPORARY SHELTERS IN CERTAIN ZONING DISTRICTS.

Also, a proposed ordinance, presented by Aldermen Buchanan, Beavers and Allen, to amend Title 17, Article 7, Section 7.4-4 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would allow "Transitional Residences" as a special use in R4 General Residence Districts and disallow said residences within R1 Single-Family Residence Districts and further, prohibit "Transitional Shelters" and "Temporary Overnight Shelters", including below the second floor, in M1-1 through M1-5 Restricted Manufacturing Districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH WOLCOTT AVENUE AS "REVEREND GRANDEE DUNCAN DRIVE".

A proposed ordinance authorizing the Commissioner of Transportation to honorarily designate that part of South Wolcott Avenue, lying directly north of West 64th Street, as "Reverend Grandee Duncan Drive" and install the necessary signs along said public way, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO AMEND CHAPTER 235, SECTIONS 5/4-2 THROUGH 5/4-4 OF ILLINOIS COMPILED STATUTES TO ESTABLISH CERTAIN REQUIREMENTS FOR APPOINTMENT OF DIRECTOR OF MAYOR'S LICENSE COMMISSION.

Also, a proposed resolution urging the Illinois General Assembly to amend Chapters 235, Sections 5/4-2 through 5/4-4 of the Illinois Compiled Statutes (Illinois Liquor Control Act) to require the duly appointed director of the Mayor's License Commission to be a member of the Chicago Police Department with the rank of lieutenant or higher, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF PICKUP TRUCKS AND/OR VANS ON RESIDENTIAL STREETS WITHIN SIXTEENTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago by exempting the 16th Ward from the regulations which prohibit the parking of pickup trucks and/or vans weighing less than 4,500 pounds on residential streets, provided the owner of such vehicle does not have outstanding parking violations and the vehicle bears a special parking permit, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- EXEMPTION OF MR. GREGORY W. STREB FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 7816 SOUTH WESTERN AVENUE.

A proposed ordinance to exempt Mr. Gregory W. Streb from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7816 South Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3647 WEST 83RD STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sign-A-Rama, U.S.A. to install a sign/signboard at 3647 West 83rd Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR SCHOOL PURPOSES.

Five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days for the 1995 -- 1996 school year, during the periods

noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Chicago Board of Education/Cardenas Elementary School -- between 2300 and 2400 South Millard Avenue, during the hours of 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M.;

Chicago Board of Education/Joseph E. Gary Elementary School -- between 3700 and 3800 West 30th Street, during the hours of 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M.;

Chicago Board of Education/Ignance Padrewski Elementary School -- between West 22nd Street and West 23rd Street, during the hours of 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M.;

Chicago Board of Education/Eli Whitney Elementary School -- between 2800 and 3000 South Komensky Avenue, during the hours of 8:45 A.M. to 9:45 A.M. and 2:15 P.M. to 2:45 P.M.;

Epiphany Peace School -- between 4200 and 4300 West 25th Street, during the hours of 7:30 A.M. to 8:15 A.M. and 1:45 P.M. to 2:15 P.M..

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL BANK & TRUST COMPANY, UNDER TRUST NUMBER 76520, TO MAINTAIN AND USE PORTION OF PUBLIC RIGHT-OF-WAY ADJACENT TO 5400 SOUTH CICERO AVENUE.

A proposed ordinance to grant permission and authority to American National Bank and Trust Company, under Trust No. 76520, to maintain and use a portion of the public right-of-way to expand the motel parking area adjacent to 5400 South Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Gacek Enterprises, Inc. -- 5209 South Archer Avenue;

Mr. Stan Labno/Stan's Auto Body -- 5243 South Archer Avenue; and

Terken Builders, Inc. -- 5701 -- 5703 West 55th Street.

Referred -- STANDARDIZATION OF PORTION OF SOUTH NATCHEZ AVENUE AS "ED AND JOSEPHINE GRIBAC WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 5200 block of South Natchez Avenue as "Ed and Josephine Gribac Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PLAT OF TYLER, LANGDON, MAC KINZIE AND SAVANNAH'S SUBDIVISION -- UNIT 1 AND PROVIDING FOR DEDICATION OF SUNDRY STREETS AND ALLEYS.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Tyler, Langdon, MacKinzie and Savannah's Subdivision -- Unit 1 located in the former Indiana Harbor Belt Railroad right-of-way and providing for the dedication of sundry streets and alleys, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF WEST 15TH STREET.

A proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on West 15th Street, west of South Albany Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3429 WEST ARTHINGTON STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Sears, Roebuck and Co. to construct, maintain and use one canopy to be attached or attached to the building or structure at 3429 West Arthington Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Sure Light Sign Co. -- for one sign/signboard at 5101 West Harrison Street (Michele Clark Middle School); and

Universal Outdoor, Inc. -- for one sign/signboard at 5001 West Polk Street.

Referred -- REQUEST FOR REVIEW OF "911" TAPES OF SEPTEMBER 13, 1995 CONCERNING RESIDENTIAL FIRE AT 1953 SOUTH AVERS AVENUE.

Also, a proposed resolution requesting the Fire Department to make available to the City Council the "911" emergency tapes of September 13, 1995, recorded between 2:45 P.M. and 3:45 P.M., for review in order to determine the possible cause for the Fire Department's delay in responding to a fire at 1953 South Avers Avenue, which was *Referred to the Committee on Police and Fire.*

Referred -- BISHOP MICHAEL DEMPSEY HONORED FOR OUTSTANDING COMMUNITY SERVICE AND PORTION OF SOUTH KEELER AVENUE HONORARILY DESIGNATED AS "FATHER MICHAEL DEMPSEY AVENUE".

Also, a proposed resolution lauding Bishop Michael Dempsey for his many outstanding contributions to the community and honorarily designating South Keeler Avenue, from West 14th Street to West 16th Street, as "Father Michael Dempsey Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRATITUDE EXTENDED TO UNITED BAPTIST CHURCH FOR ITS OUTSTANDING CONTRIBUTIONS AND PORTION OF WEST ROOSEVELT ROAD HONORARILY DESIGNATED AS "UNITED BAPTIST CHURCH ROAD".

Also, a proposed resolution expressing gratitude to the United Baptist Church for outstanding contributions to its community, declaring October 8, 1995 as "United Baptist Church Day" and honorarily designating West Roosevelt Road, from South Keeler Avenue to South Cicero Avenue, as "United Baptist Church Road", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANT OF PRIVILEGE TO DOVER INDUSTRIAL CHROME, INC. TO CONSTRUCT, MAINTAIN AND USE MANHOLE/ SAMPLING CHAMBER ADJACENT TO 2929 NORTH CAMPBELL AVENUE.

A proposed ordinance to grant permission and authority to Dover Industrial Chrome, Inc. to construct, install, maintain and use a manhole/sampling chamber adjacent to the premises at 2929 North Campbell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF NORTH OGDEN AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of North Ogden Avenue lying between the north line of West Scott Street and the southwesterly line of North Clybourn Avenue for the Chicago Housing Authority (File No. 4-27-94-1860); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett 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 Burnett, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 770 NORTH OGDEN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Universal Outdoor, Inc. to install a sign/signboard at 770 North Ogden Avenue, which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST HUBBARD STREET AS "ORLANDO 'WURLEY' CATANESE STREET".

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate the 1300 block of West Hubbard Street, from North Ogden Avenue to North Noble Street, as "Orlando 'Wurley' Catanese Street", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue

permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. Roman P. Badiola -- for one canopy at 1132 West Fulton Market; and

Mr. Samuel J. Lustman -- for one canopy at 939 West Fulton Street.

Referred -- APPROVAL OF PROPERTY AT 3114 --3146 WEST CARROLL AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 3114 -- 3146 West Carroll Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 32, SECTION 010 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING COLOR CODING OF BUILDING PERMITS.

A proposed ordinance to amend Title 13, Chapter 32, Section 010 of the Municipal Code of Chicago to require that building permits be issued in separate and distinct color combinations for each fiscal year, with no such color combination being duplicated for a minimum period of five years, to the end that such permits become more easily discernible by their year of issuance and currency, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 440 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING COMMUNITY CLEAN-UP SERVICE AS ADDITIONAL PENALTY FOR ILLEGAL DUMPING.

Also, a proposed ordinance to amend Title 7, Chapter 28, Section 440 of the Municipal Code of Chicago to require persons found in violation of illegal dumping to perform not less than eight nor more than forty hours of community clean-up service for each offense in addition to any fines already provided therefor, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 050 OF MUNICIPAL CODE OF CHICAGO BY COLOR MARKING PARKING SPACES FOR HANDICAPPED WITHIN R1-1 THROUGH R1-5 RESIDENTIAL ZONING DISTRICTS.

Also, a proposed ordinance to amend Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago by authorizing the Commissioner of Transportation to paint blue curb markings on residential streets between signs designating parking for the handicapped within R1-1 through R1-5 Residential Zoning Districts, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- FEASIBILITY STUDY FOR INSTALLATION OF LIGHT POLES ON PORTION OF WEST LAKE STREET.

Also, a proposed order directing the Commissioner of Transportation to cause a survey on the feasibility of installing light poles on West Lake Street, at North Pulaski Road, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities for the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

International Litho, Inc. -- for parking facilities adjacent to 4149 West Belmont Avenue; and

Korean Catholic Church/Mr. Vince S. Han -- for parking facilities for 4111 and 4127 North Kedvale Avenue.

Presented By

ALDERMAN WOJCIK (30th Ward) And ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 16, SECTION 022 OF MUNICIPAL CODE OF CHICAGO TO ASSESS CHARGE FOR JUVENILE CURFEW VIOLATORS HELD IN POLICE CUSTODY.

A proposed ordinance to amend Title 8, Chapter 16, Section 022 of the Municipal Code of Chicago by charging parents or legal guardians of minors held in police custody for curfew violations a fee of $20.00 for each hour, after the expiration of a thirty minute grace period, during which said minor remains in custody, which was *Referred to the Committee on Police and Fire.*

Presented For

ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO MRS. ERMA MALONE ON HER RETIREMENT FROM UNIVERSITY OF ILLINOIS HOSPITALS.

A proposed resolution, presented by Alderman Streeter, reading as follows:

WHEREAS, Her co-workers and many friends are gathering November 9, 1995 to honor Mrs. Erma Malone on the occasion of her retirement after thirty-five years of providing outstanding health care services at University of Illinois Hospitals in Chicago; and

WHEREAS, A Licensed Practical Nurse of great ability and dedication, Mrs. Erma Malone is currently in the Obstetrics/Gynecology Clinic at the Hospitals, and spent ten years as the Charge Nurse at the Neurosurgical Unit. For the last four years she has been president of the Licensed Practical Nurse Council at the University of Illinois; and

WHEREAS, Despite the great demands inherent in her profession, Mrs. Erma Malone has always found time for her family and her community. The mother of two, she continues to volunteer her nursing services at Stone Temple Baptist Church on Chicago's west side; and

WHEREAS, Mrs. Erma Malone retires to spend much deserved quality time with her daughter, Renee Rogers; her son, Keith; and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of October, 1995, A.D., do hereby express our heartiest congratulations to Mrs. Erma Malone on her retirement after thirty-five years of outstanding health care service at the University of Illinois Hospitals, and we extend to this fine citizen our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Erma Malone.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO BRIGHT METALS FINISHING CO., INC. TO CONSTRUCT, MAINTAIN AND USE MANHOLE/SAMPLING CHAMBER ADJACENT TO 3905 WEST ARMITAGE AVENUE.

Also, a proposed ordinance, presented by Alderman Mell, to grant permission and authority to Bright Metals Finishing Co., Inc. to construct, maintain and use a manhole/sampling chamber in the public way adjacent to 3905 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Assad and Laila Dawud -- to maintain and use a lint catch basin in the public right-of-way adjacent to 1801 West North Avenue; and

Lincoln Lofts, Inc. -- to construct, maintain and use seven balconies over the public way adjacent to 3149 North Lincoln Avenue.

Referred -- EXEMPTION OF COVENANT PRESBYTERIAN CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2019 WEST DICKENS AVENUE.

Also, a proposed ordinance to exempt Covenant Presbyterian Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2019 West Dickens Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3200 NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Gannett Outdoor to install a sign/signboard at 3200 North Lincoln Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- CONSIDERATION FOR ESTABLISHMENT OF TAXICAB STAND ON PORTION OF WEST IRVING PARK ROAD.

A proposed order directing the Commissioner of Transportation to give consideration to the establishment of a taxicab stand on the north side of West

Irving Park Road, from a point twenty feet west of North Kedzie Avenue, to a point thirty-five feet west thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2865 NORTH MILWAUKEE AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign Company to install a sign/signboard at 2865 North Milwaukee Avenue, which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR RENEWAL OF RIGHT-OF-WAY PERMITS FOR SPECIFIED APPLICANTS.

Also, two proposed orders directing the Commissioner of Transportation to give consideration for the renewal of Right-of-Way Permits for the applicants listed, at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Caribe Funeral Home -- at 3316 West Armitage Avenue; and

LaSalle Cragin Bank -- at 3350 West Diversey Avenue.

