

COPY



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

Regular Meeting--Tuesday, November 24, 1992

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

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

Absent -- Alderman Burrell.

Call To Order.

On Tuesday, November 24, 1992 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Gabinski, Mell, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Quorum present.

Invocation.

Rabbi Arnold Kaiman, Congregation Kol-Ami, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Rules Suspended* -- TRIBUTE TO LATE MAYOR
HAROLD WASHINGTON.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

November 24, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of the late Mayor Harold Washington.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Mayor Harold Washington was elected the first African-American Mayor of Chicago in 1983 and was reelected in 1987; and

WHEREAS, Mayor Harold Washington faithfully served the people of Chicago until the last day of his life; and

WHEREAS, On November 25, 1987, five years ago this week, a fatal heart attack took his life and Chicagoans, young and old, mourned the loss of their leader; and

WHEREAS, Mayor Harold Washington shaped and guided this city for four and one-half years by bringing diverse voices together; and

WHEREAS, Mayor Harold Washington was equally comfortable at both a synagogue or a southside Baptist church. He was noted for dancing a jig on St. Patrick's Day, and dancing the night away with Gladys Knight and the Pips; and

WHEREAS, Mayor Harold Washington demonstrated camaraderie and sportsmanship as he cheered for our Bears, Bulls, Blackhawks, Sting, White Sox and Cubs; and

WHEREAS, Mayor Harold Washington envisioned Chicago as a city on the move, a city of winners. He promoted the idea of empowering people from all walks of life in all communities; and

WHEREAS, Mayor Harold Washington traveled all over this city, his ears always open to all voices no matter how pitched the tone; and

WHEREAS, Mayor Harold Washington believed that government should work for people. He rolled up his sleeves and strove toward making city government responsive to Chicago's communities; and

WHEREAS, Mayor Harold Washington grew up on Chicago's south side and attended DuSable High School, Roosevelt University and Northwestern Law School. In his dedication to education and his recognition that children are our future, he initiated school reform and the concept of the Local School Councils; and

WHEREAS, Mayor Harold Washington loved Chicago and its politics. He devoted his life to serving the city in the state legislature and United States House of Representatives; and

WHEREAS, Mayor Harold Washington was a man of tremendous wit and humor. His humor uplifted our spirits and his intelligence served Chicago well as he sought to solve its problems; and

WHEREAS, Mayor Harold Washington's legacy continues in the city departments he created: Cultural Affairs, Revenue and Aging as well as in numerous other initiatives that sprung from his administration; and

WHEREAS, Mayor Harold Washington launched many programs that advanced solutions to help Chicago's homeless, jobless and helpless. He recognized that only as a united community can we enable those less fortunate; and

WHEREAS, The City of Chicago moved to dedicate Chicago's world-renowned library, Loop College and other government and private buildings in his name; and

WHEREAS, Mayor Harold Washington is a role model for every child in this city. His charming, charismatic personality moved his foes to laughter and compromise. His tenure as Mayor of Chicago proved to benefit all; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this twenty-fourth day of November, 1992, do hereby encourage all Chicagoans to reflect upon the memory of Mayor Harold Washington on the fifth anniversary of his death; and

Be It Further Resolved, As we prepare for Thanksgiving we affirm our gratitude for the legacy of Mayor Harold Washington; and

Be It Further Resolved, That we remember the leadership, courage and dedication of one of Chicago's leaders, Mayor Harold Washington.

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

Rules Suspended -- CHICAGO BOARD OF EDUCATION AND
ILLINOIS GENERAL ASSEMBLY URGED TO TAKE
AGGRESSIVE ACTION TO REDUCE DANGERS
OF HANDGUNS AND ASSAULT WEAPONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution calling on the Chicago Board of Education and the Illinois General Assembly to take more aggressive action to reduce the dangers of handguns and assault weapons.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Crime rates are rising throughout the country and the easy availability of guns in society is a deadly problem; and

WHEREAS, The easy availability of guns has become a danger in Chicago's schools; and

WHEREAS, To keep weapons out of Chicago's schools and to create a safe learning environment, Mayor Richard M. Daley introduced a metal detector program to Chicago's public high schools last June; and

WHEREAS, This program offered all public high schools two walk-through detectors and four hand-held units, to be paid for with left-over Public Building Commission funds; and

WHEREAS, Forty-two out of seventy-five Chicago public high schools have requested the metal detectors, the remainder have declined or not responded to the offer; and

WHEREAS, With metal detectors in use, schools once again can be places of learning and safety, rather than places of fear and danger; and

WHEREAS, Being cognizant of the danger of firearms to all citizens, Mayor Daley has requested legislation in the Illinois General Assembly that includes a statewide ban on the possession and sale of handguns and semi-automatic assault weapons, a state law mandating a waiting period for gun purchases, and vehicle confiscation and driver's license revocation when illegal weapons are transported by car; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this twenty-fourth day of November, 1992, do hereby encourage all Chicago public high schools to implement the city's metal detector program; and

Be It Further Resolved, That we urge the Illinois General Assembly to pass legislation to protect the citizens of Illinois from growing crime rates, and criminals with sophisticated arsenals of weapons; and

Be It Further Resolved, That the City Clerk deliver certified copies of this resolution to the clerks of the Illinois House of Representatives and the Illinois Senate, and to the Chicago Board of Education.

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

Yeas -- Aldermen Mazola, Rush, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Aldermen Tillman, Bloom, Shiller -- 3.

Placed On File -- REAPPOINTMENT OF MS. MIRIAM SANTOS
AS TRUSTEE OF RETIREMENT BOARD OF
POLICEMEN'S ANNUITY AND
BENEFIT FUND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- I have reappointed Ms. Miriam Santos as a Trustee of the Retirement Board of the Policemen's Annuity and Benefit Fund for a term beginning December 1, 1992 and ending December 1, 1995.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS MEMBERS OF BACK OF THE YARDS
SPECIAL SERVICE AREA COMMISSION FOR
SPECIAL SERVICE AREA NUMBER 10.

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

November 24, 1992.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Back of the Yards Special Service Area Commission, Special Service Area Number 10, for the terms expiring October 1, 1992:

Dorothy Chaplick, reappointed; Jerry E. Mazzei, to succeed James Kim, whose term has expired; Susan Strohacher, to succeed William Burn, 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 STOCKYARDS SPECIAL SERVICE
AREA COMMISSION FOR SPECIAL SERVICE
AREA NUMBER 13.

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

November 24, 1992.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Stockyards Special Service Area Commission, Special Service Area Number 13, for the terms indicated:

Terms expiring October 1, 1994:

Charles J. Nodus; Gene Robbin and Patricia Schopper.

Terms expiring October 1, 1992:

Edward Fron, Richard J. McCurrie and Patrick J. Salmon.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
LOAN TO MR. MICHAEL A. BLANCHARD, JR. FOR
REHABILITATION OF PROPERTY AT
6217 -- 6219 AND 6221 -- 6223
SOUTH KENWOOD
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

November 24, 1992.

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 to amend an ordinance authorizing a loan to Michael A. Blanchard, Jr., in order to allow an additional source of funds for rehabilitation of property located at 6217 -- 6219 and 6221 -- 6223 South Kenwood Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF LOAN AGREEMENT
WITH DEL MAR APARTMENTS LIMITED PARTNERSHIP
FOR REHABILITATION OF PROPERTY AT
5042 NORTH WINTHROP 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

November 24, 1992.

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 a loan agreement with the Del Mar Apartments Limited Partnership under which the limited partnership will receive a loan of \$4,712,867 for the rehabilitation of 164 single-room occupancy units at 5042 North Winthrop Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
LOAN TO FOSTER ENTERPRISES, INC. FOR REHABILITATION
OF PROPERTY AT WEST MADISON STREET
AND NORTH KEELER 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

November 24, 1992.

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 to amend an ordinance authorizing a loan to Foster Enterprises, Inc., in order to allow an additional source of funds for the rehabilitation of property located at West Madison Street and North Keeler Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
AGREEMENT WITH ILLINOIS DEPARTMENT OF
CORRECTIONS REGARDING OFFENDER
TRACKING 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

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance to amend an ordinance authorizing an agreement between the Chicago Police Department and the Illinois Department of Corrections concerning the offender tracking system.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF MAINTENANCE
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
LANDSCAPING OF LAKE SHORE DRIVE.

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

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Director of Budget and Management, I transmit herewith an ordinance authorizing the city to enter into a maintenance agreement with the Chicago Park District for the landscaping of Lake Shore Drive.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF LOAN AGREEMENT
WITH MAGNOLIA LIMITED PARTNERSHIP FOR
REHABILITATION OF PROPERTY AT 4262
NORTH MAGNOLIA 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

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to award a loan in an amount not to exceed \$1,536,058 to the Magnolia Limited Partnership for the purpose of rehabilitating 70 units of single-room occupancy housing at 4262 North Magnolia Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ASSURANCE OF CITY'S INTENT TO COMPLETE
INFRASTRUCTURE DEVELOPMENT IN STOCKYARDS
NORTHWEST QUADRANT INDUSTRIAL PARK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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 a resolution offering assurances of the city's intent to complete infrastructure development in the Stockyards Northwest Quadrant Industrial Park, as an inducement to the United States Department of Commerce Economic Development Administration to contribute up to \$2,000,000 toward the cost of the project.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
LOAN TO VINCENNES COURT LIMITED PARTNERSHIP FOR
REHABILITATION OF PROPERTY AT 4801 -- 4807
SOUTH VINCENNES 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

November 24, 1992.

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 to amend an ordinance authorizing a loan to Vincennes Court Limited Partnership, in order to allow an additional source of funds for the rehabilitation of property located at 4801 -- 4807 South Vincennes Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ENVIRONMENTAL PROTECTION AND
CONTROL ORDINANCE TO ALLOW FOR RECOVERY OF
ADDITIONAL PENALTY IN AMOUNT EQUAL TO
CITY'S ATTORNEY'S FEES AND COSTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending the Environmental Protection and Control Ordinance to provide for the recovery of an additional penalty in an amount equal to the city's attorney's fees and costs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBSTITUTION OF TRANSFEREES FOR TRANSFER
OF PROPERTY AT 641 -- 645 WEST 120TH STREET
PURSUANT TO CHICAGO ABANDONED
PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance substituting transferees for the transfer of property located at 641 -- 645 West 120th Street pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF PROPERTY
AT 6247 -- 6259 SOUTH ELLIS AVENUE/1000 -- 1012
EAST 63RD STREET TO SELECTED NOMINEE
PURSUANT TO CHICAGO ABANDONED
PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance authorizing the transfer of property located at 6247 -- 6259 South Ellis Avenue/1000 -- 1012 East 63rd Street to a nominee selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith three ordinances accepting bid proposals for the sale of various city-owned properties. The attached bid proposals were opened at a public meeting held November 19, 1992.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REJECTION OF BID PROPOSAL FOR CITY-OWNED
PROPERTY AT 6458 -- 6460 SOUTH
UNIVERSITY 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

November 24, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance rejecting a bid proposal for the sale of City-owned property located at 6458 -- 6460 South University

Avenue. The attached bid proposal was opened at a public meeting held November 10, 1992.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- EXECUTIVE BUDGET FOR YEAR 1993 AND
COMMUNITY DEVELOPMENT BLOCK GRANT
ENTITLEMENT FOR YEAR XIX.