Referred -- REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Department of Revenue to remove pay telephones from the public way at the locations specified below, which

were *Referred to the Committee on Transportation and Public Way,* as follows:

2439 North Kimball Avenue; and

2658 North Kimball Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- EXEMPTION OF BOBO'S RESTAURANT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 8258 -- 8260 WEST IRVING PARK ROAD.

A proposed ordinance to exempt Bobo's Restaurant from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8258 -- 8260 West Irving Park Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4626 NORTH CUMBERLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Vincent Signcorp, Inc. to install a sign/signboard at 4626 North Cumberland Avenue, which was *Referred to the Committee on Buildings.*

Referred -- SUPERINTENDENT OF POLICE MATT L. RODRIGUEZ URGED TO SIMPLIFY FIREARM REGISTRATION PROCEDURES FOR RETIRED POLICE OFFICERS.

Also, a proposed resolution urging Superintendent of Police Matt L. Rodriguez to enact rules which would simplify the procedure by which retired police officers register their firearms by allowing said officers to complete one form at the time of retirement indicating the guns registered during their tenure as officers, by requiring a single photograph to be submitted with said application, and by increasing the length of time required for re-registration of firearms, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF WEST WARWICK AVENUE AND WEST GRACE STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to William P. Gray Elementary School to close to traffic West Warwick Avenue and West Grace Street, between North Laramie Avenue and North Lockwood Avenue on all school days for the 1995 -- 1996 school year, during the hours of 8:40 A.M. to 9:00 A.M. and 2:15 P.M. to 2:35 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DEPUTY SUPERINTENDENT OF POLICE CHARLES RAMSEY DIRECTED TO APPEAR BEFORE COMMITTEE ON POLICE AND FIRE TO EXPLAIN POLICY DISALLOWING CHICAGO POLICE OFFICERS APPEARANCE AT CITY COUNCIL MEETINGS FOR HONORARY PURPOSES.

Also, a proposed resolution directing Deputy Superintendent of Police

Charles Ramsey to appear before the Committee on Police and Fire to explain the reasons behind Departmental policy of not allowing Chicago police officers to appear at City Council meetings for purpose of being honored for heroic acts, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN LAURINO (39th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST GUNNISON STREET, WEST LAWRENCE AVENUE, NORTH ELSTON AVENUE AND NORTH KENNETH AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the south 76.0 feet of the north/south 16-foot public alley (as measured along the east line of said alley) along with the east 67.76 feet of the east/west 16-foot public alley (as measured along the south line of said alley) in the block bounded by West Gunnison Street, West Lawrence Avenue, North Elston Avenue and North Kenneth Avenue, for the Parkway Bank and Trust Company, as Trustee, under Trust No. 10859 (File No. 10-39-95-1982); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Laurino 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 Laurino, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- FEASIBILITY STUDY FOR RELOCATION OF FIRE HYDRANT.

Also, a proposed order directing the Commissioner of Water and the Commissioner of Fire to cause a study on the feasibility of relocating a fire hydrant from 4856 North Avers Avenue, to a point approximately twenty feet south thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED BY NORTH CLARK STREET, WEST GRANVILLE AVENUE, NORTH GREENVIEW AVENUE AND WEST THOME AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the remaining north/south and east/west 16-foot public alleys in the block bounded by North Clark Street, West Granville Avenue, North Greenview Avenue and West Thome Avenue, for the Public Building Commission and the Board of Education (File No. 5-40-95-1984); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman O'Connor moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman O'Connor, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1820 WEST FOSTER AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Keim Furs to construct, maintain and use one canopy to be attached or attached to the building or structure at 1820 West Foster Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 4, CHAPTERS 240 AND 264 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATING PAWNSHOPS AND SECONDHAND DEALERS.

A proposed ordinance, presented by Aldermen O'Connor, Granato, Olivo, Coleman, Streeter, Murphy, Zalewski, Chandler, Medrano, Burnett, E. Smith,

Burrell, Wojcik, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Levar, Schulter, M. Smith, Moore and Stone, to amend Title 4, Chapters 240 and 264 of the Municipal Code of Chicago by adding certain provisions relating to the maintenance and reporting of records by licensees for pawnshops and secondhand dealers; prohibiting certain persons as buyers and sellers of articles; prohibiting the offering of inducements for the early sale or disposition of articles by pawnshop licensees; regulating the modification of articles by secondhand dealers; and increasing fines for the violation of certain provisions of each chapter, which was *Referred to the Committee on Police and Fire.*

Referred -- CONSIDERATION TO SET-ASIDE FUNDS FOR INITIATION OF "THE CHICAGO PLAN FOR WORKPLACE LITERACY" PROGRAM.

Also, a proposed resolution, presented by Alderman O'Connor, Jones, E. Smith, Banks, Levar and Schulter, urging the City of Chicago to consider setting aside the sum of Three Million Dollars in the fiscal year 1996 Corporate Budget to initiate a model program for workplace training based on the principles of "The Chicago Plan for Workplace Literacy", which would provide grants to Chicago businesses to offer workplace literacy training to employees and encourage further development of neighborhood partnerships uniting business and community groups for economic opportunity and directing the City Council to hold public hearings on the city's workforce development needs, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANT OF PRIVILEGE TO COURTYARD MANAGEMENT CORPORATION TO MAINTAIN AND USE UTILITY GREASE SEPARATOR AND MANHOLES ADJACENT TO 441 NORTH STATE STREET AND 30 EAST HUBBARD STREET.

A proposed ordinance to grant permission and authority to Courtyard Management Corporation to maintain and use one utility grease separator and

two manholes in the public way adjacent to 441 North State Street, and one manhole in the public way adjacent to 30 East Hubbard Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF EAST WACKER DRIVE AS "JERUSALEM 3,000 WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of East Wacker Drive, between North Wabash Avenue and North State Street, as "Jerusalem 3,000 Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Acme-Wiley Corporation -- for one sign/signboard at 198 East Delaware Place; and

Universal Outdoor, Inc. -- for one sign/signboard at 308 West Ontario Street.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 206 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Paul A. Harris Store/Ms. Aileen Ruiz to conduct a sidewalk sale at 206 North Michigan Avenue, for the period extending

September 20 through September 22, 1995, during the hours of 9:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, six proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

A.R. Boutique, Ltd. -- for one canopy at 113 East Oak Street;

Courtyard Management Corporation -- for one canopy at 30 East Hubbard Street;

Mallard's -- for one canopy at 717 North Michigan Avenue;

The Moody Bible Institute of Chicago -- for six canopies at 150 West Chicago Avenue;

The Moody Bible Institute of Chicago -- for one canopy at 820 North LaSalle Street; and

U.S. Equities Realty, Inc. -- for one canopy at 840 North Michigan Avenue.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO VICORP RESTAURANT, INC. (DOING BUSINESS AS BAKERS SQUARE) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Vicorp Restaurant, Inc., doing business as Bakers Square, to maintain and use a

portion of the public way adjacent to 958 West Wrightwood Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Booksellers Row, Inc. -- for one canopy at 2445 North Lincoln Avenue; and

LaSalle National Bank, as Trustee, under Trust Number 33198 -- for one canopy at 420 West Fullerton Parkway.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Transportation to grant permission to the Lake View East Chamber of Commerce to conduct a sidewalk sale on portions of North Broadway, North Clark Street, North Halsted Street, West Diversey Parkway and West Belmont Avenue, for the period extending September 22 through September 24, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF FOOD VENDOR AND ITINERANT MERCHANT LICENSES, FREE CHARGE, FOR PARTICIPANTS IN SAINT EDWARDS PARISH ANNUAL OCTOBERFEST

A proposed order authorizing the Director of Revenue to issue Food Vendor and Itinerant Merchant Licenses, free of charge, for the participants in the Saint Edwards Parish Annual Octoberfest, to be held at 4343 West Sunnyside Avenue for the period of October 20 and 21, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED FEES FOR PARTICIPANTS IN SAINT EDWARDS PARISH ANNUAL OCTOBERFEST.

Also, a proposed order authorizing the Director of Revenue to waive all canopy tent fees, building, zoning and fire inspection fees for the participants in the Saint Edwards Parish Annual Octoberfest, to be held at 4343 West Sunnyside Avenue, for the period of October 20 and 21, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- REMOVAL OF PUBLIC TELEPHONE FROM CORNER OF WEST MONTROSE AVENUE AND NORTH LINDER AVENUE.

Also, a proposed order directing the Commissioner of Transportation to cause the removal of a public telephone located on the northwest side of West Montrose Avenue and North Linder Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Jim Phelan -- in front of 811 West Buena Avenue; and

Mr. Warren Siepman -- in front of 3751 North Pine Grove Avenue.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST NUMBER 119038-04, FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 1817 -- 1819 WEST LARCHMONT AVENUE.

A proposed ordinance to exempt American National Bank and Trust Company, as Trustee, under Trust Number 119038-04, from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 1817 -- 1819 West Larchmont Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN SCHULTER (47th Ward)
And OTHERS:**

Referred -- CERTIFICATION REQUIREMENT FOR EMPLOYEES OF LIQUOR LICENSEES THROUGH ALCOHOL SERVERS TRAINING PROGRAM.

A proposed ordinance, presented by Aldermen Schulter, Buchanan, Jones, Coleman, Streeter, Mell and Banks, which would require all employees of liquor licensees to be certified by the Department of Revenue as having undergone an alcohol servers training program, and setting forth fees, penalties and restrictions associated therewith, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1246 WEST PRATT BOULEVARD.

A proposed order authorizing the Director of Revenue to issue a permit to Mr. Fred Murman to construct, maintain and use one canopy to be attached or attached to the building or structure at 1246 West Pratt 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 ZALEWSKI (23rd Ward):

UBM, Inc. -- for renovation of the existing Midway Airport Executive Offices on premises known as 5700 South Cicero Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

Children's Memorial Hospital; Children's Memorial Institution for Education and Research; Children's Memorial Hospital Parking Garage; Children's Memorial Hospital Nellie A. Black Building; and Children's Memorial Place Building -- for monthly electrical maintenance permit fees for various locations.

BY ALDERMAN STONE (50th Ward):

Jewish Federation of Metropolitan Chicago/Bernard Horwich -- for conversion of one racquetball court into an exercise room on the premises known as 3001 West Touhy Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HOLT (5th Ward):

Sinai Nursery School and Kindergarten, 1720 East 54th Street.

BY ALDERMAN RUGAI (19th Ward):

The Washington and Jane Smith Home, 2340 West 113th Place.

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Care Center, 1849 North Hermitage Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

Lincoln Turners (also known as Turnverein Lincoln), 1019 West Diversey Parkway.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology, 1162 East 54th Street -- annual building inspection fee.

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, 2916 West 47th Street -- annual institutional inspection fee.

BY ALDERMAN MURPHY (18th Ward):

Ashburn Lutheran Church, 3345 West 83rd Street -- annual "No Parking" sign permit fee.

BY ALDERMAN RUGAI (19th Ward):

Elim Baptist Church, 10835 South Pulaski Road -- annual sign inspection fee.

The Washington and Jane Smith Home, 2340 West 113th Place -- annual driveway usage fee.

BY ALDERMAN TROUTMAN (20th Ward):

Ada S. McKinley Community Services, Inc., 6051 South Wentworth Avenue -- annual building inspection fee.

Washington King Shelter, 5700 South Lafayette Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN E. SMITH (28th Ward):

Bethany Hospital, 3435 West Van Buren Street -- annual institutional inspection fee and annual fuel burning equipment inspection fee (2).

BY ALDERMAN BURRELL (29th Ward):

Bethlehem Church, 5655 West Madison Street -- annual driveway usage fee.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue -- annual institutional inspection fee and annual fuel burning equipment inspection fees (2).

Resurrection Medical Center, 7435 West Talcott Avenue -- annual institutional inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

Dr. William M. Scholl College of Podiatric Medicine, 30 West Oak Street -- annual building inspection fee.

Northwestern Memorial Hospital (various locations) -- annual elevator inspection fee and annual institutional inspection fee (2).

Northwestern Memorial Hospital, Streeterville Corporation, 215 East Chicago Avenue -- annual canopy and revolving door inspection fee.

BY ALDERMAN HANSEN (44th Ward):

Hull House Association, 3212 North Broadway -- annual building inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital (various locations) -- annual institutional inspection fees.

BY ALDERMAN STONE (50th Ward):

Jewish Federation of Metropolitan Chicago, 7104 North Sacramento Avenue -- annual driveway maintenance and inspection fee.

Northwest Home for the Aged, 6300 North California Avenue -- annual institutional inspection fee.

CANCELLATION OF WATER RATES:

BY ALDERMAN PRECKWINKLE (4th Ward):

Hazotte Ministries, 4331 South Vincennes Avenue.

BY ALDERMAN WOJCIK (30th Ward):

Saint Hyacinth Church, 3636 West Wolfram Street.

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva/Chicago (Rabbinical College of Telshe), various locations (5).

REFUND OF FEES:

BY ALDERMAN JONES (15th Ward):

Church of God Day Care Center, 1738 West Marquette Road -- refund in the amount of $75.00.

BY ALDERMAN E. SMITH (28th Ward):

Marillac Social Center, various locations -- refunds in the amounts of $250.00, $5,300.00, $1,058.00, $11,000.00, $1,579.00, $105.00, $1,375.00 and $14,900.00 (2).