The City Clerk received in his office on November 10, 1992 the following documents from The Honorable Richard M. Daley, Mayor, which were *Placed on File*:

1993 Mayoral Budget Recommendations;

1993 Revenue Estimates;

1993 Program and Budget Summary; and

Budget Recommendations and Proposed Statement of Objectives and Projected Use of Funds for Year XIX Community Development Block Grant.

Placed On File -- OATH OF OFFICE OF
MR. JORGE E. CABALLERO.

Also, the oath of office of Mr. Jorge E. Caballero as a member of the Chicago Cable Commission, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF
MS. CARMEN IACULLO.

Also, the oath of office of Ms. Carmen Iacullo as a member of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund, which was *Placed on File*.

Placed On File -- LAKE VIEW/UPTOWN NEIGHBORHOOD
PROTECTION AND IMPROVEMENT PLAN UPDATE.

Also, a communication from Mr. J. F. Boyle, Acting Commissioner, Department of Transportation, under date of November 6, 1992, transmitting an update on the Lake View/Uptown Neighborhood Protection and Improvement Plan pursuant to an ordinance passed February 15, 1988, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on November 6, 1992, and which were required by statute to be published in book or pamphlet form or in one or more newspaper, were published in pamphlet form on November 24, 1992, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 6, 1992,

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.

November 10, 1992.
(Special Meeting)

The City Clerk also informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on November 10, 1992, 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 November 24, 1992 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on November 10, 1992, 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:

Chicago Public Auto Auction, Inc. -- to classify as a C2-1 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 16-E bounded by:

commencing at the southeast corner of East 63rd Street and South State Street; thence east on the south line of East 63rd Street, 246 feet to the place of beginning; thence east on the south line of East 63rd Street, 580 feet; thence southeasterly along the arc of a circle, convex to the southwest and having a radius of 1,080.74 feet (said arc being the westerly line of a strip of ground conveyed to the City of Chicago on March 4, 1958 as Document No. 17147266) a distance of 191.09 feet to a point 184 feet south of the south line of East 63rd Street and 877.88 feet, east of the east line of South State Street; thence west 156.88 feet to a point 184 feet south of the south line of East 63rd Street and 721 feet east of the east line of South State Street; thence south 15 feet to a point 199 feet south of the south line of East 63rd Street and 721 feet east of the east line of South State Street; thence west 400 feet to a point 199 feet south of the south line of East 63rd Street and 321 feet east of the east line of South State Street; thence northwesterly 84.93 feet to a point 159 feet south of the south line of East 63rd Street and 246 feet east of the east line of South State Street; and thence north 159 feet to the place of beginning.

Holy Cross Hospital -- to classify as a B2-1 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 16-I bounded by:

a line 123 feet north of and parallel to West 67th Street (Marquette Road); South Talman Avenue; West 67th Street (Marquette Road); and the alley next west of and parallel to South Talman Avenue.

Nick Kontos, c/o John J. Pikarski, Jr. -- to classify as a C1-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 7-I bounded by:

a line 50 feet north of and parallel to West Barry Avenue; the alley next east of North California Avenue; West Barry Avenue; and North California Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

A & M Express, Inc., American Ambassador Ins. Co. (3) Jimmie P. Boggus, Willie Rivers and Inef Robinson, American Family Ins. Co. and McDonald's Restaurant, American Hardware Ins. Co. and Mayfair Rental & Leasing, Armstead Sr. Henry;

Bailey Nicholas F., Barliant & Co., Barnes Jr. Arthur B., Barnes Iola, Bartt Russell E., Bolin Thomas W., Brown William L., Brown William, Bruell Audrey, Burlak Drew, Butler Gerald, Butt John P.;

Campbell Devon, Campbell Linda, Campos Bonnie J., Carranza Jose, Catalonotte Ken, Chambers-White Miriam, Claudio Jr. Jaime, Clowers Ethel, Collins Herbert, Colonial Ins. Co. of California and Nina Hood;

Denk JoAnn, Des Rosiers Mark, Domino Anthony J., Dvornik Jr. Donald;

Economy Fire & Casualty Ins. Co. and Hedy Enblum, Evans Nellie Lee;

Farley Candy Co., Field Sheldon, Filter Fresh, Flores Medina, Fouchey Jennifer;

Garcia Ramon, Goode Donna, Greenwood Tomie, Gregory Damian, Guthman Larry;

Hanek Mark, Hasiak Eugene, Hayes Clara, Hodgkins Cynthia Ann, Horta Alfredo, Humphrey Paul;

Jacobson Curtis M., Jeffrey Timothy, Johnson Eleanor;

Kaewila Lek, Keaton Clester, Kemper Ins. Co. (2) Angelica Corp. and Curtis and Kimberly Smith, Klein Linda;

Lach John M., Leary Gregg, Lee Tohyon, LeSure Henry, Levos Kori, Lucich Jerome and Lynn M. Matousek, Luz Gary;

MacLennan Bruce, Matthews Gale R., McGrath Martin F., Medina Louis J., Mendoza Marco, Michod Charles, Mitchell Freddie, Mitchell Nicholas, Morales Andrew, Morris Eugene, Muresan Mike;

Nowicki John;

O'Roark Frank, Ortega Macedonio, Ortiz Lillian;

Papa Dean, Parrilli Joanne, Patrick Gloria, Peoples Gas Light and Coke Co. (14), Potts Kristin E., Pridgeon Thomas, Proutsos Theophane, Prudential Property & Cas. Ins. Co. and Miquel Teresi, Pryor Lela M.;

Rhoades Michael, Rosado Robert;

Sametz, Richard, St. Paul Joan M., Schmitt James, Schwartz Phillip, Schwartz Ronald, Schwarz Robert, Scott Christine C., Sentry Inc. Co. and Joseph Fallon, Serna Froylan, Sevier Jesse, Shankman Sherri, Shapiro Nina, Simon Addie E., Sutton John, Szczepanik Ludwik;

Taylor Ernest B., Thomas Richard, Turner Evelyn;

Uhlar George;

Vanzant Mary, Vizcarra Manuel;

Washington Edward, Webb Ruth L., Whitlock James, Woodard Sarah N.;

Yale John W.;

Zeivel Roger, Zieman Robert.

Referred -- PROPOSED "BALANCED GROWTH
INITIATIVE" RESOLUTION.

Also, a communication from Mr. John LeFlore, staff member of the Chicago Affordable Housing Coalition, under the date of November 2, 1992, transmitting a proposed resolution directing the Department of Planning and Development to require any centrally located development receiving public assistance to contribute a percentage of said subsidy into the Chicago Low-Income Housing Trust fund for community based affordable housing, which was *Referred to the Committee on Finance*.

Referred -- PROPOSED ORDINANCE AMENDING TITLE 4,
CHAPTER 264 OF MUNICIPAL CODE CONCERNING
LICENSING AND RECORD KEEPING PRACTICES
OF SECONDHAND BUSINESS
ESTABLISHMENTS.

Also, a communication from Mr. Jack McGurdy, under date of November 12,

1992, transmitting a proposed ordinance amending Title 4, Chapter 264, Sections 020 and 050 of the Municipal Code of Chicago, affecting licensing and record keeping practices of secondhand businesses, which was *Referred to the Committee on License and Consumer Protection*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**APPOINTMENT AND REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS COMMISSIONERS OF SPECIAL
SERVICE AREA NUMBER 3.**

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration the appointments of Thomas D. O'Reilly, Conrad S. Berkin, Gintaras P. Cepenas, Victoria Varela, Lawrence J. Gesiakowski, Kathleen Grusczyk and Ronald D. Phares as Commissioners of Special Service Area Number 3, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Lawrence J. Gesiakowski, Ms. Kathleen Grusczyk and Mr. Ronald D. Phares and reappointments of Mr. Conrad S. Berkin, Mr. Gintaras P. Cepenas, Mr. Thomas D. O'Reilly and Ms. Victoria Varela as Commissioners of Special Service Area Number 3 were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

APPOINTMENT AND REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS COMMISSIONERS OF SPECIAL
SERVICE AREA NUMBER 4.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration the appointments of Alfred T. Bean, Sheila F. Stanczak, Eleanor Hollander, Vincent J. Sheridan, Herbert J. Bias, Dennis Heywood, Otto Kaiserauer and Emil C. Mahler as Commissioners of Special Service Area Number 4, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Herbert J. Bias, Mr. Dennis Heywood and Ms. Eleanor Hollander and reappointments of Mr. Alfred T. Bean, Mr. Otto Kaiserauer, Mr. Emil C. Mahler, Mr. Vincent J. Sheridan and Ms. Sheila F. Stanczak as Commissioners of Special Service Area Number 4 were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

APPOINTMENT AND REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS COMMISSIONERS OF SPECIAL
SERVICE AREA NUMBER 5.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration the appointments of Joseph M. Vidales, Michael H. Horwitz, George N.

Eliopulos, Barbara K. Minster and Nicholas Alivojvodic as Commissioners of Special Service Area Number 5, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Nicholas Alivojvodic and reappointments of Mr. George N. Eliopulos, Mr. Michael H. Horwitz, Ms. Barbara K. Minster and Mr. Joseph M. Vidales as Commissioners of Special Service Area Number 5 were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

EXTENSION OF APPLICATION DEADLINE FOR
SENIOR CITIZEN WATER AND SEWER
SERVICE CHARGE REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Section 3-12-050(b) of the Municipal Code of the City of Chicago concerning senior citizen sewer refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 3-12-050 of the Municipal Code of Chicago, regulating water and sewer service charge exemptions for qualifying senior citizens, was updated and passed by the City Council November 22, 1991, and appears on pages 9167 -- 9169 of the Journal of Proceedings of that date; and

WHEREAS, Paragraph (b) of said Section states, in part, that "Application for a refund in lieu of exemption shall be made to the alderman

of the ward in which the applicant resides no later than August 1 of the calendar year for which a refund is requested"; and

WHEREAS, 1992 is the first year such date restriction has been imposed and has proven impractical for this starting year, and as citizens become used to the program, aldermen have received applications after August 1, 1992; and

WHEREAS, It is fitting and proper to extend the deadline in this first year of the present refund program; now, therefore,

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

SECTION 1. That the deadline for receiving applications of qualifying senior citizens seeking appropriate refunds of water and sewer service charges be extended from August 1 to January 1, 1993, in this first year of said refund program.