BY ALDERMAN O'CONNOR (40th Ward):

Saint Ignatius Parish/Mr. Tom Codney, 6559 North Glenwood Avenue -- refund in the amount of $675.00.

BY ALDERMAN BERNARDINI (43rd Ward):

Ranch Triangle Neighborhood Association, in care of Mr. Jack Fishman, 1943 North Kenmore Avenue -- refund in the amount of $1,750.00.

BY ALDERMAN STONE (50th Ward):

Ida Crown Jewish Academy, 2828 West Pratt Boulevard -- refund in the amount of $46.00.

WAIVER OF FEES:

BY ALDERMAN TILLMAN (3rd Ward):

Get In Shape for Million Man March/Three Mile Walk/Run-A-Thon -- waiver of all necessary fees.

BY ALDERMAN HUELS (11th Ward):

Spanish Coalition for Jobs, 2011 West Pershing Road -- waiver of annual mechanical ventilation inspection fee.

BY ALDERMAN ZALEWSKI (23rd Ward):

Mr. Anthony Frydrychowski, 5224 South Lorel Avenue -- waiver of installation fee for handicapped permit parking signs.

BY ALDERMAN LEVAR (45th Ward):

Saint Edwards Parish, 4343 West Sunnyside Avenue -- waiver of Bingo and Raffle License fees.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Christian School, 4437 North Seeley Avenue -- waiver of annual Day Care License fees (2).

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN TILLMAN (3rd Ward):

Brewton, Lois

Hackney, Jeanette B.

Lyle, Natalie F.

Shelley, Mary E.

Smith, Aaron

BY ALDERMAN PRECKWINKLE (4th Ward):

Dunlop, Erma J.

BY ALDERMAN BEAVERS (7th Ward):

Herring, Chiefie A.

BY ALDERMAN DIXON (8th Ward):

Nevils, Tessie R.

BY ALDERMAN OLIVO (13th Ward):

Armstrong, Ruebertha M.

Kendrick, Robert D.

BY ALDERMAN O'CONNOR (40th Ward):

Levin, Samuel A.

Silverman, Morris

BY ALDERMAN NATARUS (42nd Ward):

Childers, James

Desanti, George

Dry, Faye

Gorsline, Kay B.

Lannon, Jacqueline

Wolkonsky, Peter

BY ALDERMAN HANSEN (44th Ward):

Bernstein, Carole

BY ALDERMAN SHILLER (46th Ward):

Collins, Margaret M.

Handler, Janet

BY ALDERMAN M. SMITH (48th Ward):

Beretvas, Helen

BY ALDERMAN STONE (50th Ward):

Koek, Eva B.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 13, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 13, 1995, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

AUTHORIZATION FOR SETTLEMENT OF CERTAIN CLAIMS ARISING FROM CHICAGO FREIGHT TUNNEL FLOOD.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of September 13, 1995, page 6905, recommending that the City Council pass a proposed order which authorizes the settlement of certain claims arising from the Chicago freight tunnel flood.

On motion of Alderman Burke, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Steele, Beavers, Dixon, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- Alderman Buchanan -- 1.

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 concerning certain claims arising out of the Chicago freight tunnel flood, in an amount not to exceed $36,000,000.

AMENDMENT OF TITLE 7, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO CONCERNING REGULATION AND CONTROL OF DANGEROUS ANIMALS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on the Budget and Government Operations, deferred and published in the Journal of Proceedings of September 13, 1995, pages 6927 through 6934, recommending that the City Council pass a proposed ordinance which amends Title 7, Chapter 12 of the Municipal Code of Chicago relating to the regulation and control of dangerous animals.

Alderman Dixon submitted the following amendment:

I move to amend the ordinance appearing on pages 6927 through 6934 of the September 13, 1995 Journal of Proceedings by striking paragraph (c)(5) of Section 7-12-050 as it appears specifically on Council Journal page 6930, deleting any and all references thereto, and renumbering the following paragraph as number (5).

On motion of Alderman Huels the foregoing amendment was *Adopted* by a viva voce vote.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Levar, Shiller, Schulter, Moore, Stone -- 39.

Nays -- Aldermen Ocasio, Doherty, Natarus, Bernardini, M. Smith -- 5.

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 7-12-020 of the Municipal Code of Chicago is hereby amended by deleting the existing definition of "dangerous or vicious animal" and substituting the following definition:

"Dangerous animal" means an animal meeting any one of the following criteria:

(1) any animal which bites, inflicts injury on, kills or otherwise attacks a human being or domestic animal without provocation on any public or private property; or

(2) any animal which on more than one occasion, without provocation, chases or approaches any person in an apparent attitude of attack, on any public property or in any place outside or over the boundaries of its owner's property; or

(3) any animal owned or harbored primarily or in part for the purpose of dog or other animal fighting or any animal trained for dog or other animal fighting; or

(4) any dog that is used by a commercial venture to guard public or private property, except those owned by a governmental or law enforcement unit; or

(5) any animal which has been found to be a vicious dog under state law.

Section 7-12-020 is further amended by adding the following definitions:

"Provocation" means that the threat, injury or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal, or was tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime.

"Severe injury" means any physical injury that results in broken bones or lacerations requiring sutures or cosmetic surgery."

Section 7-12-020 is further amended by adding the following language in italics:

"Euthanasia" *or "humane destruction"* means death brought about by any method which produces instant loss of consciousness and results in painless death.

SECTION 2. Section 7-12-050 of the Municipal Code of Chicago is hereby amended by deleting the existing section and substituting the following new section:

7-12-050 Dangerous Animals -- Determination And Requirements.

The executive director shall have the authority to make a determination that an animal is a dangerous animal, as defined in Section 7-12-020, and to order the owner to comply with any of the measures set forth below for the protection of public health, safety and welfare.

(a) Upon receipt of a citizen complaint or other report of an animal bite, attack, threatening behavior, or other reason to believe an animal may be a dangerous animal, the executive director or an animal control officer shall evaluate the seriousness of the complaint or report and, if the circumstances warrant, may conduct an investigation of the facts. Where practicable and readily located, the investigation shall include interviewing the complainant, the victim, if any, the animal's owner, and any witnesses, and observation of the animal and the scene. The investigator then shall make a written finding of whether an animal is a dangerous animal as defined in Section 7-12-020 and of the basis for that finding. In addition, if during the course of the investigation, the investigator uncovers evidence of inhumane treatment of any animal in violation of Section 7-12-090, he or she shall make a written finding of the specific violation and forward such to the executive director. For purposes of this section, a police report may constitute an investigation and may include a finding of dangerousness. Based upon the investigator's finding of a dangerous animal, the executive director may declare in writing that the animal is a dangerous animal.

(b) Where an animal is declared to be a dangerous animal, and such animal has caused severe injury or death to any person, then the executive director shall order the humane destruction of such animal, where appropriate, taking into consideration the severity and the circumstances of the injury.

(c) In all cases where an animal is declared to be a dangerous animal and the animal is not humanely destroyed, the executive director shall order the owner to comply with the following requirements:

(1) While on the owner's property, the owner must securely confine the dangerous animal indoors or within a securely enclosed and locked pen,

structure, or fence, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen, structure, or fence must be a minimum of six feet in height and must have secure sides. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet deep. The enclosure also must be humane and provide some protection from the elements for the animal.

(2) While off of the owner's property, a dangerous animal must be muzzled securely to prevent the possibility of biting, restrained by a substantial chain or leash not exceeding six feet in length, and under the control of a responsible person at all times. The muzzle must be made in a manner that will not cause injury to the animal or impair its vision or respiration but must prevent it from biting any person or animal.

(3) The owner must display, in a conspicuous manner, a sign on the owner's premises warning that a dangerous animal is on the premises by stating in capital letters: "Warning -- Dangerous Animal -- Keep Away". The sign must be visible and legible from the public way and from 50 feet away from the special enclosure required pursuant to subsection (c)(1) above.

In addition, the executive director may order the owner to comply with any of the following requirements, in any combination:

(4) The owner must confine the dangerous animal to the secure enclosure described above in subsection (c)(1) at all times and only allow the animal out under the conditions set forth in subsection (c)(2) when it is necessary to obtain veterinary care for the animal or to comply with a court order.

(5) The owner and the animal must complete a course of animal obedience training approved by the commission.

In the alternative to (1) -- (5) above, the executive director may order that the dangerous animal shall be permanently barred from the City limits.

(d) Where the owner's address can be reasonably ascertained, the executive director shall send written notice to the owner, by certified mail, stating that his or her animal has been declared a dangerous animal, describing the basis for such declaration by specific behavior and date(s) of occurrence, setting forth all applicable orders and restrictions imposed by reason of such declaration, and informing the owner of his or her right to appeal such determination by filing a written request for a hearing within seven (7) days of receipt of the notice. A copy of such notice shall be sent to the complainant, if any. Where the animal has been impounded pursuant to subsection (f) below, such notice shall be sent within fifteen days after such impoundment.

(e) If the owner requests a hearing, the executive director shall appoint a hearing officer who shall hold a hearing, at which all interested parties may present testimony and any other relevant evidence, within fifteen days of the request. The hearing shall be taped. If the hearing officer upholds the executive director's determination that the animal is dangerous, the owner shall have thirty days to satisfy all requirements set out in subsection (c) and the notice. In those cases where the executive director has ordered humane destruction of the dangerous animal, that order shall not be carried out until seven days after the hearing; if the owner appeals to the Circuit Court during that time period, that order shall be stayed until resolution of such appeal.

(f) Where there is probable cause to believe that an animal is a dangerous animal, the executive director or his designee is authorized to impound and hold such animal, at the owner's expense, pending the investigation and final resolution of any appeals. Where the animal has caused severe injury or death to any person, the executive director or his designee is required to impound and hold such animal, at the owner's expense, pending the investigation and final resolution of any appeals. Moreover, in no event shall a dangerous animal be released to its owner before the executive director or his designee approves the enclosure required by subsection (c)(1). The holding period and impoundment procedures for animals of unknown ownership shall be governed by Section 7-12-060.

(g) Guard dogs and dogs which have been found to be "vicious dogs" under state law, both of which are defined in Section 7-12-020 above as dangerous animals, automatically are required to comply with the requirements of Section 7-12-050(c)(1) -- (3) without the need for any individualized declaration or the right to any hearing, except that, to the extent an owner disputes the fact that his or her animal is used as a guard dog by a commercial venture, in such instances the protections set forth above shall apply.

SECTION 3. Chapter 7-12 of the Municipal Code of Chicago is hereby amended by adding the following new Section 7-12-051:

7-12-051 Dangerous Animals -- Violations.

(a) Any owner who fails to comply with any of the requirements of Section 7-12-050(c) and any additional orders of the executive director as authorized by that subsection shall be punished by a fine of not less than $200 nor more than $500 for the first offense, and not less than $500 nor more than $1,000 for the second offense. Any subsequent offenses shall be punished as a misdemeanor by incarceration for a term not to exceed six months. In addition to the penalties set forth above, the executive director may order an owner who violates Section 7-12-050(c) to attend with his or

her animal a course of animal obedience training approved by the Commission.

(b) Any animal which has been declared a dangerous animal and which (1) is seen outside and not confined within the enclosure required by Section 7-12-060(c)(1), and not muzzled and under control as required by Section 7-12-060(c)(2), or (2) thereafter attacks or injures a person or domestic animal, may be impounded by an animal control officer or a police officer, at the owner's expense, and the executive director may order the owner to comply with any of the alternatives set forth in Section 7-12-050(b) and (c), including humane destruction of the animal. The owner shall be entitled to notice and an opportunity for a hearing in the same manner as provided in Section 7-12-050(d) and (e) above.

SECTION 4. Chapter 7-12 of the Municipal Code of Chicago is hereby amended by adding the following new Section 7-12-052:

7-12-052 Dangerous Animals -- Miscellaneous.

(a) Every owner of a dangerous animal shall allow inspection of the required enclosure by the executive director or his designee.

(b) All dangerous animals as defined in this chapter are hereby declared to be a public nuisance; provided that they are lawful if maintained in strict compliance with the requirements set out in Section 7-12-050(c).

(c) The executive director and/or the commission are hereby authorized to enact regulations governing dangerous animals as are necessary to carry out the provisions of this chapter and to promote the health, safety, and welfare of the public.

(d) Where an animal has caused severe injury or death to any person, but it is not found to be a dangerous animal on the grounds that the attack was provoked, the executive director shall advise the owner to comply with the safety measures set forth in Section 7-12-050(c) in order to protect the public health, safety and welfare.

SECTION 5. Section 7-12-090 of the Municipal Code of Chicago is amended by deleting the language in brackets and adding the language in italics, as follows:

7-12-090 Owner's Responsibility Where Animal Has Bitten Another Animal Or Person.