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

AUTHORIZATION FOR SALE OF CERTAIN MORTGAGE LOANS
AND REDEMPTION OF CITY OF CHICAGO HOME
IMPROVEMENT LOAN REVENUE BONDS,
1983 SERIES A.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the sale of mortgage loans and redemption of City of Chicago Home Improvement Loan Revenue Bonds, 1983 Series A, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of the Constitution which may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, The City issued \$20,000,000 Home Improvement Loan Revenue Bonds, 1981 Series A (the "1981 Bonds") pursuant to an ordinance duly adopted by the City Council of the City (the "City Council") on November 4, 1981, and Trust Indenture (the "1981 Indenture") dated as of December 1, 1981, by and between the City and First National Bank of Chicago, as Trustee, and \$10,000,000 Home Improvement Loan Revenue Bonds, 1983 Series A (the "1983 Bonds") pursuant to an ordinance duly adopted by the City Council on November 14, 1983, and Trust Indenture (the "1983 Indenture") dated as of December 1, 1983, by and between the City and Continental Illinois National Bank and Trust Company of Chicago, now known as Continental Bank, National Association, as Trustee (the 1981

Indenture and 1983 Indenture are collectively referred to herein as the "Indentures"); and

WHEREAS, The proceeds of the 1981 Bonds and the 1983 Bonds were used to finance the purchase of home improvement loans originated and serviced by certain participating lending institutions (together with their successors in interest, the "Participating Institutions") for persons of low- and moderate-income within the City (the "Mortgage Loans"); and

WHEREAS, Under the provisions of the Indentures, the City may sell the Mortgage Loans to one or more purchasers, and redeem the 1981 Bonds and 1983 Bonds prior to maturity; and

WHEREAS, The City has redeemed all of the outstanding 1981 Bonds and there are no 1981 Bonds outstanding; and

WHEREAS, It is now considered desirable and in the public interest for the City to redeem the 1983 Bonds in accordance with the provisions of the 1983 Indenture and to sell the Mortgage Loans (including without limitation the related mortgage notes, the related mortgages or deeds of trust and the related assets) to one or more purchasers; and

WHEREAS, It is necessary and desirable in connection with the sale of the Mortgage Loans (including without limitation the related mortgage notes, the related mortgages or deeds of trust and the related assets) to execute certain other documents and instruments, including without limitation assignments of the Mortgage Loans;

Now, Therefore, In consideration of the foregoing premises:

Be It Ordained by the City Council of the City of Chicago, Cook County, Illinois, as follows:

SECTION 1. That it is the finding and declaration of the City Council that the redemption of the 1983 Bonds and the sale of the Mortgage Loans is advantageous to the City and therefore serve a valid public purpose within the meaning of the Constitution.

SECTION 2. The Mayor of the City (the "Mayor") or the Comptroller of the City (the "Comptroller") be, and each of them hereby is, authorized, empowered and directed to do all things necessary for the sale of the Mortgage Loans (including without limitation the related mortgage notes, the related mortgages or deeds or trust and the related assets) to Howard Weil Mortgage Corporation or such other purchaser acceptable to the Mayor or the Comptroller at a purchase price of not less than seventy-five percent (75%) of the aggregate principal amount of the Mortgage Loans, and to apply the proceeds of the sale of the Mortgage Loans (if necessary), which together with the moneys on deposit in the funds and accounts held under the 1983

Indenture, are sufficient to redeem the 1983 Bonds as a whole in accordance with the provisions of the 1983 Indenture; and that from and after the sale of the Mortgage Loans, the officers, officials, agents and employees of the City are hereby authorized, empowered and directed, for and on behalf of the City, to do all such acts and things and to execute and deliver papers, documents, certificates and other instruments as may be necessary to carry out and comply with such sale of the Mortgage Loans.

SECTION 3. The Mayor or the Comptroller and the proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed, for and on behalf of the City, to do all such acts and things and to execute a Mortgage Loan Sale and Purchase Agreement, Assignment of Mortgages and such other papers, documents, instruments and certificates, as may be necessary to carry out and comply with the sale of the Mortgage Loans and to further the purposes and intent of this authorizing ordinance, including the preamble hereto and the provisions of such agreements (as executed).

SECTION 4. All acts of the Mayor, Comptroller, officers, officials, agents and employees of the Issuer which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the sale of the Mortgage Loans and the redemption of the 1983 Bonds prior to maturity be, and the same hereby are, in all respects, approved and confirmed.

SECTION 5. The Mayor and the Comptroller may each designate another to act as their respective proxy and to affix, manually or by facsimile, their respective signatures to any other instrument, certificate or document required to be signed by such officer pursuant to this ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for such officer. A written signature of such officer, respectively executed by the person so designated, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

SECTION 6. The provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

SECTION 7. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

SECTION 8. This ordinance shall take effect immediately upon its passage.

ABATEMENT OF 1992 PROPERTY TAXES RELATING TO PUBLIC
BUILDING COMMISSION BUILDING REVENUE BONDS,
SERIES A AND B OF 1975 AND SERIES A OF 1978.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three ordinances abating taxes levied on all taxable property within the City for 1992 related to Public Building Commission Building Revenue Bonds for the total amount of \$1,752,965, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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):

*Abatement Of 1992 Property Taxes Relating To Public
Building Commission Building Revenue Bonds,
Series A Of 1975.*

WHEREAS, The City of Chicago, Illinois (the "City") entered into a lease on December 26, 1974 (the "Lease") with the Public Building Commission of Chicago (the "Commission") for the construction and rental of a Streets and Sanitation Department office, an equipment yard facility and a neighborhood health center (the "Sites"); and

WHEREAS, The Commission issued its Building Revenue Bonds, Series A of 1975 in the principal amount of \$38,000,000 for the purpose of paying the cost of acquiring, constructing and equipping the Sites; and

WHEREAS, The City provided by ordinance adopted December 20, 1974, for the levy and collection of a direct annual tax sufficient to pay the rentals due under the Lease, as and when the same became due and payable, the Lease and said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1992 Annual Appropriation Ordinance provided for a reduction in the 1992 tax levy on certain long-term bonds and leases; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1992 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City under the Lease by the sum of \$52,714.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

*Abatement Of 1992 Property Taxes Relating To Public
Building Commission Building Revenue Bonds,
Series B Of 1975.*

WHEREAS, The City of Chicago, Illinois (the "City") entered into a lease approved by the City Council of the City on September 29, 1975 (the "Lease") with the Public Building Commission of Chicago (the "Commission") for the rental of three fire stations, a neighborhood health center, a law enforcement facility and the Central Library Building; and

WHEREAS, The Commission issued its Building Revenue Bonds, Series B of 1975 secured by the rental payments due under the Lease; and

WHEREAS, The City provided by ordinance adopted on September 29, 1975, for the levy and collection of a direct annual tax sufficient to pay the rentals due under the Lease, as and when the same became due and payable, the Lease and said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1992 Annual Appropriation Ordinance provided for a reduction in the 1992 tax levy on certain long-term bonds and leases; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1992 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City under the Lease by the sum of \$1,044,122.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

*Abatement Of 1992 Property Taxes Relating To Public
Building Commission Building Revenue Bonds,
Series A Of 1978.*

WHEREAS, The City of Chicago, Illinois (the "City") entered into a lease approved by the City Council of the City on June 7, 1978 (the "Lease") with the Public Building Commission of Chicago (the "Commission") for the rental of two law enforcement facilities, four Department of Streets and Sanitation facilities and a Chicago Public Library site; and

WHEREAS, The Commission issued its Building Revenue Bonds, Series A of 1978 secured by the rental payments due under the Lease; and

WHEREAS, The City provided by ordinance adopted on June 7, 1978, for the levy and collection of a direct annual tax sufficient to pay the rentals due under the Lease, as and when the same became due and payable, the Lease and said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1992 Annual Appropriation Ordinance provided for a reduction in the 1992 tax levy on certain long-term bonds and leases; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1992 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City under the Lease by the sum of \$656,129.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

ABATEMENT OF 1992 PROPERTY TAXES RELATING TO GENERAL
OBLIGATION ADJUSTABLE RATE BONDS, PROJECT
SERIES OF 1985 AND CENTRAL PUBLIC
LIBRARY SERIES A, B AND C
OF 1988.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two ordinances authorizing the abatement of taxes related to General Obligation Adjustable Rate Bonds, for the total amount of \$21,419,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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):

*Abatement Of 1992 Property Taxes Relating To General
Obligation Adjustable Rate Bonds, Project Series Of 1985.*

WHEREAS, On December 10, 1985, the City of Chicago, Illinois (the "City") issued its General Obligation Adjustable Rate Bonds, Project Series of 1985 (the "Bonds"), for the purpose of paying the cost of capital projects, capitalizing interest on the Bonds and paying costs of issuance of the Bonds; and

WHEREAS, The City provided by ordinance adopted August 20, 1985, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1992 Annual Appropriation Ordinance provided for a reduction in the 1992 tax levy on certain long-term bonds; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1992 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$9,000,000.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

*Abatement Of 1992 Property Taxes Relating To General Obligation
Adjustable Rate Bonds, Central Public Library Project,
Series A, B And C Of 1988.*

WHEREAS, On March 30, 1988, the City of Chicago, Illinois (the "City")

issued its General Obligation Adjustable Rate Bonds, Central Public Library Project Series A, B and C of 1988 (the "Bonds"), for the purpose of providing funds for the acquisition, construction, repair, remodeling, improvement, furnishing and equipping of public library facilities; and

WHEREAS, The City provided by ordinance adopted on December 16, 1987, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1992 Annual Appropriation Ordinance provided for a reduction in the 1992 tax levy on certain long-term bonds; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1992 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of \$12,419,000.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF LOAN AGREEMENT WITH SSG LIMITED PARTNERSHIP
FOR REHABILITATION OF PROPERTY AT
4433 -- 4447 SOUTH GREENWOOD
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending a previous ordinance which authorized a loan to SSG Limited Partnership, in an amount of \$345,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") by an ordinance enacted on December 11, 1991 and published at pages 10570 -- 10573 of the Journal of Proceedings of the City Council of said date (the "Prior Ordinance"), which was amended by an ordinance enacted on July 7, 1992 and published at pages 18324 -- 18326 of the Journal of Proceedings of the City Council of said date (the "First Amendment"), has previously authorized a loan (the "Loan") by the City to SSG Limited Partnership (the "Borrower"), of which Rezmar Corporation, an Illinois corporation (the "General Partner"), is the sole general partner, in an amount not to exceed \$345,000, which was to be funded from Rental Rehabilitation Program (as hereinafter defined) grant funds, Program Year VI, to finance in part the rehabilitation of a vacant building located at 4433

-- 4447 South Greenwood Avenue, Chicago, Illinois and consisting of forty-eight rental housing units for low- and moderate-income persons; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C., Section 12701, et seq.), which provided for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of \$3,124,760 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990); and

WHEREAS, The City's Department of Housing ("D.O.H.") has available to it at least \$345,000 (the "Rental Rehabilitation Repayment Funds") in program income (as defined in 24 C.F.R., Section 511.76(b)) derived from the use of Rental Rehabilitation Program grant funds; and

WHEREAS, D.O.H. desires to use such Rental Rehabilitation Repayment Funds to finance the Loan and to amend the Prior Ordinance and the First Amendment to change the source of funds for the Loan to Rental Rehabilitation Repayment Funds; now, therefore,

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

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

SECTION 2. The Prior Ordinance is hereby amended by deleting the fourth Whereas clause and inserting in place thereof the fourth Whereas clause of this ordinance.