It shall be the duty and responsibility of the owner of any animal which has bitten any other animal or person to notify the commission of such bite. It also shall be the duty and responsibility of the owner to surrender

such animal to an animal control center within 24 hours after the animal has bitten any other animal or person, or to have such animal impounded at a humane society or other authorized agency. If, however, a licensed veterinarian is presented evidence that such animal has been inoculated against rabies within the time prescribed by law prior to the biting, such animal shall be confined on the premises of its owner and in a manner which shall prohibit such animal from biting any other animal or person for a period of 10 days*; except that, where the animal bite has caused severe injury or death to a person, confinement on the owner's premises shall not be allowed. In the event of severe injury or death to a person, the executive director shall impound the animal, at the owner's expense, as set forth above in Section 7-12-050(f).* It further shall be the duty and responsibility of the owner to have such animal examined by a licensed veterinarian on the 10th day of impoundment or confinement or as soon thereafter as possible; provided, that the impoundment or confinement of the animal described above shall not be terminated until examination by a veterinarian.

If a [licensed] animal, which has bitten any animal or person, is to be impounded by the commission, the owner shall pay the fees for housing of the animal as prescribed in this ordinance. Prior to release of said animal, vaccination and license certificates must be presented to the executive director or authorized representative.

It shall be unlawful for the owner of any animal, when notified that such animal has bitten any person to sell or give away such animal or to permit or allow such animal to be taken beyond the limits of the city.

SECTION 6. Section 7-12-030 of the Municipal Code of Chicago is hereby amended by adding the following language in italics:

7-12-030 Animal Shall Be Restrained.

Each owner shall keep and maintain his animal under restraint; provided, however, that this section shall not apply to any dog being used for rescue or law enforcement work. *It shall be unlawful for any owner to allow his or her animal to cross outside the property line of its owner to any extent, including reaching over or under a fence, unless the animal is leashed and under the control of its owner or another responsible person. In addition, it shall be an unlawful failure to restrain for an animal to attack, bite, threaten, or jump on any person without that person's consent, outside the property of the animal's owner. The provisions of this section shall be a positive duty of the owner and the offenses described herein shall be strict liability offenses.*

SECTION 7. Section 7-12-040 of the Municipal Code of Chicago is hereby amended by adding the following language in italics:

7-12-040 Impounding Stray *And Unlicensed* Animals.

Any stray animal *and any animal without a current license that is found* in the public way or within a public place or upon private premises of any person other than the owner shall be immediately impounded by an animal control officer.

SECTION 8. Section 7-12-190 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

7-12-190 Citations [For Unvaccinated And/Or Unlicensed Dogs].

The commission, through its animal control officers, [shall] *is authorized to* issue citations against the owner of any [dog] *animal for violations of this chapter* [that is determined to be unvaccinated and/or unlicensed, unless such dog is exempted from same by other specific provisions of this ordinance].

SECTION 9. Severability. If any provision of this ordinance is held invalid, such provision shall be deemed excised from this ordinance and the invalidity thereof shall not affect any of the other provisions of this ordinance. If the application of any provision of this ordinance to any person or circumstance is held invalid, it shall not affect the application of such provision to other persons or circumstances.

SECTION 10. This ordinance shall be effective thirty (30) days after its passage and publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Banks, the City Council took up for consideration the reports of the Committee on Zoning, deferred and published in the Journal of Proceedings of September 13, 1995, pages 7276 through 7292 and 7293 through 7304, recommending that the City Council pass various proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

> a line 40 feet south of West Grand Avenue; a line from a point 40 feet south of West Grand Avenue and 4.2 feet east of North Union Avenue, to a point 160 feet south of West Grand Avenue and 111.4 feet east of North Union Avenue; a line 160 feet south of West Grand Avenue; the alley next east of and parallel to North Union Avenue; West Hubbard Street; a line 75 feet east of North Union Avenue; a line 80 feet north of and parallel to West Hubbard Street; and North Union Avenue,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

> West Ohio Street; North Orleans Street; West Grand Avenue; a line 214.55 feet west of North Orleans Street; a line 118 feet north of West Grand Avenue; and a line 243 feet west of North Orleans Street,

to those of a B7-5 General Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 1-G in the area bounded by:

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

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District and R4 General Residence District symbols and indications as shown on Map No. 1-G in the area bounded by:

> West Chicago Avenue; North Willard Court; a line 174 feet south of West Chicago Avenue; the alley next westerly of North Willard Court; the alley next south of West Chicago Avenue; and a line 3.4 feet west of the intersection of West Chicago Avenue and North Willard Court, as measured along the south line of West Chicago Avenue and perpendicular thereto,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District and C3-3 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

> the alley next north of the alley next north of West Madison Street; the alley next east of North Loomis Street; the alley next north of West Madison Street; a line 190.4 feet east of North Loomis Street; West Madison Street; and North Loomis Street,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

> the alley next north of West Huron Street; a line 451.5 feet west of North Paulina Street; West Huron Street; and a line 551.5 feet west of North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

> the alley next north of and parallel to West Ohio Street; North Paulina Street; West Ohio Street and a line 26.07 feet west of and parallel to North Paulina Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

the public alley next north of and parallel to West Race Avenue; North Wood Street; West Race Avenue; and a line 72 feet west of and parallel to North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

the alley next north of and parallel to West Superior Street; a line 50.05 feet east of North Wood Street; West Superior Street; and North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

the alley next north of West Superior Street; a line 75 feet east of North Wood Street; West Superior Street; and North Wood Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

a line 47.10 feet north of the alley next south of West Superior Street; a line 47 feet east of North Hoyne Avenue; West Superior Street; a line 71 feet east of North Hoyne Avenue; the alley next south of West Superior Street; a line 23.07 feet east of North Hoyne Avenue; West Huron Street; and North Hoyne Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

> the alley next north of and parallel to West Warren Boulevard; a line 240 feet east of North Hoyne Avenue; West Warren Boulevard; and a line 90 feet east of North Hoyne Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-H in the area bounded by:

> the alley next south of and parallel to West Monroe Street; the alley next west of and parallel to South Damen Avenue; a line 115 feet north of the alley next north of and parallel to West Adams Street; a line 139.8 feet west of South Damen Avenue; the alley next east of and parallel to South Seeley Avenue; a line 177 feet north of West Adams Street; and South Seeley Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-L in the area bounded by:

West Lexington Street; South Cicero Avenue; West Polk Street; and the alley next west of and parallel to South Cicero Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-I in the area bounded by:

West 14th Street; South Western Avenue; a line 106 feet south of and parallel to West 14th Street; and the public alley next west of and parallel to South Western Avenue,

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 377.0 feet south of and parallel to West Belden Avenue; the 18 foot public alley next west of and parallel to North Southport Avenue; and North Janssen Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of West Bloomingdale Avenue; a line 96.32 feet east of North Paulina Street; West Bloomingdale Avenue; and North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

starting at the point of beginning, the west line of North Hoyne Avenue, starting at the south face of the railroad tracks going south 56.87 feet; thence a line running perpendicular to the west line of North Hoyne Avenue running west 100.0 feet; thence a line running southwest at an angle of 187 degrees, 30 seconds running for a distance of 23.88 feet; thence a line running southwest at an angle of 220 degrees, 18 seconds running for a distance of 132.02 feet, said line running to the east line of North Wilmot Avenue and being perpendicular thereto; thence a line running along the east line of North Wilmot Avenue running northwest for a distance of 86.0 feet; thence the northwest line of North Wilmot Avenue as vacated running southwest for a distance of 23.69 feet; thence a line running northwest from the end of the north end of North Wilmot Avenue, at an angle of 74 degrees, 46 seconds running northwest 54.25 feet; thence a line running northeast at an angle of 73 degrees, ____ seconds for a distance of 26.58 feet; thence a line running northeast at an angle of 224 degrees, 58 minutes for a distance of 8.29 feet; thence a line running north for a distance of 36.15 feet to the south face of the existing railroad tracks; thence a line running east along the south face of the existing railroad tracks for a distance of 187.79 feet; thence a line running north and perpendicular to the prior line running at a distance of 3.10 feet to the line of the existing railroad tracks; and thence a line running east along the south face of the existing railroad tracks for a distance of 100 feet to the point of beginning,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 6-I in the area bounded by:

the alley next north of and parallel to West 24th Place; a line 260 feet west of South Western Avenue; West 24th Place; and a line 332 feet west of South Western Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

> a line 50 feet north of and parallel to West 28th Street; the public alley next east of and parallel to South Spaulding Avenue; West 28th Street; and South Spaulding Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

> a line 98 feet north of West Barry Avenue; North Kenmore Avenue; West Barry Avenue; and a line 100 feet west of North Kenmore Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

West Altgeld Street; North Avondale Avenue; the alley south of West Altgeld Street; and a line 20.43 feet west of the intersection of West Altgeld Street and North Avondale Avenue as measured along the south line of West Altgeld Street and perpendicular thereto,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

a line 175 feet northwest of and parallel to North Marshfield Avenue; the public alley next northeast of and parallel to North Clybourn Avenue; a line 100 feet northwest of and parallel to North Marshfield Avenue; and North Clybourn Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-M in the area bounded by:

> a line 59.35 feet north of and parallel to West Schubert Avenue; North Austin Avenue; West Schubert Avenue; and the public alley next west of and parallel to North Austin Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District and B4-2 Restricted Business District symbols and indications as shown on Map No. 9-G in the area bounded by:

> a line 72.23 feet south of West Addison Street; North Sheffield Avenue; a line 431.25 feet south of West Addison Street; the alley next westerly of North Sheffield Avenue; the alley next south of West Addison Street; and the alley next west of North Sheffield Avenue,

to those of a B4-3 Restricted Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by:

> the alley next north of and parallel to West Belmont Avenue; a line 198 feet west of North Racine Avenue; West Belmont Avenue; and a line 248 feet west of North Racine Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-I.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-I in the area bounded by:

> West Roscoe Street; the alley next west of and parallel to North California Avenue; the alley next south of and parallel to West Roscoe Street; and a line 121 feet west of the alley next west of and parallel to North California Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 9-N in the area bounded by:

> West Addison Street; a line 93 feet east of North Oak Park Avenue; a line 91.2 feet south of West Addison Street; and North Oak Park Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in the area bounded by:

> the alley next north of and parallel to West Dakin Street; a line 150 feet west of North Narragansett Avenue; West Dakin Street; and North Natchez Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-F in the area bounded by:

> the alley next north of and parallel to West 43rd Street; a line 31.24 feet east of South Wallace Street; West 43rd Street; and South Wallace Street,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-H in the area bounded by:

> a line 20 feet southeast of West Cuyler Avenue; North Lincoln Avenue; a line 95 feet southeast of and parallel to West Cuyler Avenue; and the public alley next west of and parallel to North Lincoln Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by:

the public alley next north of and parallel to West Montrose Avenue; a line 43 feet east of and parallel to North Paulina Street; West Montrose Avenue; and North Paulina Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-J.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by:

a line 639 feet north of West 51st Street; South Christiana Avenue; a line 489 feet north of West 51st Street; the alley next east of and parallel to South Christiana Avenue; a line 413.14 feet north of West 51st Street; South Christiana Avenue; a line 318 feet north of West 51st Street; and the alley next east of and parallel to South Homan Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 13-G in the area bounded by:

> a line 225.36 feet south of and parallel to West Berwyn Avenue; North Clark Street; a line 325.36 feet south of and parallel to West Berwyn Avenue; and the public alley next west of and parallel to North Clark Street,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map No. 13-G in the area bounded by:

> West Bryn Mawr Avenue; North Broadway; a line 160 feet south of West Bryn Mawr Avenue; the alley next east of and parallel to North Broadway; a line 55 feet south of West Bryn Mawr Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; West Foster Avenue; the alley next west of and parallel to North Broadway; West Catalpa Avenue; North Broadway; a line 84 feet north of West Catalpa Avenue; and the alley next west of and parallel to North Broadway,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-P.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 13-P in the area bounded by:

a line 195 feet north of and parallel to the centerline of West Evelyn Lane (private); a line 657.42 feet east of and parallel to North East River Road; the centerline of West Evelyn Lane (private); and a line 434.25 feet east of and parallel to North East River Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-M in the area bounded by:

a line 251.5 feet north of West 61st Street; South Central Avenue; a line 126.5 feet north of West 61st Street; and the alley next west of South Central Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District and C2-3 General Commercial District symbols and indications as shown on Map No. 15-G in the area bounded by:

> West Granville Avenue; North Broadway; the alley next south of and parallel to West Granville Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Thorndale Avenue; the alley next east of and parallel to North Broadway; a line 75 feet north of West Thorndale Avenue; North Broadway; a line 40 feet north of West Thorndale Avenue; and the alley next west of and parallel to North Broadway,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District and C2-3 General Commercial District symbols and indications as shown on Map No. 15-G in the area bounded by:

> a line 53 feet south of West Thorndale Avenue; North Broadway; a line 100 feet south of West Thorndale Avenue; the alley next east of and parallel to North Broadway; the alley next south of and parallel to West Thorndale Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Bryn Mawr Avenue; North Broadway; the alley next northerly of North Ridge Avenue; and the alley next west of and parallel to North Broadway,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and B4-1 Restricted Service District symbols and indications as shown on Map No. 16-E in the area bounded by:

> a line 147 feet north of East 71st Street; South Calumet Avenue; East 71st Street; a line 67.6 feet west of the alley next west of and parallel to South Prairie Avenue; a line 84 feet north of East 71st Street; a line 125 feet east of South Indiana Avenue; a line 125 feet north of East 71st Street; the alley next west of and parallel to South Prairie Avenue; a line 50 feet north of East 71st Street; South Prairie Avenue; a line 62.5 feet north of East 71st Street; and the alley next east of and parallel to South Prairie Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Areas Shown On Map Numbers 16-H And 16-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 16-H in the area bounded by:

a line 75.25 feet north of and parallel to West 66th Street; the public alley next east of and parallel to South Western Avenue; West 66th Street; and South Western Avenue,

and on Map No. 16-I in the area bounded by:

a line 148.63 feet north of and parallel to West 66th Street; South Western Avenue; a line 73.63 feet north of and parallel to West 66th Street; and the public alley next west of and parallel to South Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-K in the area bounded by:

West 68th Street; South Pulaski Road; a line 198.75 feet south of and parallel to West 68th Street; and the public alley next west of and parallel to South Pulaski Road,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-I in the area bounded by:

a line 174.31 feet south of and parallel to West 72nd Street; South Western Avenue; a line 199.31 feet south of and parallel to West 72nd Street; and the public alley next west of and parallel to South Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 20-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 20-D in the area bounded by:

a line 87.7 feet north of East 82nd Street; the alley east of and parallel to South Cottage Grove Avenue; East 82nd Street; and South Cottage Grove Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-B in the area bounded by:

> East 89th Street; the public alley next east of and parallel to South Baltimore Avenue (or the west line of the C.R.R./B. & O. Railroad right-of-way line); East 90th Street; and South Baltimore Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 22-B in the area bounded by:

> East 91st Street; a line 136 feet west of and parallel to South Commercial Avenue; the public alley next south of and parallel to East 91st Street; the public alley next west of and parallel to South Commercial Avenue; the public alley next north of and parallel to East 92nd Street; South Exchange Avenue; the public alley next south of and parallel to East 91st Street; and a line 61.15 feet east of and parallel to South Exchange Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 24-I in the area bounded by:

> a line 280 feet north of and parallel to West 103rd Street; South Kedzie Avenue; West 103rd Street; and a line 595.50 feet east of and parallel to South Kedzie Avenue,

to the designation of a B5-1 General Service District which is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 26-E in the area bounded by:

> a line 50 feet south of and parallel to East 105th Street; the public alley next east of and parallel to South Michigan Avenue; a line 565.95 feet south of and parallel to East 105th Street; and South Michigan Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 26-F in the area bounded by:

> a line 175 feet north of and parallel to West 106th Place; the alley next east of and parallel to South Wentworth Avenue; a line 125 feet north of and parallel to West 106th Place; and South Wentworth Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single-Family Residence District symbols and indications as shown on Map No. 26-H in the area bounded by:

> a line 181.4 feet southwesterly of the intersection of South Wood Street and South Prospect Avenue and perpendicular thereto; South Prospect Avenue; a line 281.4 feet southwesterly of the intersection of South Wood Street and South Prospect Avenue and perpendicular thereto; and the alley next northwesterly of and parallel to South Prospect Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Numbers 32-E And 32-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Nos. 32-E and 32-F in the area bounded by:

> East and West 127th Street; South Indiana Avenue; East 130th Street or the line thereof if extended where no street exists; the southerly line of the Calumet River; and the westerly right-of-way line of the Pennsylvania Railroad,

to those of an M3-3 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

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

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBERS 28-C, 28-D AND 30-D.

On motion of Alderman Banks the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of September 13, 1995, pages 7304 through 7316, recommending that the City Council pass a proposed ordinance which amends the Chicago Zoning Ordinance by reclassifying an area shown on Map Numbers 28-C, 28-D and 30-D.

Alderman Buchanan moved to *Amend* the proposed ordinance by substituting a new Plan of Development for the Plan of Development deferred and published in the Journal of the Proceedings of September 13, 1995. The motion to amend *Prevailed*.

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

Yeas -- Aldermen Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 28-C, 28-D and 30-D in the area bounded by:

> the south line of Slip Number 8 of the Lake Calumet Anchorage Basin, as extended east to the center line of South Stony Island Avenue; South Stony Island Avenue; the north line of Slip Number 4 of the Lake Calumet Anchorage Basin, as extended east to the center line of South Stony Island Avenue, as measured along the north line of Slip Number 4 of the Lake Calumet Anchorage Basin; the south line of Slip Number 6 of the Lake Calumet Anchorage Basin; the east line of Slip Number 6 of the Lake Calumet Anchorage Basin; the north line of said Slip Number 6; and a line 1,340 feet east of the west line of South Stony Island Avenue, as measured along the south line of Slip Number 8 of the Lake Calumet Anchorage Basin,

to those of a Manufacturing-Waterway Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development referred to in this ordinance reads as follows:

Manufacturing-Waterway Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Manufacturing-Waterway Planned Development (the "Planned Development") consists of approximately 1,270,578.50 square feet (29.17 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is controlled by the Applicant, Clean Harbors of Chicago, Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustments of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), other than applications for "minor changes" as that phrase is used in Section 11.11-3(c) of the Chicago Zoning Ordinance, shall be made or authorized by the owner of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fifteen (15) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land-Use Plan; an Existing Land-Use Map; and Site/Landscape Plan prepared by Clean Harbors Environmental Engineering, Inc. and

dated June 8, 1995 (the "Site/Landscape Plans"). Reduced copies of the Site/Landscape Plans are attached hereto and full sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted within the area delineated as a Planned Development:

   all uses permitted in the M3-3 Heavy Manufacturing Zoning Classification, liquid waste handling facility, accessory parking and accessory uses.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Department of Planning and Development. In addition, rail movements on site will be appropriately separated from the movements of motor vehicles.

9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

(A) height limitations as certified and approved by the Federal Aviation Administration; and

(B) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

11. The improvements on the Property and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plans.

12. The improvements on the Property shall be constructed, maintained and operated in accordance with all applicable federal, state and local environmental laws and regulations and all conditions included in permits issued for the facility pursuant to such laws and regulations.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these Statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

15. Unless substantial reuse of the existing improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). In addition, this Planned Development will expire if the City of Chicago Department of Environment has not issued a 1995 Operating Permit for the expanded facility within six (6) months after the effective date of this Planned Development. Furthermore, this Planned Development shall automatically expire if all activities of the Liquid Waste Handling Facility use, as regulated under the Operating Permit issued by the Chicago Department of Environment, cease for a continuous period of six (6) months or more. If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to an M3-3 Heavy Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Plan; Existing Land-Use Map; and Site/Landscape Plan Drawings referred to in these Plan of Development Statements printed on pages 8645 through 8651 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing-Waterway Planned Development No. _____

Bulk Regulations And Data Table.

Maximum Permitted F.A.R.:	0.3

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Rights-of-Way
1,392,889.6 square feet	=	1,270,578.5 square feet	+	122,311.1 square feet
(31.98 acres)	=	(29.17 acres)	+	(2.81 acres)

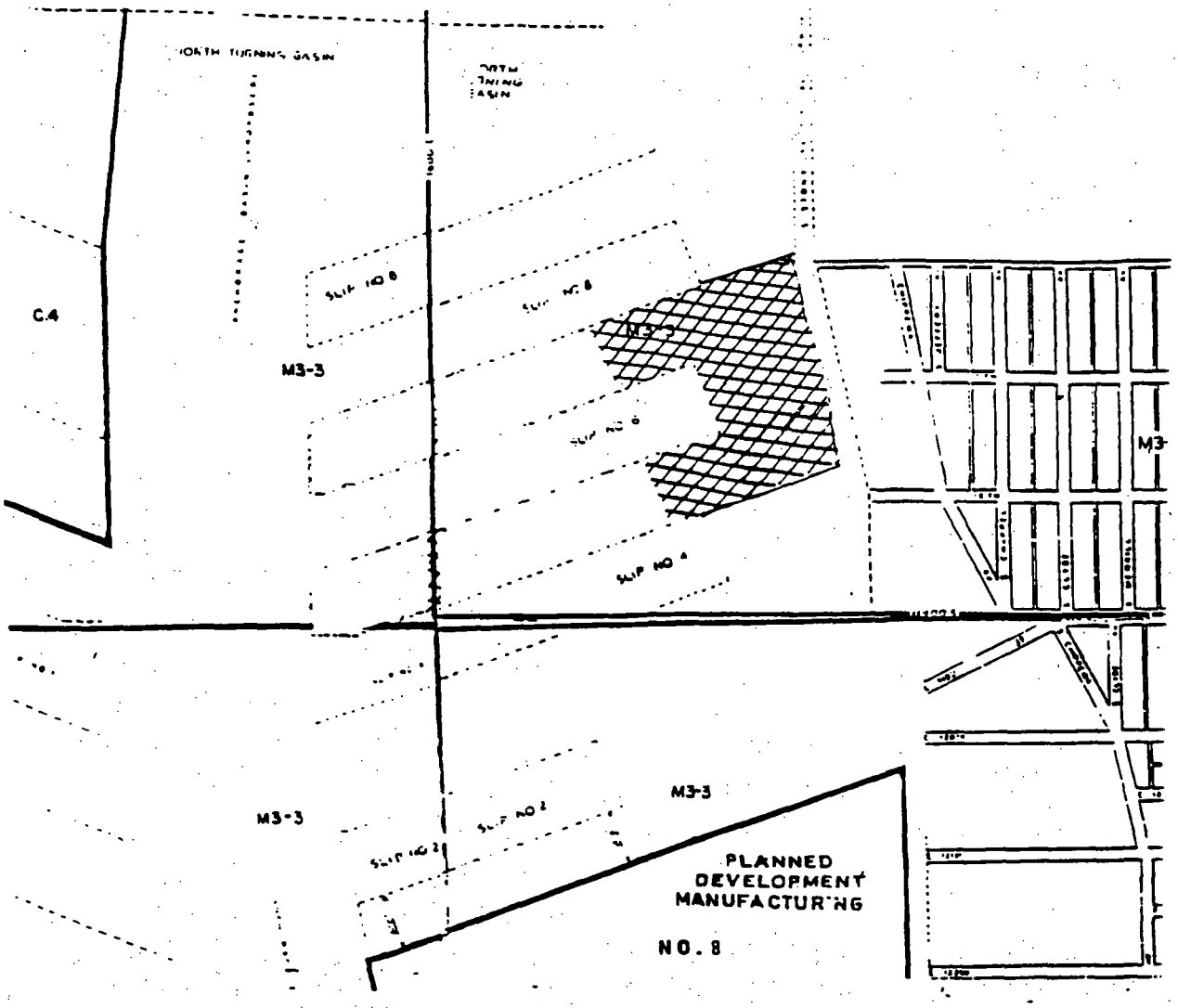
Setbacks From Property Line:	In substantial conformance with the Site/Landscape Plans and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plans.
Minimum Number of Off-Street Parking Spaces:	130.
Minimum Number of Off-Street Loading Berths:	3 berths.
Minimum Setback of Structures from Edge of Waterway:	37 feet.

Re-Referred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 3-H.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of September 13, 1995, pages 7292 and 7293, recommending that the City Council pass a proposed ordinance which amends the Chicago Zoning Ordinance by reclassifying the area shown on Map Number 3-H.

Alderman Banks moved to *Re-Refer* the said proposed ordinance to the Committee on Zoning. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Zoning.*

Existing Zoning Map.



Legend

Subject Property

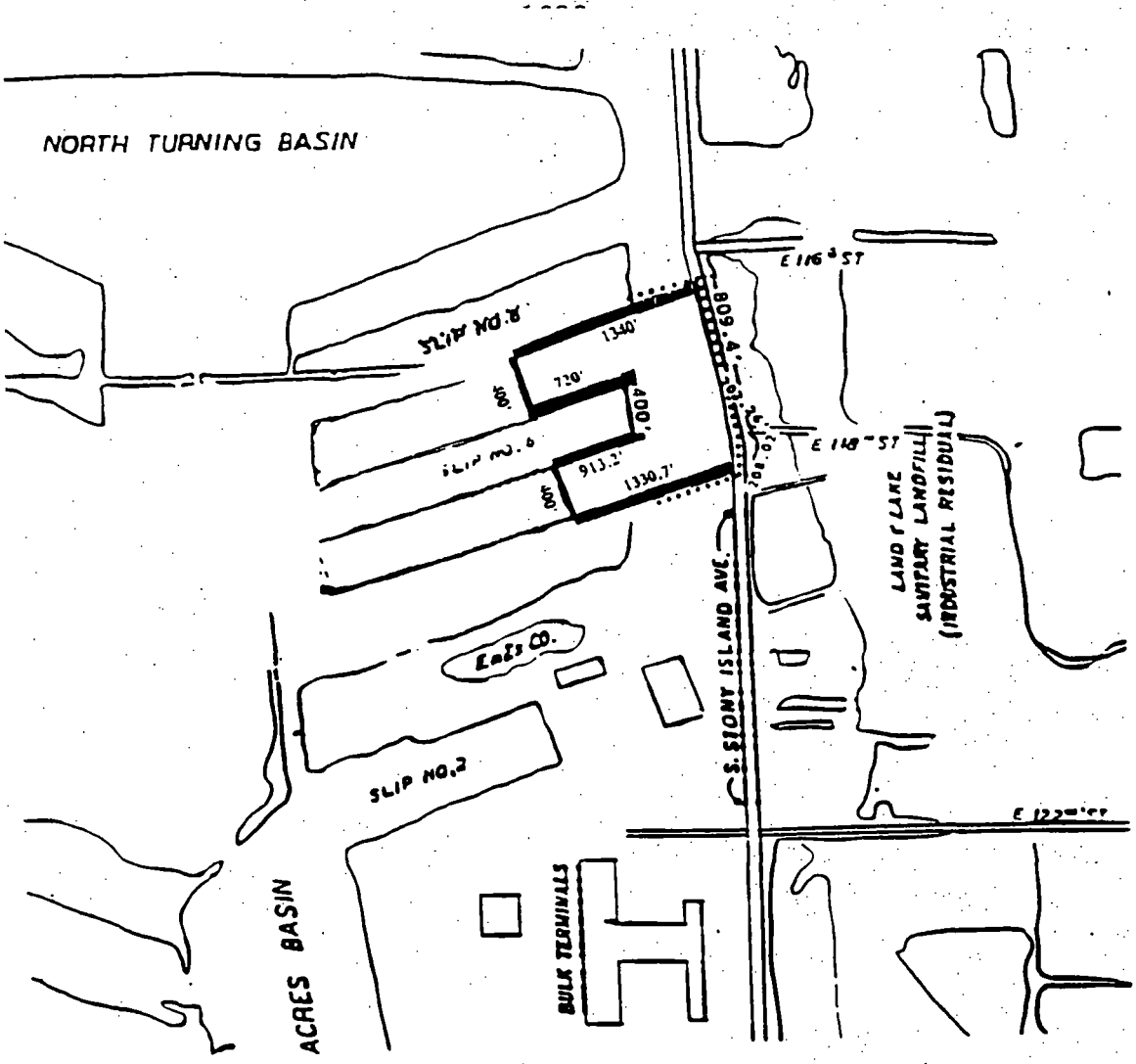
Zoning Boundaries

Applicant: Clean Harbors of Chicago, Inc.
11700-11800 S. Stony Island Ave., Chicago, IL 60617