SECTION 3. All references in the Prior Ordinance and the First Amendment to "Rental Rehabilitation Program grant funds, Program Year VI", "Rental Rehabilitation Program Year VI" or "Rental Rehabilitation Program Year VI funds" shall be amended to read "Rental Rehabilitation Repayment Funds".

SECTION 4. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance and the First Amendment shall remain in full force and effect.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. The Commissioner of D.O.H. is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the terms of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF LOAN AND SECURITY AGREEMENT WITH TEODOR LUCA
AND ESTERA LUCA UNDER MULTI-PROGRAM FOR
REHABILITATION OF PROPERTY AT
4922 -- 4930 NORTH KEDZIE
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending a loan agreement with Teodor and Estera Luca for property located 4922 -- 4930 North Kedzie Avenue, in an amount not to exceed \$630,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") by an ordinance enacted on July 7, 1992 and published at pages 18326 -- 18330 of the Journal of Proceedings of the City Council of said date (the "Prior Ordinance"), has previously authorized a loan (the "Loan") by the City to Teodor and Estera Luca (the "Borrowers"), in an amount not to exceed \$630,000, which was to be funded from Rental Rehabilitation Program (as hereinafter defined) grant funds, Program Year VII and Multi-Program (as hereinafter defined) funds, Year XVIII, to finance in part the rehabilitation of a building located at 4922 -- 4930 North Kedzie Avenue, Chicago, Illinois and consisting of thirty-one rental housing units for low- and moderate-income persons; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C., Section 12701, et seq.), which provided for federal grants to local governments to help finance rehabilitation of privately-owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of \$2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, The City has programmed \$7,250,000 of Community Development Block Grant funds under its Housing Rehabilitation and New

Construction Program (the "Multi-Program") in Program Year XVIII, 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

WHEREAS, The Prior Ordinance set forth the source of funds for the Loan as \$72,000 of Multi-Program Year XVIII funds (the "Multi-Program Portion") and \$558,000 of Rental Rehabilitation Program Year VII funds (the "Rental Rehabilitation Program Portion"); and

WHEREAS, The Department of Housing ("D.O.H.") has available to it at least \$543,000 (the "Rental Rehabilitation Repayment Funds") in program income (as defined in 24 C.F.R., Section 511.76(b)) derived from the use of Rental Rehabilitation Program grant funds; and

WHEREAS, D.O.H. now desires to increase the Multi-Program Portion by an additional \$15,000 of Multi-Program Year XVIII funds, to substitute the Rental Rehabilitation Repayment Funds in place of the Rental Rehabilitation Program Portion and to amend the Prior Ordinance to reflect such increase and substitution; now, therefore,

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

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

SECTION 2. The Prior Ordinance is hereby amended by (a) deleting the fifth Whereas clause and inserting in place thereof the sixth Whereas clause of this ordinance, and (b) deleting "Rental Rehabilitation Program grant funds" in the sixth Whereas clause of the Prior Ordinance and inserting in place thereof "Rental Rehabilitation Repayment Funds".

SECTION 3. The Prior Ordinance is hereby amended by deleting the seventh Whereas clause and inserting in place thereof the following:

"WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Teodor and Estera Luca (the "Borrowers"), in an amount not to exceed \$630,000 (the "Loan"), to be funded from \$87,000 of Multi-Program Year XVIII funds and \$543,000 of Rental Rehabilitation Repayment Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,".

SECTION 4. The section of Exhibit A to the Prior Ordinance labeled "Loan" is hereby amended to read in full as follows:

"Loan:	Source:	Multi-Program Year XVIII
	Amount:	Not to exceed \$87,000
	Source:	Rental Rehabilitation Repayment Funds
	Amount:	Not to exceed \$543,000
	Term:	Not to exceed 22 years
	Interest:	1% per annum
	Security:	Non-recourse loan second mortgage on the Property".

SECTION 5. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance shall remain in full force and effect.

SECTION 6. The Commissioner of D.O.H. is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the terms of this ordinance.

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

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

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

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders authorizing the Corporation Council to enter into and execute settlement orders in the following cases:

- a) *Hites v. Koszynski*, 91 C 1690 in the amount of \$175,000.00;
- b) *Hyneman v. Karceski, et al.*, 88 C 9297 in the amount of \$390,000.00,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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):

Hites v. Koszynski.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Hites v. Koszynski*, 91 C 1690 in the amount of \$175,000.00.

Hyneman v. Karceski, et al.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Hyneman v. Karceski, et al.*, 88 C 9297 in the amount of \$390,000.00.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXPANSION
OF SERVICES FOR SPECIAL SERVICE AREA NUMBER 7
BY REVISING NOTICE ESTABLISHING TIME, DATE
AND LOCATION OF PUBLIC HEARING.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance which designated Special Service Area Number 7, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to Article VII, Sections 6(1) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties". Ill. Rev. Stat., Chapter 120, Section 1301, et seq., ("Act") and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council ("City Council") of the City of Chicago ("City") adopted an ordinance on June 26, 1985, as amended by an ordinance adopted on August 28, 1986, establishing the creation of an area within the City known as "Special Service Area Number 7" and authorizing the levy of a special annual services tax ("Services Tax") at a rate not to exceed 5% of the equalized assessed value of the property within said area for the purposes set forth therein ("Establishing Ordinance"); and

WHEREAS, The City Council adopted an ordinance on November 6, 1992 authorizing a public hearing ("Public Hearing") to be held by the Committee on Finance of the City Council to consider expanding the scope of services to be provided by and within Special Service Area Number 7, and publication of notice therefor ("Notice Ordinance"); and

WHEREAS, It is necessary to amend the Notice Ordinance to clarify the time, date, and place of the Public Hearing; now, therefore,

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

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

SECTION 2. The Notice Ordinance is hereby amended by the deletion of the first sentence of Section 2, and replacement of the first sentence of Section 2 as follows:

"A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at 9:00 A.M. on the 11th day of December, 1992, at F&F Labs, 3501 West 48th Place, Chicago, Illinois (the 'Public Hearing'), to consider the expansion of the scope of services of Special Service Area Number 7".

SECTION 3. The Notice Ordinance is hereby further amended by the deletion of the first sentence of the form of notice set forth in Section 4, and replacement of the first sentence of the form of notice set forth in Section 4 as follows:

"Notice is hereby given that at 9:00 A.M. on the 11th day of December, 1992, at F&F Labs, 3501 West 48th Place, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the expansion of the scope of services provided in an area within the City of Chicago known and designated as 'City of Chicago Special Service Area Number 7' and the levy of a special annual services tax to provide such expanded services therein".

SECTION 4. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND REFUNDS OF FEES FOR CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (June 17, July 29, September 16 and November 6, 1992) sundry proposed ordinances and

orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refunds of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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.

Catholic Charities Of The 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 Catholic Charities of the Archdiocese of Chicago for renovating the third and fifth floors on the premises known as 126 North Desplaines Street.

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 upon its passage and publication.

Chicago Transit Authority.

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 Transit Authority for renovation of existing Rapid Transit Station on the premises known as 30 North Wells Street.

Said building shall be used exclusively for transit 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.

Lawndale Community Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge,

notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Community Church for rehabilitation of existing properties on the premises known as 3848 West Ogden 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 and publication.

Saint George Greek Orthodox 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 Saint George Greek Orthodox Church for demolition, excavation and subsequent building of an addition to the existing structure on the premises known as 2723 North Sheffield Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

LICENSE FEE EXEMPTIONS.

Food Dispensaries.

*American Islamic College.
(Class II)*

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the American Islamic College, 640 West Irving Park Road, is hereby exempted from payment of the annual Food Dispenser (Class II) License fee provided therefor, for the year ending June 30, 1993.

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

The Arts Club Of Chicago.
(Class I)

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health, the following organization is hereby exempted from the payment of the annual Food Dispenser License fee -- Class I, which expires June 30, 1993:

The Arts Club of Chicago
100 East Ontario Street.

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Loretto Hospital, 645 South Central Avenue, Chicago, Illinois 60644, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided therefor, for the year June 30, 1993.

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

Resurrection Medical Center.
(Class I)

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with approved inspection by the Department of Health, the following institution is hereby exempted from the payment of a Food Dispenser/Class I License fee for the fiscal year expiring June 30, 1993:

Resurrection Medical Center
7435 West Talcott Avenue.

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

Schwab Rehabilitation Center.

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

SECTION 1. Pursuant to Section 4-344-030 of the Municipal Code of Chicago and in accordance with a favorable investigation by the Department of Health, the Schwab Rehabilitation Center, 1401 South California Avenue, Chicago, Illinois 60608, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided therefor, for the fiscal year of June 30, 1993.

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

Shriners Hospital For Crippled Children.

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

SECTION 1. Pursuant to Section 4-344-030 of the Municipal Code of Chicago and in accordance with a favorable investigation by the Department of Health, the Shriners Hospital for Crippled Children, 2211 North Oak Park Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) License fee provided therefor, for the year 1992.

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

Homes.

Association Of Jewish Blind Of Chicago.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Association of Jewish Blind of Chicago, 3525 West Foster Avenue, Chicago, Illinois 60625, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1993.

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

Bohemian Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, 5061 North Pulaski Road, Chicago, Illinois 60630, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1993.

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

Public Place Of Amusement.

Organic Performance Center.

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

SECTION 1. That the Department of Revenue is hereby directed to issue a Public Place of Amusement License, free of charge, to the Organic Performance Center, 3319 North Clark Street, notwithstanding other ordinances of the City to the contrary. This is a not-for-profit corporation.

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

Refunds Of Fees.

Howard Carroll Foundation.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$469.00 to the Howard Carroll Foundation, 180 North LaSalle Street, Suite 2800, representing payment of fees for the erection of canopies on Chicago Park District property at 6601 North Western Avenue, as follows:

Permit No. B-758919	\$223.00
Permit No. B-758920	173.00
Permit No. B-758921	73.00.