Date: August 2, 1994

As Revised: August 28, 1995

Planned Development Boundary And Property Line Map.



Legend

..... Planned Development Boundary

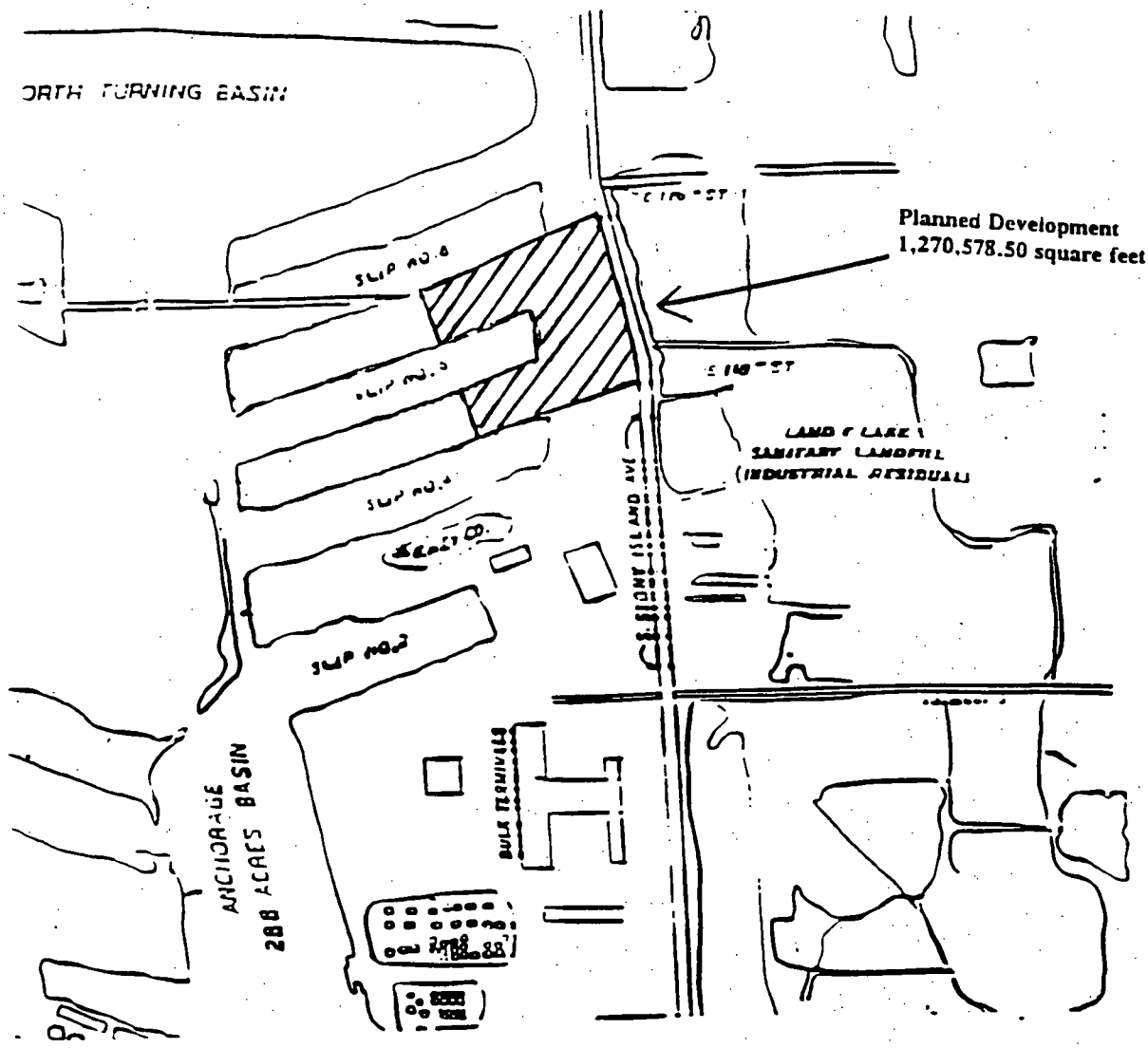
▬▬▬ Property Line

Applicant: Clean Harbors of Chicago, Inc.
11700-11800 S. Stony Island Ave., Chicago, IL 60617

Date: August 2, 1994

As Revised: August 28, 1995

Generalized Land-Use Plan.



Legend

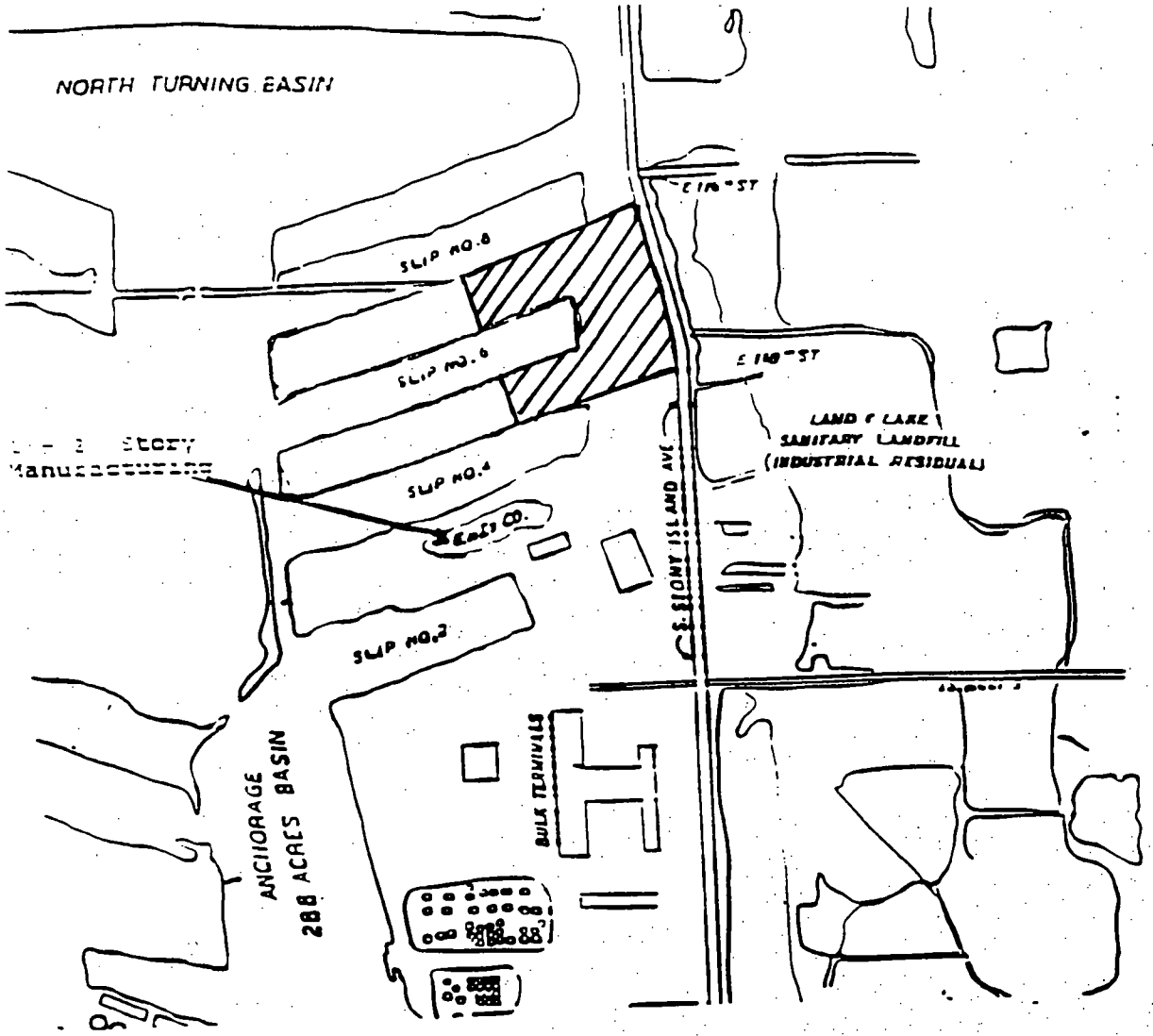
Subject Property

Applicant: Clean Harbors of Chicago, Inc.
11700-11800 S. Stony Island Ave., Chicago, IL 60617

Date: August 2, 1994

As Revised: August 28, 1995

Existing Land-Use Map.



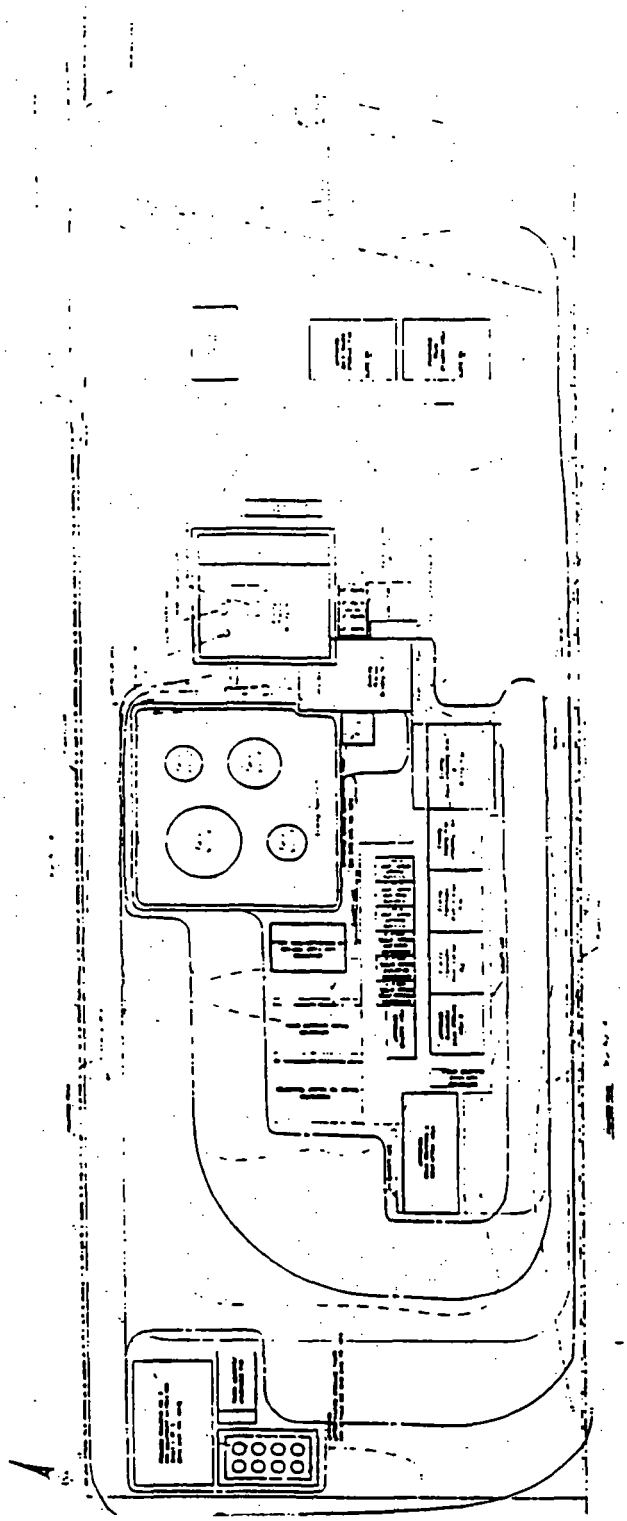
Legend

Subject Property

Applicant: Clean Harbors of Chicago, Inc.
11700-11800 S. Stony Island Ave., Chicago, IL 60617

Date: August 2, 1994
As Revised: August 28, 1995

Site/Landscape Plan.
(Page 1 of 3)



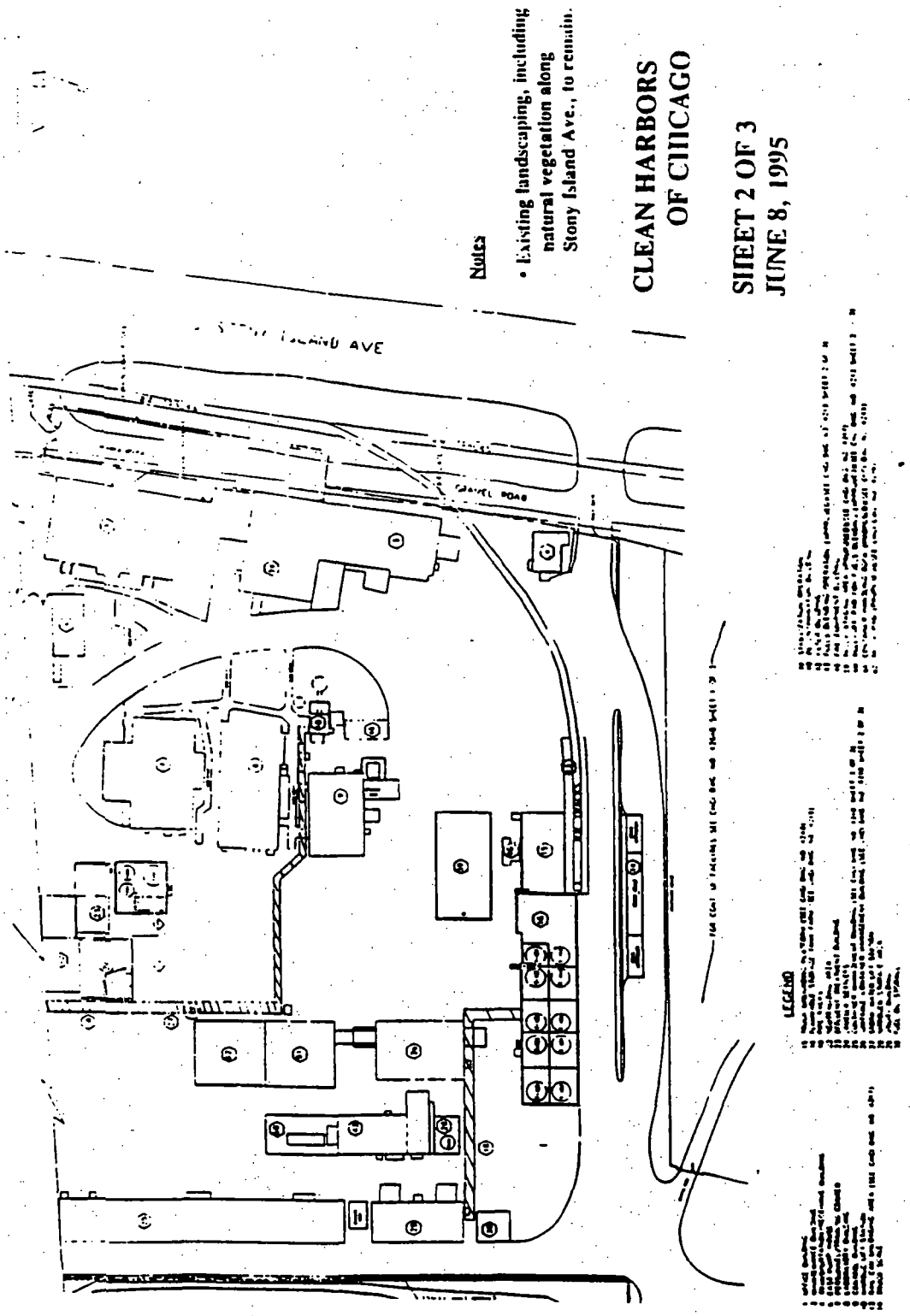
CLEAN HARBORS OF CHICAGO

SHEET 1 OF 3
JUNE 8, 1995

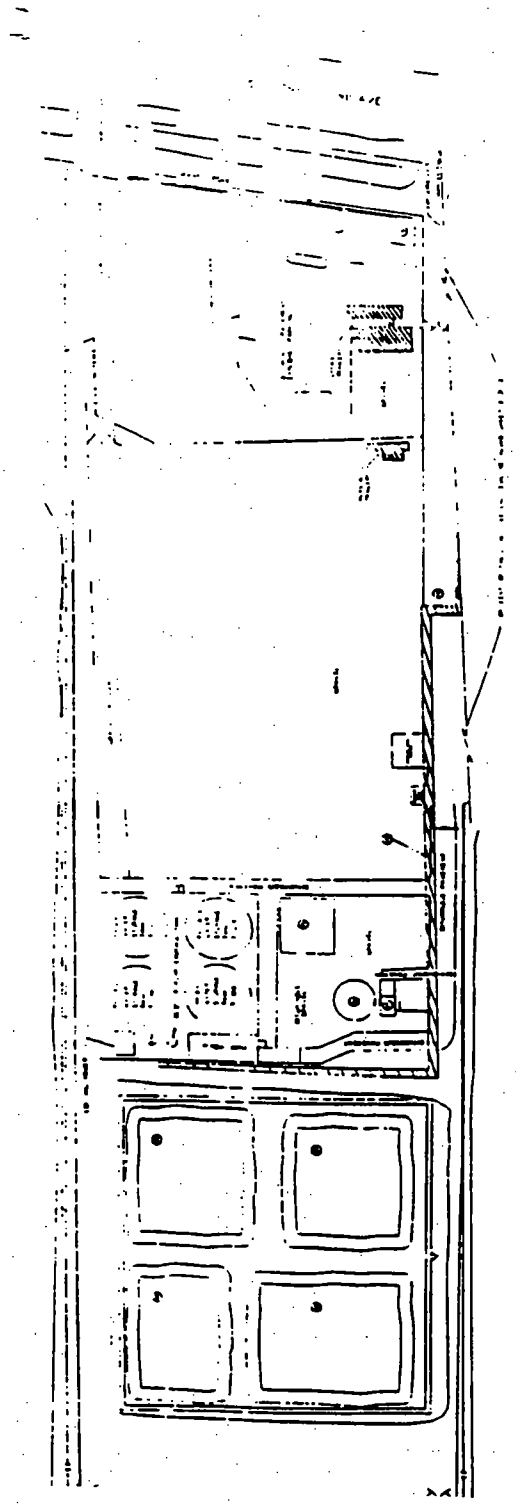
Notes

- Existing landscaping, including natural vegetation along Stony Island Ave., to remain.

Site/Landscape Plan.
(Page 2 of 3)



Site/Landscape Plan.
(Page 3 of 3)



CLEAN HARBORS OF CHICAGO

SHEET 3 OF 3
JUNE 8, 1995

Notes

- Existing landscaping, including natural vegetation along Stony Island Ave., to remain.
- 2 ½" caliper trees to be installed in parking lot islands, where missing.

LEGEND

ADDRESS TO CITY COUNCIL BY VICE PRESIDENT OF UNITED STATES, THE HONORABLE ALBERT A. GORE, JR.

Alderman Burke moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of welcoming the Vice President of the United States, The Honorable Albert A. Gore, Jr. and allowing him the privilege of the floor. The motion *Prevailed.*

Alderman Burke then moved that the Journal of Proceedings of the City Council reflect the remarks delivered by Vice President Gore. The motion *Prevailed.*

At this point in the proceedings, The Honorable Albert A. Gore, Jr., Vice President of the United States and The Honorable Richard M. Daley, Mayor were escorted to the Mayor's rostrum by Aldermen Rugai, Medrano, Giles and Stone. Mayor Daley then introduced to the City Council and its assembled guests Vice President Gore who delivered the following address:

Ladies and Gentlemen:

I am very grateful to you for your generous and warm welcome. I would like to thank Mayor Daley for his generous invitation to come here and speak to you. I am mindful of the fact it is a first of sorts and I am all the more grateful. Because of that, Mr. Mayor, I want to thank the Clerk of the City, James Laski and Treasurer of the City, Miriam Santos, and the members of the City Council including, especially, the escort committee. I would like to acknowledge all of the city and county elected officials and tell you again how grateful I am for the opportunity to speak here.

Mayor Daley has been a friend of long-standing on a personal basis, but also on a professional basis. And I say that as the person President Clinton has asked to head up our nation's project called "Reinventing Government". I look first of all to the outstanding work done by Mayor Daley in reinventing government here in the City of Chicago -- the pioneering work in privatization, in cutting down the size of bureaucracy and streamlining organizations, in listening to the employees and getting the best new ideas on how to make government work properly from the people who actually work on the front lines, where the rubber meets the road. All that was pioneered by your own mayor. He then went on to put together the coalition of Democratic and Republican mayors from around the country who put together a very sensible unfunded mandates law, that President Clinton was proud to sign, that is helping the cities of this country. We also turn to him for advice and as an example of how to fight against drugs and gangs and bring the crime rate down. A lot of the ideas that have been put into the President's anti-crime bill, a little bit more than a year old now, really came

from here and I am grateful to Mayor Daley for his outstanding leadership and his courage to break the mold and come up with new ways to serve the people in the neighborhoods where they deserve to be served. So, I salute your mayor, Mayor Richard Daley. Thank you again for your friendship.

I was reminiscing a little bit earlier about the first time that I had the privilege to make a speech here in Chicago. I was on crutches. I had injured my achilles tendon playing basketball doing one of those helicopter dunks -- some of you may be familiar with the terminology -- I hit my elbow on the rim coming down. But I am glad to finally get the cast off although the doctor tells me I will have to wear the old, full body cast for several more years. It's OK. I got used to those stiff jokes when I first came on the national stage, so to speak. It's no secret I ran for President in 1988, although it seemed like one at the time. It was a character building experience. I learned a lot of new jokes: "How can you tell Al Gore from a room full of Secret Service Agents? He's the stiff one." "If you use a strobelight, it looks like Al Gore's moving." "Al Gore is so boring, his Secret Service code name is 'Al Gore' ". It's alright. I have heard most of them by now but everytime I hear a new one I always have the same reaction -- very funny, Tipper. It was actually in order to escape that demeaning ridicule and reclaim my dignity that I decided to run for Vice President of the United States of America. That too has been a character building experience. I have learned there as well but I have enjoyed it a great deal. I have noticed that every time I get to vote in the Senate, we win. Not long ago, I went on the David Letterman Show and was asked to give a top 10 list of the best things about being Vice President. I want to share that whole list but I know you are at the end of your agenda. I do remember Number 5, it has to do with the great seal of the Vice President of the United States -- if you close your left eye and turn your head just right, it says President of the United States of America.

Now, I want to say a few words to you today about the battle that is raging in our nation, where policies that affect cities and people are concerned. This city is the place to talk about it and this chamber is the place to talk about it. This city is known far and wide as the hub of the North American continent. But more than that, it's the hub for people who care about working families. It was right here, the City of Chicago, on Saint Patrick's Day in 1992, that the real change came in the election of that year. In addition, we went on after the victory that many of you helped to give us, to invite a lot of talented men and women from Chicago and from Illinois to serve our nation. To start with, of course, this is the hometown of our first lady and I was very proud as an American, just recently, to hear American values defended with courage and forthrightness in Beijing, China by our first lady, Hillary Rodman Clinton, from Chicago.

In many more ways, Chicago's family has become the nation's family. David Wilhelm, who was the manager of the mayor's campaign, managed the president's campaign. My friend, Bill Daley, the mayor's brother, helped to lead the fight to help open up markets for American products to be sold

around the world. I had a chance to work with him very closely in that battle and I never had the privilege of working with a more talented individual. There is John Schmidt, who is serving with distinction to keep America's streets and neighborhoods safe at the Justice Department and the list goes on with George Munoz at Treasury; Frank Krusei at Transportation; Julia Stasch who did a superb job in reinventing the General Services Administration; Ertharin Cousin at the State Department; and Patty Solis at the White House. It's a very lengthy list and I have had the opportunity to get to know these and other Chicagoans very, very well.

I have seen the faces of hope on 75,000 of your fellow citizens at that massive gathering in October of 1992 at the Daley Center, less than a half block from this site. I will never forget that occasion. They are the same faces of hope the president and I saw on our bus trip at Vandalia, on the very first bus trip down in the southern part of this state. I know that I will see that hope once again on the faces of Americans when the entire nation joins us in the summer of 1996 for the Democratic National Convention, which I know is going to be the greatest political convention in our nation's history. We thank you for your hospitality.