Salvation Army.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$94.00 to the Salvation Army, 1515 West Monroe Street, representing payment of Warrant for Collection No. B1-213745 for annual building inspection fee, under date of May 18, 1992, for their premises located at 101 South Ashland Avenue.

Society Of Helpers.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,011.40 to the Society of Helpers, 303 West Barry Avenue, representing payment of Permit No. B-756052 for remodeling existing convent structure at 303 West Barry Avenue.

*Spanish Coalition For Jobs.
(Building Inspection Fees)*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$128.50 to the Spanish Coalition for Jobs, 2011 West Pershing Road (a not-for-profit organization), representing payment of the annual building inspection fees, as follows: B1-901898 in the amount of \$34.50; B1-008810 in the amount of \$47.00 and B1-114879 in the amount of \$47.00.

*Spanish Coalition For Jobs.
(Driveway Maintenance and Inspection Fees)*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$136.00 to the Spanish Coalition for Jobs, 2011 West Pershing Road (a not-for-profit organization), representing the annual driveway maintenance and inspection fees, as follows: warrant R1-114356 in the amount of \$68.00 and R1-003053 in the amount of \$68.00.

Spanish Coalition For Jobs.
(Mechanical Ventilation Inspection Fees)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$255.00 to the Spanish Coalition for Jobs, 2011 West Pershing Road (a not-for-profit organization), representing the payment of the annual mechanical ventilation inspection fees, as follows: F4-106217 in the amount of \$90.00, F4-006729 in the amount of \$90.00, and F4-906938 in the amount of \$75.00.

Spanish Coalition For Jobs.
(Refrigeration Inspection Fee)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$68.00 to the Spanish Coalition for Jobs, 2011 West Pershing Road (a not-for-profit organization), representing the annual refrigeration inspection fee, as follows: C2-002355 in the amount of \$68.00.

CONSIDERATION FOR INSTALLATION OF
ALLEY/STREETLIGHTS AND/OR LIGHT
POLES AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration eight (8) orders authorizing the installation of alley/streetlights and light poles at specified locations:

Alderman Shaw

13535 South Forest Avenue;

Alderman Evans

9709 -- 9711 South LaSalle Street;

Alderman Burrell	211 North Mason Avenue;
Alderman Banks	3223 North Pontiac Avenue;
Alderman Laurino	On the north side of West Foster Avenue, directly across from the entrance to the driveway of 4635 West Foster Avenue; and
Alderman M. Smith	1428 West Glenlake Avenue, 1441 West Glenlake Avenue and 1457 West Hood Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 49.

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):

13535 South Forest Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 13535 South Forest Avenue.

9709 -- 9711 South LaSalle Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight pole at 9709 -- 9711 South LaSalle Street.

211 North Mason Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 211 North Mason Avenue.

3225 North Pontiac Avenue.

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to cause the installation of a new alleylight to be located behind the house at 3225 North Pontiac Avenue.

*Across From Entrance To Driveway At 4635 West
Foster Avenue.*

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to cause the installation of a

new streetlight to be located on the north side of West Foster Avenue, directly across from the entrance to the driveway of 4635 West Foster Avenue.

1428 West Glenlake Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the erection of an alleylight at 1428 West Glenlake Avenue.

1441 West Glenlake Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight at 1441 West Glenlake Avenue.

1457 West Hood Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight at 1457 West Hood Avenue.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Community Christian Church 10323 South Ewing Avenue	B1-111215 (Bldg.)	\$ 31.00
	B3-202348 (Pub. Place of Assemb.)	46.00
DePaul University (various locations)	B1-208461 (Bldg.)	63.00
	B1-208771 (Bldg.)	173.00
	B1-214280 (Bldg.)	79.00
	B1-214736 (Bldg.)	127.00
	B2-200977 (Canopy/Revolv. Dr.)	23.00
	B2-200978 (Canopy/Revolv. Dr.)	23.00
	B3-100148 (Pub. Place of Assemb.)	46.00
	C2-201587 (Refrig.)	272.00
	C2-201997 (Refrig.)	250.00
	D1-201955 (Sign)	22.00
	D1-201956 (Sign)	22.00
	F4-207016 (Mech. Vent.)	26.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
	F4-207740 (Mech. Vent.)	\$ 75.00
	F4-207797 (Mech. Vent.)	117.00
	P1-203890 (Fuel Burn. Equip./ Unfired Press. Ves.)	479.00
Inglesia Christian Church 10323 South Ewing Avenue	D1-115031 (Sign)	38.00
McCormick Theological Seminary 5555 South Woodlawn Avenue	P1-204638 (Fuel Burn. Equip./ Unfired Press. Ves.)	507.00
Ada S. McKinley Community Services, Inc. 11406 South Edbrooke Avenue	P1-105391 (Fuel Burn. Equip.)	39.00
Mid-West Bible Church 3441 North Cicero Avenue	C2-101454 (Refrig.)	340.00
Northwest Home for the Aged 6300 North California Avenue	D7-847922 (Signs)	40.00
	P1-204708 (Fuel Burn. Equip.)	185.00
Ravenswood Hospital and Medical Center (various locations)	B1-214389 (Bldg.)	111.00
	D1-217777 (Sign)	22.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-217778 (Sign)	\$ 22.00
	D1-217779 (Sign)	22.00
	D1-217780 (Sign)	22.00
	D1-217781 (Sign)	22.00
	D1-217782 (Sign)	22.00
	P1-202963 (Fuel Burn. Equip.)	1,651.00
	P1-203411 (Fuel Burn. Equip.)	39.00
	P2-250724 (Control/Proc. Dev.)	30.00
Safer Foundation 571 West Jackson Boulevard	D1-223730 (Sign)	22.00
	D1-223731 (Sign)	22.00
	D1-223732 (Sign)	22.00
	D1-223733 (Sign)	22.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-223734 (Sign)	\$ 22.00
	D1-223735 (Sign)	22.00
Saint Anthony Hospital 2875 West 19th Street	P1-203450 (Fuel Burn. Equip.)	1,231.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	P1-203930 (Fuel Burn. Equip.)	39.00
Schwab Rehabilitation Center 1435 South California Avenue	R1-204293 (Drwy.)	34.00
Louis Weiss Memorial Hospital 4646 North Marine Drive	B3-203835 (Pub. Place of Assemb.)	46.00
	D1-217332 (Sign)	44.40
	D1-217336 (Sign)	38.00
	P1-204073 (Fuel Burn. Equip.)	1,391.00
	P1-204100 (Fuel Burn. Equip.)	400.00
Westtown Training Center 1801 North Spaulding Avenue	Certificate Number 25343 (Inspection Fees)	24.00

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, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 23794 through
23799 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 23800
of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABELSON	POLICE OFFICER	FOURTH DISTRICT	6/22/92	744.48
BALASZEK	POLICE OFFICER	FIFTH DISTRICT	6/08/92	970.00
CARTUCCI	POLICE OFFICER	SIXTEENTH DISTRICT	2/24/91	34.50
COLEMAN	POLICE OFFICER	SIXTH DISTRICT	9/11/90	233.19
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	4106.45
INGAN	POLICE OFFICER	SIXTH DISTRICT	1/19/92	120.00
FLANAGAN	POLICE OFFICER	UNKNOWN	5/18/92	166.50
GAAL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/14/92	268.60
HENRY	POLICE OFFICER	SEVENTH DISTRICT	10/18/90	3968.55
HINKLE	POLICE OFFICER	FOURTH DISTRICT	2/15/91	95.33
HOLTON	POLICE OFFICER	FOURTH DISTRICT	6/21/92	464.00
JOHNSON	POLICE OFFICER	ELEVENTH DISTRICT	5/31/92	93.00
JONES	POLICE OFFICER	FOURTH DISTRICT	6/09/90	122.00
KIERAS	POLICE OFFICER	OHARE SECURITY	6/13/83	68311.84
LEVANT	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/27/91	19502.07
MEISTER	POLICE OFFICER	RECRUIT TRAINING	6/01/92	192.75
MICHAELS	POLICE OFFICER	ENFORCEMENT SECTION	9/01/91	60.00
MINELLA	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	991.35
NELSON	POLICE OFFICER	NINETEENTH DISTRICT	4/30/92	1125.00
ODONNELL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/27/92	68.00
O'REILLY	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/06/84	38.14
PFEIST	POLICE OFFICER	TWENTIETH DISTRICT	6/05/92	471.23
PIKE	POLICE OFFICER	NINETEENTH DISTRICT	4/21/92	90.00
REHLING	POLICE OFFICER	SIXTEENTH DISTRICT	1/13/91	243.00
SARGENT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/92	1048.59
SIMPSON	POLICE OFFICER	SIXTEENTH DISTRICT	6/13/92	701.50
SKIFFER	POLICE OFFICER	TWENTIETH DISTRICT	6/23/92	274.00
SKIPPER	POLICE OFFICER	NINETEENTH DISTRICT	12/17/91	376.00
SPATAFORA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/29/92	378.25
SUCHANEK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/20/90	35.00
SWEENEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/24/92	114.00
TAYLOR	POLICE OFFICER	EIGHTEENTH DISTRICT	6/22/92	729.05
TRISOLIERE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/91	330.00
VALLEYFIELD	POLICE OFFICER	RECRUIT TRAINING	6/13/92	995.32
WILSON	POLICE OFFICER	FIFTH DISTRICT	10/05/91	480.00
AGUILERA	PARAMEDIC	AMBULANCE 6	9/19/91	21.00
ALFER	PARAMEDIC	AMBULANCE 34	7/19/92	252.00
ALLEN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/16/92	418.60
ALLIND	PARAMEDIC	AMBULANCE 16	5/06/92	50.00
ALTMAN	FIREFIGHTER	SQUAD 5	1/25/91	60.00
ANDERSON	FIREFIGHTER	ENGINE COMPANY 75	8/12/92	544.50
ANDERSON	PARAMEDIC	AMBULANCE 20	7/04/92	2610.75
AVANTS	FIREFIGHTER	ENGINE COMPANY 1/42	2/05/92	172.25
BACKUS	FIREFIGHTER	TRUCK 9	7/02/92	1999.45
BAILEY	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/19/92	197.00
BALEY	PARAMEDIC	AMBULANCE 37	8/26/92	84.50
BARRY	PARAMEDIC	AMBULANCE 12	3/10/91	261.00
BEAUREGARD	LIEUTENANT	DISTRICT RELIEF 5	6/29/92	268.00
BEIDFORD	FIREFIGHTER	ENGINE COMPANY 115	8/30/92	125.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BENEGAS	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/17/92	485.61
BIEHL	PARAMEDIC	AMBULANCE 23	8/11/92	142.00
BINETTI	FIREFIGHTER	ENGINE COMPANY 110	8/27/92	3928.50
BIRD	FIREFIGHTER	TRUCK 21	8/29/92	724.00
BIRMINGHAM	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	6/13/92	211.00
BLACKANDRE	PARAMEDIC	AMBULANCE 22	8/11/92	333.00
BOMBENGER	LIEUTENANT	ENGINE COMPANY 121	10/27/85	3550.00
BRACKIN	FIREFIGHTER	TRUCK 29	1/30/92	185.00
BRANDON	FIREFIGHTER	TRUCK 54	11/04/91	88.00
BRESNAHAN	FIREFIGHTER	ENGINE COMPANY 49	7/29/92	279.30
BREWSTER	FIREFIGHTER	TRUCK 40	3/10/92	135.00
BRUCE	FIREFIGHTER	TRUCK 37	7/01/92	262.25
BRUNO	FIREFIGHTER	UNKNOWN	5/13/92	1077.00
BRYLA	POLICE OFFICER	DISTRICT HQ 6	7/08/92	390.00
BUCHANAN	PARAMEDIC	AMBULANCE 7	6/20/92	236.00
BURNS	PARAMEDIC	AMBULANCE 35	6/17/92	332.00
BYRNE	LIEUTENANT	DISTRICT RELIEF 2	7/04/92	162.00
CABALLERO	FIREFIGHTER	ENGINE COMPANY 86	6/30/91	1348.25
CLARK	PARAMEDIC	UNKNOWN	6/20/92	173.50
CLARK	PARAMEDIC	UNKNOWN	6/28/92	173.50
CLARK	PARAMEDIC	DISTRICT RELIEF 2	5/30/91	273.00
COLON	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	6/02/92	306.00
COLON	PARAMEDIC	AMBULANCE 39	7/19/92	3240.50
CONROY	FIREFIGHTER	ENGINE COMPANY 60	7/12/92	251.00
COONLEY	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	10/16/91	68.00
CORDT	PARAMEDIC	AMBULANCE 15	6/20/92	684.25
COSTANTINI	PARAMEDIC	TRUCK 52	8/21/91	135.00
COYNE	ENGINEER	UNKNOWN	7/24/91	90.00
CRAVEN	FIREFIGHTER	TRUCK 32	7/11/92	431.00
CREED	PARAMEDIC	UNKNOWN	7/16/92	2463.50
CROWLEY	PARAMEDIC	UNKNOWN	1/31/92	4403.50
CRUZ	FIREFIGHTER	ENGINE COMPANY 57	6/11/92	2205.00
DANTZLER	FIREFIGHTER	ENGINE COMPANY 82	3/29/92	3245.00
DARLING	FIREFIGHTER	TRUCK 20	7/12/92	466.35
DAVIS	PARAMEDIC	AMBULANCE 18	4/16/92	157.00
DAVIS	FIREFIGHTER	TRUCK 41	6/09/92	346.15
DEHLER	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	60.00
DEJESUS	FIREFIGHTER	ENGINE COMPANY 91	5/07/91	215.00
DESILVA-KING	PARAMEDIC	AMBULANCE 37	1/22/92	204.05
DEVINE	FIREFIGHTER	SQUAD 3	1/12/92	180.00
DIMAGGIO	FIREFIGHTER	SQUAD 2	6/22/92	455.78
DIPINTO	FIREFIGHTER	ENGINE COMPANY 43	7/24/92	158.00
DIRENZO	BATTALION CHIEF	UNKNOWN	5/14/92	3574.69
DORSCH	PARAMEDIC	UNKNOWN	5/09/92	90.00
DOYLE	FIREFIGHTER	TRUCK 3	4/23/92	60.00
DOYLE	LIEUTENANT	TRUCK 33	6/22/92	630.00
EDWARDS	FIREFIGHTER	TRUCK 8	8/18/92	189.15
EGAN	FIREFIGHTER	TRUCK 18	8/07/92	475.65
ENGLEHARDT	ENGINEER	ENGINE COMPANY 45	8/02/92	424.97