Over the years I have seen how your innovative approaches to government have made a real difference in the lives of your citizens. The Mayor and I were reminiscing in a private discussion just a few moments ago about the visit that I was able to make with him to the southwest side to watch the implementation of your first community policing program. That was when we were putting together the anti-crime bill for the nation and your mayor and some of you and your police officers demonstrated firsthand why community policing is the key to bringing the crime rate down. We've all learned from creative, neighborhood-based programs such as the ones that you have supported here in the city. Just a little more than a year ago, the biggest anti-crime bill in the nation's history was signed into law by the President, breaking a six year log jam and look at the results -- in one year we have seen a reversal of the trends . No longer are crime rates going up in our nation but all across the nation the rates for murder, robbery, rape, burglary -- in every category the crime rates are coming down. Some people have been saying to the media, well we're not sure that we understand why that's happening. Well, I understand why it's happening, because I saw it happen here under Mayor Daley's leadership first, with community-based policing and prevention programs coupled with punishment swift and certain. Give kids something to say yes to. Give them alternatives. Give them ways to belong that don't see them drawn into these gangs. Let them be a part of something larger than themselves that's based in the community, then have the police officers out there on the beat familiar with the names and faces of every single, small businessperson in that neighborhood. With every single family to monitor what's going on, we stop crime before it gets out of control. We are grateful to Chicago for the progress our country is making and as a result of this bill the President signed into law, 100,000 new police officers are being put on the streets of cities across America. 25,000 extra officers are there already. We are way

ahead of schedule and that is the principle reason why we are bringing the crime rate down, along with forging new partnerships with local governments and state governments. Partnerships just like the one we have with Superintendent of Police, Matt Rodriguez, who's done a super job and serves as a member of the national committee to support law enforcement.

This kind of partnership approach between the federal government, state and local governments and between the private and public sectors represents the real key. I have seen this being put to work on the west side at the Lucy Flowers Vocational High School where I had the privilege to visit last year. Where innovating educators and concerned community leaders are introducing the students who are in school there to the world of entrepreneurship. I had a terrific meal that was planned and prepared by the students in the context of an entrepreneurship program. I talked with them firsthand about other small businesses that they are starting up, learning how at the end of their educational years they can go into the world of business. Not all of them will, but a lot of them will and the one best way to fight the poverty rate in a neighborhood that is distressed is to bring about more homegrown small businesses. That kind of partnership between the public and private sectors, as I mentioned, is what really pays off.

Of course, this vitality is at work not only at Flowers but across this city. I have seen men and women from Hyde Park on the south to Rogers Park in the north, from Saugnaush to Beverly, from Pilsen to Austin who today are facing the promise of better lives for themselves, their families and their children because of policies that put people first. We know that by working together, we can revitalize communities. For those people who throw up their hands and say we don't know how to make a difference, we might as well stop trying, I say they ought to come right here to Chicago and see how people can make a difference. Learn from men and women who care about their neighborhoods, who care about families and children and who are not into simple rhetoric and politicking but who apply hard work, right there where the rubber meets the road. That's the kind of approach we have been trying to take at the national level, in partnership with you.

I want to give you a few facts and figures. Right here in Chicago, three years ago, we saw the effects of a triple dip recession where every time the economy started moving the national trends would interfere and you had real problems nationwide. The unemployment rate had gone way up, deficits were sky rocketing in our nation to the 300 Billion Dollar a year level. We were seeing all kinds of problems and hope was beginning to diminish. Well, we took that same practical hands-on approach, the partnership approach based on communities and neighborhoods, and started trying to turn things around. We started giving tax breaks to working families with the earned income tax credit. We gave a tax break to small business. We started to reduce our deficit instead of letting it increase and we started focusing on families and communities. Now, three years later, nationwide instead of a triple dip recession we have had three years of steady, sustained economic growth in all fifty states simultaneously; 7.5

million new jobs with an average wage higher than the average wage in the general economy and right here in Chicago, from August 1993 when the new economic program was enacted into law to this month, there has been a decrease in the unemployment rate in Chicago from 7.0% down to 5.5% with 113,000 new jobs created right here in Chicago. That is progress. That is making a difference. Statewide, Illinois has over a quarter million new jobs. In the last 30 months alone, 53,000 small businesses here are paying lower taxes. Two million families are benefiting from the family and medical leave act. Statewide, the unemployment rate has gone from 6.8% down to 5.1% here in Illinois. During the previous four years, 52,600 manufacturing jobs were lost. In the last 30 months, we have created 27,500 new manufacturing jobs. Business failures had been increasing by 14% per year during the previous 12 years . Business failures have now dropped 39% per year. In the last thirty months, new business incorporations have increased almost 10%. Bank lending, which had decreased during the previous four years by 14 Billion Dollars has increased 15 Billion Dollars. Consumer confidence has almost doubled. Home building is up 6%. These are changes that make a difference in the community, in the lives of families.

It's true that the median income has not gone up and there are reasons for that. That's part of why we hired on -- to address the worldwide trends. It's happening in every industrial country in the world. That's what we are fighting to turn around. That's why the President has emphasized education and job training. That's why he passed the expansion of Headstart; the Goals 2,000 Program (a bipartisan program to improve our schools) so that those who don't go to college are steered towards an apprenticeship program or training program or work experience where they get into the groove and start bringing home a paycheck; the safe and drug free schools act, to get the drugs out of schools and to have more public safety attention in schools around the country; the student loan reform act, to make college loans more accessible to people; the expansion of Pell grants. These are policies that are all designed to say to working families in neighborhoods -- look, if you have a young son or daughter who aspires to go to college, money should not be a barrier, because if this young person is otherwise eligible to go to college and has the desire and the talent, we want this person to have the loan and the funding to make it accessible. Because we think that in the future, the way to improve a lot of families is to bet on education and job training because everybody understands that in the new economy in this world, the jobs that are opening up are the ones that are available to people who have the ability to learn and the ability to take on new skills, to take on these new occupations that didn't even exist 25, 30 years ago. And education and job training are the real keys to it. That's why we are increasing funding for Headstart. That's why we are fighting for summer jobs for 15,000 young people in Chicago who would have those jobs taken away under the proposal that is now pending in the Congress. Fighting for the funding for these programs therefore is really critical if we are going to secure our future. Also, we have to get the right technologies out into the neighborhoods, to the schools and to the classrooms.

Last week, concerned citizens throughout the nation watched with pride when the Chicago public schools system joined with the Shell Oil Co. to announce a $2,000,000 joint education, job training initiative for city youth. We salute you Mayor Daley for this accomplishment and also, once again, this is a model for the country. Now what we need is a continuation of this kind of practical approach with less partisan bickering and more constructive change, fewer words and more deeds, more partnership, more of a focus on the people who need the help. That's really always been the spirit of Chicago. From the days when you first became the nation's rail hub to the days when O'Hare was developed and you became the busiest hub for air transportation in the world and now, once again, as the 21st century approaches, Chicago is demonstrating that same tenacity to rebuild its community and renew the promise of a brighter tomorrow. I am here to tell you on behalf of President Clinton that as you undertake these new challenges, we will be with you every step of the way. We have already begun through our community empowerment zone and enterprise community programs. President Clinton has also provided 100 Million Dollars in special access to other federal grants and relief from red tape. We realize these are not solutions in themselves, but we hope to prove something in Pilsen, Little Village on the westside, and on the southside about how empowerment zones can work, not only here, but for rest of the country. The nation's eyes are upon you once again because if it works here, then the other communities that need the same kind of attention and help will realize that we've got the blueprint. That's why we are working so closely with people at the grassroots level.

You know, the President and I could not possibly have a higher level of confidence in the success of these efforts here in Chicago. We see it unfolding already. Your destiny is clearly written in the words of your City's motto "I Will" and it's this same "can do" spirit that will usher you to a new century of hope, possibility and promise. In schools like Flowers, where children can study and learn and create a bright future, in which the communities of our nation reject the politics of division and greed and polarization, where respect for our neighbors guides our outlook and compassion for our fellow man steers our interest. This is the spirit of Chicago and one of your great strengths. In this City Council, which has always had an open door between yourselves as elected officials and your constituents, whether in Wednesday evening potlucks at your ward offices or Saturday mornings at corner coffee shops, sharing gossip and coffee with your neighbors, hearing their concerns or listening to their hopes and dreams -- that is the way America is supposed to operate. You, as aldermen, know what is going on in your wards and your judgment here in this Council is always tempered by the fact that you are not isolated from the hopes and yearnings of the citizens in your ward. I can only wish that my colleagues in Washington, especially the House and Senate, will take the same opportunity to listen carefully to what the people are saying about what they want for the future of this country. Maybe if they did, they wouldn't be talking about putting our older and poorer citizens at greater risk by disintegrating a great national program like medicare. Maybe they would not be talking about this terrible blow to

public hospitals around the country with the slashing cuts in medicaid. Maybe if they look, listen to families that have somebody suffering from alzheimer's, they would back off this ridiculous proposal to slash the medicaid funding. Maybe they would not be talking about cutting our investments in Head Start, education and job training. If they listen to some of the conversations that you have in the corner cafes in your wards, maybe they would not have the audacity to even mention the possibility of eliminating these extra 100,000 police officers on the streets. It's unbelievable to me, after we put together a bipartisan coalition and put politics aside and said "let's put the police on the streets in the communities, let's bring the crime rate down" and now that's it working. It's unbelievable to me that they would imagine that they could come back home to districts across this country and possibly justify eliminating these extra police officers and then watch the crime rate go back up, watch more robberies, murders and rapes, burglaries. Why would they propose such a thing? They don't have to do it to balance the budget, because the President has shown how we can balance the budget and how we will balance the budget by taking a responsible approach and not cutting out police, not cutting money for schools, not gutting the protection for the environment. This is the right way to do it. This right wing, extremist proposal is the wrong way to do it. One of the things they propose, incidentally, has to do with the tax cut that I mentioned that we passed for working families. Under the proposal now pending in the Congress, here in Chicago, more than 350,000 families with children and low income wage earners will see a tax increase averaging $250 a year next year alone. For families with two children or more, the tax increase will go up to $1,000 per family under the House plan and the Senate proposal would be twice as bad. Now, after we cut taxes on working families and those at the very top paid a little bit more, we saw the results -- the economy is improved. Why would they want to increase taxes on working families in order to get a cut at the very top? People hear that and think that's partisan rhetoric. Well, ladies and gentlemen, the impact has nothing to do with partisanship or politics. The impact is on the families in the neighborhoods, in the community, and this is all coming to a head in the next six weeks. So one of the things that I would like to say as I close is that if the message is delivered from cities and from people and from families across this nation that partisan vengeance and politics as usual is not the formula and what we need to do is build on success and build on the kind of model that Mayor Daley and this City Council has provided here in Chicago, if that message gets out, then when the showdown over this budget comes in the next six weeks, the people will prevail and we'll balance the budget the right way, without these right wing, extremist proposals but in a way that preserves funding for neighborhoods and education and fighting crime and protecting the environment.

Well, in closing, let me say that all of us have taken a pledge in entering public service to serve people, to serve the future and to serve our nation. Let us in the days and months ahead recommit ourselves to that sacred pledge. Let us give it purpose through our work, residence through our wards and permanence through our actions. As President Bill Clinton and I

promised you on a beautiful winter morning on the steps of our nation's capital in January 1993 and as we will promise you again with your help in 1997 -- we can afford to do no less and will do no less. Let's work together for the people. Thank You.

REGULAR ORDER OF BUSINESS RESUMED.

MISCELLANEOUS BUSINESS.

EXPRESSION OF ENCOURAGEMENT FOR "MILLION MAN MARCH" TO BE HELD OCTOBER 16, 1995 IN WASHINGTON, D. C.

A proposed resolution, presented by Aldermen Tillman, Holt, Steele, Beavers, Dixon, Jones, Coleman, Streeter, Troutman, Evans, Chandler, Burnett, E. Smith, Burrell, Austin and Giles, reading as follows:

WHEREAS, A conservative and hostile climate seeks to derail the aspirations and progress of African Americans; and

WHEREAS, The Republican Contract with America has no respect for Black and poor people, as they reconstruct government with no commitment to health, housing, education or employment for poor people; and

WHEREAS, The recent Supreme Court decision on affirmative action supports the reconstruction of government; and

WHEREAS, The rate of joblessness, homelessness and crime has increased in the African American community, and African American men represent over half of the prison population; and

WHEREAS, As a result of these conditions, the Honorable Louis Farrakhan, Reverend Jesse Jackson, Reverend Joseph Lowery and many Christian and Muslim leaders, Black elected officials and other Black

leaders from across the country, have planned a march on October 16, 1995, for the purpose of a Holy Day of Atonement and Reconciliation; and

WHEREAS, The objective of the march is to set aside a day for African American men to reconcile their spiritual inner-beings and to redirect their focus to developing their communities, strengthening their families, working to uphold and protect our civil and human rights, and empowering themselves through the spirit of God, more effective use of their dollars, and through the power of the vote; now, therefore,

Be It Resolved, That the Chicago City Council fully encourages the Million Man March to be held in Washington, D.C..

On motion of Alderman Tillman, the foregoing proposed resolution was *Adopted* by a viva voce vote, with Alderman Doherty dissenting.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. Qiuzhen Wu, Director of the Secretarial Office, Bureau of International Judicial Assistance in the People's Republic of China.

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 Monday, the second (2nd) day of October, 1995, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of November, 1995, 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 Granato, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Huels, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 1, 1995, at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.