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ENRIGHT	PARAMEDIC	AMBULANCE 34	8/26/92	251.00
EVANS	PARAMEDIC	AMBULANCE 37	8/20/92	229.02
FALLS	PARAMEDIC	AMBULANCE 45	8/30/92	156.00
FELDE	ENGINEER	ENGINE COMPANY 55	6/15/92	79.00
FEW	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/11/92	202.55
FISCHL	CAPTAIN	TRUCK 40	6/27/90	1007.12
FITZGERALD	FIREFIGHTER	ENGINE COMPANY 14	1/17/92	180.00
FITZPATRICK	FIREFIGHTER	TRUCK 4	1/23/91	110.00
FLAHERTY	FIREFIGHTER	ENGINE COMPANY 98	3/26/92	31.75
FLAHERTY	FIREFIGHTER	ENGINE COMPANY 89	7/05/92	159.00
FLAHERTY	FIREFIGHTER	TRUCK 14	8/19/92	4034.05
FOLEY	FIREFIGHTER	ENGINE COMPANY 102	6/25/92	2626.65
FUESZ	LIEUTENANT	TRUCK 47	8/18/92	363.05
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	3883.00
GARTNER	FIREFIGHTER	SQUAD 5	6/22/92	545.50
GILBERTSEN	PARAMEDIC	UNKNOWN	10/01/91	431.65
GILHOOLY	FIREFIGHTER	SQUAD 5	6/30/92	237.70
GONZALES	FIREFIGHTER	ENGINE COMPANY 102	8/20/92	140.95
GRANT	FIREFIGHTER	ENGINE COMPANY 89	7/01/92	419.90
GRAVES	LIEUTENANT	ENGINE COMPANY 30	8/06/92	224.00
GRIFFIN	LIEUTENANT	ENGINE COMPANY 106	5/23/91	85.00
GUSS	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	4/11/92	121.00
HAGELE	LIEUTENANT	TRUCK 22	7/03/92	228.60
HALLORAN	FIREFIGHTER	TRUCK 29	2/11/92	1363.00
HANNON	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	5/11/92	110.00
HARDMAN	FIREFIGHTER	ENGINE COMPANY 61	12/18/91	243.00
HARRINGTON	ENGINEER	EMS DISTRICT 4 HEADQUARTERS &	7/25/91	6305.00
HELMOLD	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/23/92	437.83
HELMOLD	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/07/92	442.00
HIDALGO	FIREFIGHTER	ENGINE COMPANY 103	3/05/92	1001.00
HOOKER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	1065.00
IMBURGIA	FIREFIGHTER	TRUCK 14	4/18/92	336.25
JACOBSON	FIREFIGHTER	ENGINE COMPANY 97	2/26/92	2271.00
JOHNSON	PARAMEDIC	UNKNOWN	7/11/92	421.67
KANIA	PARAMEDIC	UNKNOWN	6/05/92	107.25
KEHDE	PARAMEDIC	AMBULANCE 48	8/01/92	497.00
KENNEDY	PARAMEDIC	AMBULANCE 38	6/07/92	198.00
KENNEY-PEREZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/31/91	660.00
KINAHAN	LIEUTENANT	UNKNOWN	11/25/91	211.00
KINNER	FIREFIGHTER	ENGINE COMPANY 124	4/24/92	355.00
KINNER	FIREFIGHTER	ENGINE COMPANY 101	7/17/92	262.25
KRAHN	LIEUTENANT	DISTRICT RELIEF 6	6/18/92	175.80
KUMIEGA-MARSHALL	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/27/92	1102.81
LAUER	FIREFIGHTER	ENGINE COMPANY 56	7/04/92	1050.00
LAVIN	LIEUTENANT	ENGINE COMPANY 64	6/24/92	2070.10
LAZZARA	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	7/04/92	407.00
LEIGH	FIREFIGHTER	ENGINE COMPANY 26	7/27/92	1140.50
LEONARD	FIREFIGHTER	TRUCK 20	7/18/92	300.00
LEXSEE	FIREFIGHTER	ENGINE COMPANY 82	7/19/92	451.24

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LOMAX	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	2574.00
LOVERO	FIREFIGHTER	ENGINE COMPANY 43	4/29/92	3246.00
LYNCH	FIREFIGHTER	TRUCK 35	8/26/92	50.00
MAHON	FIREFIGHTER	ENGINE COMPANY 98	7/21/92	128.05
MALONEY	CAPTAIN	ENGINE COMPANY 44	5/20/91	75.00
MARLO	FIREFIGHTER	TRUCK 25	5/29/92	130.95
MARO	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	6/04/92	29.00
MARTELL	PARAMEDIC	DISTRICT RELIEF 2	6/22/92	368.00
MARTINEZ	FIREFIGHTER	TRUCK 54	7/01/92	294.00
MARTINI	LIEUTENANT	ENGINE COMPANY 5	1/17/92	3166.00
MARTORAND	FIREFIGHTER	ENGINE COMPANY 55	7/06/92	241.00
MATUSZAK	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	2/20/91	58.96
MCCAULEY	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	6/27/92	609.00
MCCCLINTON	FIREFIGHTER	ENGINE COMPANY 80	7/08/92	808.80
MCCORMACK	LIEUTENANT	ENGINE COMPANY 32	11/25/90	120.00
MCDERMOTT	FIREFIGHTER	TRUCK 26	6/14/92	197.60
MCGAHAN	FIREFIGHTER	TRUCK 21	7/22/92	298.15
MCGUIRE	PARAMEDIC	AMBULANCE 35	7/02/92	75.50
MCKAY	FIREFIGHTER	ENGINE COMPANY 30	5/27/92	2708.40
MC MULLEN	FIREFIGHTER	TRUCK 40	2/19/90	2911.00
MC MULLEN	FIREFIGHTER	UNKNOWN	6/02/92	401.50
MC SHANE	FIREFIGHTER	SQUAD 5	7/01/92	842.05
MERCADO	FIREFIGHTER	TRUCK 47	7/26/92	613.00
MERER	FIREFIGHTER	UNKNOWN	8/03/92	616.24
MICHALOWICZ	FIREFIGHTER	UNKNOWN	7/01/92	863.15
MIKUTA	FIREFIGHTER	TRUCK 14	7/09/91	50.00
MILLER	FIREFIGHTER	ENGINE COMPANY 64	7/16/92	240.40
MOCKLER	CAPTAIN	TRUCK 45	3/16/92	2717.60
MOSER	FIREFIGHTER	TRUCK 19	7/24/92	282.55
MUHAMMAD	PARAMEDIC	UNKNOWN	7/20/92	391.75
NEGOSKI	ENGINEER	AMBULANCE 45	5/08/92	1369.00
NITAHARA	PARAMEDIC	ENGINE COMPANY 28	8/18/91	1280.00
NOLDEN	FIREFIGHTER	TRUCK 41	10/24/91	24680.18
NOLDEN	FIREFIGHTER	TRUCK 54	7/16/92	254.25
D'SHEA	FIREFIGHTER	TRUCK 54	7/01/92	160.00
NICHOLAS	FIREFIGHTER	ENGINE COMPANY 70	7/21/92	275.55
OBRIEN	PARAMEDIC	AMBULANCE 21	1/28/92	37812.50
DECALLAGHAN	FIREFIGHTER	ENGINE COMPANY 11	7/02/92	436.25
O'CONNELL	PARAMEDIC	AMBULANCE 18	7/01/92	173.50
ODONNELL	FIREFIGHTER	SQUAD 2	6/12/88	1500.00
ODONNELL	PARAMEDIC	AMBULANCE 4	7/22/92	187.00
ODDEN	POLICE OFFICER	ENGINE COMPANY 71	8/17/88	315.00
ODDEN	FIREFIGHTER	ENGINE COMPANY 125	5/22/91	215.00
OLIVER	ENGINEER	EMS DISTRICT 6 HEADQUARTERS & R	5/05/92	9698.41
OLLYR	ENGINEER	ENGINE COMPANY 107	5/19/92	309.25
OWCARZ	FIREFIGHTER	ENGINE COMPANY 77	9/20/79	55.00
PANCHESIN	PARAMEDIC	AMBULANCE 39	6/09/92	363.30
PAOLINI	PARAMEDIC	AMBULANCE 10	3/07/91	142.00
PASSMORE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/14/92	164.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PEREZ	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	5/08/92	22.50
PETERS	FIREFIGHTER	UNKNOWN	2/05/91	294.38
PHALIN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/23/92	308.00
PHALIN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	6/16/92	463.00
PIWINSKI	PARAMEDIC	AMBULANCE 48	6/16/92	760.00
PREHM	LIEUTENANT	ENGINE COMPANY 49	6/03/92	359.25
PRIETO	LIEUTENANT	EMS DISTRICT 1 HEADQUARTERS & R	7/20/92	468.40
PUGH	FIREFIGHTER	EMS DISTRICT 101	4/08/92	75.50
PULINS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/29/92	169.50
RANEY	PARAMEDIC	AMBULANCE 13	7/17/92	392.28
REDA	FIREFIGHTER	SQUAD 1	4/09/92	180.00
REDA	FIREFIGHTER	UNKNOWN	7/12/92	133.50
RICHTER	FIREFIGHTER	UNKNOWN	5/26/92	4845.00
RIMAGALE	FIREFIGHTER	TRUCK 8	7/29/92	281.25
ROCHE	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	249.00
ROGERS	FIREFIGHTER	EMS DISTRICT 2 HEADQUARTERS &	6/10/92	23.00
ROSA	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/10/92	1813.00
SASSANA	PARAMEDIC	AMBULANCE 16	5/06/92	50.00
SCHERGREN	FIREFIGHTER	ENGINE COMPANY 8	6/11/92	4532.13
SCHMITT	LIEUTENANT	ENGINE COMPANY 112	7/01/92	2211.25
SEAY	FIREFIGHTER	ENGINE COMPANY 72	10/07/91	4292.00
SENKPIEL	LIEUTENANT	ENGINE COMPANY 32	5/22/92	202.25
SHANAHAN	FIREFIGHTER	ENGINE COMPANY 126	7/05/91	95.00
SHANAHAN	LIEUTENANT	TRUCK 51	1/02/92	186.00
SHEEHAN	FIREFIGHTER	TRUCK 60	7/12/92	135.00
SHEMASH	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	218.52
SHUKSTOR	LIEUTENANT	UNKNOWN	6/08/92	22.50
SIMMONS	FIREFIGHTER	ENGINE COMPANY 120	12/07/91	3076.00
SIMS	ENGINEER	ENGINE COMPANY 127	6/09/92	120.00
SKWAREK	FIREFIGHTER	TRUCK 57	7/29/92	270.75
SLOAN	PARAMEDIC	UNKNOWN	8/19/91	75.00
SOSO	FIREFIGHTER	TRUCK 9	7/01/92	2997.55
SPENCE	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	10.25
STEWART	FIREFIGHTER	ENGINE COMPANY 7	4/09/92	359.53
STOCK	FIREFIGHTER	AMBULANCE 19	11/12/91	175.00
STRZALKA	PARAMEDIC	UNKNOWN	7/18/92	166.30
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 56	6/28/92	138.00
TENTLER	FIREFIGHTER	UNKNOWN	1/07/91	50.00
TERZICH	ENGINEER	ENGINE COMPANY 19	3/20/92	6183.00
TOURE	PARAMEDIC	AMBULANCE 22	7/11/92	60.00
TOWNSEND	FIREFIGHTER	ENGINE COMPANY 65	2/04/91	10092.21
VALKENBURG	BATTALION CHIEF	FIRE SUPPRESSION HEADQUARTERS	4/09/92	57.00
VANBUSHKIRK	FIREFIGHTER	ENGINE COMPANY 101	7/17/92	224.25
VOGRICH	FIREFIGHTER	ENGINE COMPANY 83	3/01/92	5975.84
WALSH	PARAMEDIC	AMBULANCE 20	7/18/92	399.50
WARD	FIREFIGHTER	ENGINE COMPANY 4	7/13/92	310.05
WARFIELD	FIREFIGHTER	TRUCK 24	1/13/92	37.00
WILSON	FIREFIGHTER	TRUCK 24	7/08/92	1106.32
WILSON	FIREFIGHTER	ENGINE COMPANY 84	4/27/92	51.00
WISNIEWSKI	FIREFIGHTER			

11/24/92

REPORTS OF COMMITTEES

23799

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WOOD	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/29/92	505.25
WRATSKHO	CAPTAIN	ENGINE COMPANY 16	2/23/92	4570.63
YOUNG	FIREFIGHTER	ENGINE COMPANY 102	5/14/92	103.00
ZNAVR	PARAMEDIC	AMBULANCE 14	7/13/92	356.40

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/24/92

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLEN	POLICE OFFICER	THIRD DISTRICT	7/07/92	4163.00
BECKER	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/14/92	704.60
CALDBECK	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/91	105.00
CAFETILLO	POLICE OFFICER	FOURTEENTH DISTRICT	6/08/86	1750.00
CLIFFORD	POLICE OFFICER	EIGHTEENTH DISTRICT	6/14/92	65.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	10068.45
GIAMBALVO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/92	799.50
LEYDEN	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	6/14/92	535.00
MASSEY	POLICE OFFICER	SIXTH DISTRICT	6/18/92	732.00
MENAIR	POLICE OFFICER	SEVENTH DISTRICT	6/09/92	492.24
MORAN	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	6/14/92	218.00
PIETROWSKI	PARAMEDIC	RECRUIT TRAINING	6/25/92	70.00
CALVILLO	CAPTAIN	EMS DISTRICT 1 HEADQUARTERS & R	7/19/92	311.50
CRAWFORD	PARAMEDIC	BATTALION 1/ENGINE COMPANY 13	7/20/87	45.00
GUTIERREZ	FIREFIGHTER	EMS DISTRICT 5 HEADQUARTERS & R	5/23/92	319.00
HARRIS	PARAMEDIC	TRUCK 15	1/31/89	238.00
JEKOT	PARAMEDIC	DISTRICT RELIEF 1	9/08/84	200.00
LOFEZ	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/06/92	60.00
MARLOW	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS & R	6/04/92	8034.94
QUINN	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/05/92	301.00
RENFRDE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	200.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Property.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Vincent Joseph Teresi 6643 South Kolin Avenue Chicago, Illinois 60629	9/29/92 6641 South Kolin Avenue	\$1,300.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Charles Eric Eastwood 822 South Bishop Street Apartment 1 Chicago, Illinois 60607	6/9/91 700 block of North Ogden Avenue	\$400.00 *100.00

* To City of Chicago.

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Commercial National Bank of Chicago 4800 North Western Avenue Chicago, Illinois 60625	8/1/91 4800 North Western Avenue	\$1,500.00
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-203 Chicago, Illinois 60603	2/12/91 10810 South Sacramento Avenue	479.49
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-206 Chicago, Illinois 60603	1/31/91 8839 South Houston Avenue	475.40
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-207 Chicago, Illinois 60603	4/29/91 12331 South Wentworth Avenue	556.18
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-208 Chicago, Illinois 60603	3/1/91 12700 South State Street	1,199.82

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-185 Chicago, Illinois 60603	7/3/91 1444 South Trumbull Avenue	\$643.53
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-188 Chicago, Illinois 60603	1/25/91 10336 South Crandon Avenue	524.74
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-171 Chicago, Illinois 60603	3/12/91 4750 South Laflin Street	223.84
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-172 Chicago, Illinois 60603	2/6/91 6334 South Sangamon Avenue	601.43
The Peoples Gas Light and Coke Co. 122 South Michigan Avenue Suite 311 File 91-0-174 Chicago, Illinois 60603	5/6/91 5742 South Peoria Street	326.09

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Esteban Diaz 2336 West 25th Street Chicago, Illinois 60608	8/12/91 During towing	\$428.85 *65.00

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
Dorris Akers Route 5 Box 63 South Haven, Michigan 49090	2/14/92 1300 South Michigan Avenue	\$ 78.48
Lois Marie Bromark 10950 South Artesian Avenue Chicago, Illinois 60655	10/18/91 2220 West 111th Street	53.22

* To City of Chicago.

Name And Address	Date And Location	Amount
Mark Allen Fitzpatrick 4109 Chesapeake Drive Apartment 3D Aurora, Illinois 60504	4/21/91 North Halsted Street, near West Hubbard Street	\$275.00
George and Harrett Grunhardt 8630 South Exchange Avenue Chicago, Illinois 60617	1/8/92 11400 South Torrence Avenue	75.38
Audrey Holland 9220 South Bishop Street Apartment 3B Chicago, Illinois 60620	12/23/91 West 87th Street and South Pulaski Road	25.00
Leola King 6916 South Oglesby Avenue Chicago, Illinois 60649	12/17/91 8100 South Damen Avenue	300.00
Kenneth A. Meerbrey 5246 West Warner Avenue Chicago, Illinois 60641	10/8/91 3700 south on southbound east lane	330.00
Janet B. Midgley 1323 East 55th Street Chicago, Illinois 60615	1/13/91 51st and South Lake Park Avenue	73.44
Barbara J. Morel 11221 South Lothair Avenue Chicago, Illinois 60643	11/15/91 63rd Street and West Homer Street	89.52
Edward John Nagorski 4326 North Marmora Avenue Chicago, Illinois 60634	12/21/92 North Austin Avenue and West Addison Street	64.26
James R. Pancer 12656 South Muskegon Avenue Chicago, Illinois 60633	5/17/91 South Stony Island Avenue	260.00

Name And Address	Date And Location	Amount
Cassandra J. B. Polemi 5642 West Melrose Street Chicago, Illinois 60634	11/28/91 1705 West Congress Parkway	\$217.77
Derek Richardson 2245 West 69th Street Chicago, Illinois 60636	12/17/91 87th and South Hamlin Avenue	134.76
Michael S. Wegerson 269 East Benton Place Chicago, Illinois 60423	3/5/91	75.00
Maurice Wilensky 7033 North Kedzie Avenue Chicago, Illinois 60645	5/30/91 2431 West Howard Street	5.00 *50.00
Sari P. Wolf 925 West Huron Street Chicago, Illinois 60622	9/29/91 North Halsted Street and West Chicago Avenue	301.25

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

* To City of Chicago

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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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. 314-99-2005-0928-0938:

[List of claimants printed on pages 23809
through 23810 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ALLINGTON, BERTHA	14-08-310-024-0000	48 SMITH	50.00
AMES, POLLY S.	20-14-223-032-0000	05 BLOOM	50.00
BANAS, JOSPEH J. & STELLA V.	13-18-410-033-1025	38 CULLERTON	50.00
BARLOW, ALAN L.	20-14-223-032-0000	05 BLOOM	50.00
BARTLETT, VERA T.	20-14-223-032-0000	05 BLOOM	50.00
BEVEN, KATHRYN S.	20-14-223-032-0000	05 BLOOM	50.00
BILLINGS, JUNE M.	20-14-223-032-0000	05 BLOOM	50.00
BISH, LEONARD	14-08-310-024-0000	48 SMITH	50.00
BRANCATINI, GEORGETTE	14-05-202-019-1056	49 MOORE	50.00
BROZA, ANGELINE A.	17-03-214-014-1038	42 NATARUS	50.00
CAMPER, LORRAINE M.	14-05-202-019-0000	49 MOORE	50.00
COHEN, KENNORE J.	20-12-100-003-1593	04 PRECKWINKLE	50.00
COHEN, MARTHA	11-30-422-019-0000	49 MOORE	50.00
COLEMAN, ROBERT L.	20-11-305-016-1030	04 PRECKWINKLE	50.00
CUNNEEN, MARY E.	14-05-122-009-0000	49 MOORE	50.00
DASKAL, MIN	14-05-203-011-1199	49 MOORE	50.00
DESPRES, LEON M.	20-14-223-032-0000	05 BLOOM	50.00
DOBSON, CATHERINE L.	20-14-223-032-0000	05 BLOOM	50.00
DOROBIALA, STANLEY	13-17-107-194-1025	36 BANKS	50.00
DUNCAN, BEATRICE	20-21-426-046-0000	17 STREETER	50.00
ECK, THERESA	14-08-310-024-0000	48 SMITH	50.00
FARACI, FLORA	11-30-422-019-0000	49 MOORE	50.00
FEIN, EVELYN	11-30-422-019-0000	49 MOORE	50.00
FLETCHER, LILLIAN G.	20-14-223-032-0000	05 BLOOM	50.00
GLASSMAN, ANN	11-30-422-019-0000	49 MOORE	50.00
GOLDEN, ROSE	11-30-422-019-0000	49 MOORE	50.00
GOLDSTEIN, HAROLD	17-03-208-021-1084	42 NATARUS	50.00
GOODMAN, ROSALYN L.	17-10-400-012-1646	01 MAZOLA	50.00
GORDON, AILEEN H.	20-14-223-032-0000	05 BLOOM	50.00
GRADY, JOHN M.	20-14-223-032-0000	05 BLOOM	50.00
GROTH, LAVERNE F.	12-11-121-035-1007	41 DOHERTY	50.00
GUSTUS, IRENE N.	20-14-223-032-0000	05 BLOOM	50.00
GUTERBOCK, HANS G.	20-14-223-032-0000	05 BLOOM	50.00
HALL, ELIZABETH F.	20-14-223-032-0000	05 BLOOM	50.00
HARRIS, WILLIAM D.	17-10-200-065-1102	42 NATARUS	50.00
HERVEY, HENRY P.	20-11-304-013-1004	04 PRECKWINKLE	50.00
HILL, KNOX C.	20-14-223-032-0000	05 BLOOM	50.00
HUNT, JOHN A.	12-11-119-023-1048	41 DOHERTY	50.00
IRONS, MARY E.	20-14-223-032-0000	05 BLOOM	50.00
KAUFFMAN, PHILLIP	20-14-223-032-0000	05 BLOOM	50.00
KOCH, HARRIETT	17-10-400-012-1389	01 MAZOLA	50.00
KOMIE, EMMA	14-05-211-024-1073	48 SMITH	50.00
LEHRER, MARCUS	20-12-100-003-1442	04 PRECKWINKLE	50.00
MATCHETT, HUGH M.	20-14-223-032-0000	05 BLOOM	50.00
MCGINNESS, DOROTHY E.	20-14-223-032-0000	05 BLOOM	50.00
MCGUIRE, EUNICE H.	20-14-223-032-0000	05 BLOOM	50.00
MCKEAGUE, ROGER J.	17-10-400-012-1714	42 NATARUS	50.00
MICHNO, JOSEPHINE	13-33-414-019-0000	30 BIALCZAK	50.00
NICKLE, ANNIE S.	20-11-109-010-0000	04 PRECKWINKLE	50.00
MOODY, EVANGELINE	20-34-413-024-0000	06 STEELE	50.00
MORGENSTEIN, DOROTHY D.	20-14-223-032-0000	05 BLOOM	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
MUSE, WILLIE W.	20-34-413-024-0000	06 STEELE	50.00
MUSKAL, JOSEPH	14-05-403-019-1096	48 SMITH	50.00
NAIMAN, ALBERT & NETTIE	10-25-430-092-1149	50 STONE	50.00
O'BRIEN HELEN F.	20-14-223-032-0000	05 BLOOM	50.00
PARKER, GLADYS	20-34-413-024-0000	06 STEELE	50.00
PERTERSON, MILDRED O.	20-14-223-032-0000	05 BLOOM	50.00
PITRA, VERN	12-14-112-025-1038	41 DOHERTY	50.00
PUSTAVER ANNE	14-08-310-024-0000	48 SMITH	50.00
RAUEN, MILIRED L.	17-03-207-061-1074	42 NATARUS	50.00
READUS, JAMES W.	25-01-222-036-0000	07 BEAVERS	50.00
REYNOLDS, ALICE	17-03-202-061-1011	42 NATARUS	50.00
ROADBOROUGH, RUTH K.	20-14-223-032-0000	05 BLOOM	50.00
RYMER, BARRY	17-03-202-061-1084	42 NATARUS	50.00
SALACH, LILLIAN	11-30-422-019-0000	49 MOORE	50.00
SCHENIA, ROSE	13-28-206-033-0000	30 BIALCZAK	50.00
SCHLDERB, MARY J.	20-14-223-032-0000	05 BLOOM	50.00
SCHMIDT, JOSEPH	20-12-100-003-1028	04 PRECKWINKLE	50.00
SCHWARTZ, EVELYN	13-02-420-051-1002	39 LAURINO	50.00
STEPANEK, PAULINE V.	9-36-419-107-1013	41 DOHERTY	50.00
STRABLE, JANE S.	20-14-223-032-0000	05 BLOOM	50.00
STRANDJORD, MARGARET F.	20-14-223-032-0000	05 BLOOM	50.00
SWIERZYWSKI, LUCJA	13-30-101-036-1003	36 BANKS	50.00
SWIFT, ELEANOR R.	20-14-223-032-0000	05 BLOOM	50.00
TEEGARDEN, JOSEPH A. & FLORENCE M.	20-14-223-032-0000	05 BLOOM	50.00
TOGIAS, FRANCES	11-30-422-019-0000	49 MOORE	50.00
TRAVIS, WARREN	20-36-124-035-1009	08 DIXON	50.00
UNDERWOOD, WILLIAM E.	20-14-223-032-0000	05 BLOOM	50.00
VANANCY, BESSIE	14-08-310-024-0000	48 SMITH	50.00
VIKSTROM, CHARLOTTE M.	20-14-223-032-0000	05 BLOOM	50.00
WALDSTEIN, BESS	11-30-422-019-0000	49 MOORE	50.00
WENTZ, VIDA B.	20-14-223-032-0000	05 BLOOM	50.00
WILLIAMS, ALBERT	20-36-124-035-1007	08 DIXON	50.00
WILLIAMS, IOLA	25-02-211-057-0000	08 DIXON	50.00
WILSON, JANE P.	20-14-223-032-0000	05 BLOOM	50.00
ZEUCH, W. VIRGINIA	20-14-223-032-0000	05 BLOOM	50.00
ZLATNIK, MICHAEL	14-05-202-019-1106	49 MOORE	50.00

* TOTAL AMOUNT 4,350.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS FOR
VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on October 2, 1992 and subsequent dates, sundry claims as follows:

Allstate Insurance Co. and William Benjamin

Corinne Clark

Safeco Insurance Co. and Rose Danko

William Joseph Grutzmacher

Thomas and Jacqueline Hallissey

State Farm Mutual Ins. Co. and Robert and Kathleen Hillison

Illinois Bell Telephone Co.

Josephine J. Indovina

American Family Insurance Co. and Walter S. Joslyn Construction Co.

Edna M. Lund

Linda Maria Maksymczuk

State Farm Mutual Ins. Co. and Moo & Oink, Inc. and BBHM Mgmt. Co.

Willie M. Moore

Paul Osmolski

Trinidad Pena

Albert Peppers

Maria M. Quinones

Economy Preferred Insurance and Gwendolyn Richardson

Queen Esther Smith

Carl A. Sychowski

Ernest Targonski

Tasemkin Furniture

Reginald Taylor

The Peoples Gas Light and Coke Co.

The Peoples Gas Light and Coke Co.

The Peoples Gas Light and Coke Co.

The Peoples Gas Light and Coke Co.

Marylou M. Tumlin

Robert Morris H. Webb, Jr.

Jeff Howard Whitaker

Allstate Insurance Co. and Fred Woodruff

State Farm Mutual Auto. Ins. and Gongpu Yan,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY)
PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) applications for City of Chicago charitable solicitation (tag day) permits:

- A. Easter Seal Society of Metropolitan Chicago, Inc., March 26 and 27, 1993 -- citywide;
- B. Veterans Poppy Day Association, May 27 and 28, 1993 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR EXTENSION OF AGREEMENT WITH UNITED STATES DEPARTMENT OF AGRICULTURE TO CONDUCT ECOLOGICAL STUDY AS PREREQUISITE TO WILDLIFE CONTROL AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office transmitting an ordinance (referred November 6, 1992) authorizing the extension of an agreement between the City and the U. S. Department of Agriculture for the purpose of conducting an ecological study for wildlife control at O'Hare International Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee present, with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The airlines at the Airport have historically experienced hazardous conditions from birds striking their aircraft during arrivals and departures from certain areas of the Airport; and

WHEREAS, Part 139 of the Federal Aviation Regulations states that operating airports with historical wildlife problems shall have biologists on staff; and

WHEREAS, The Federal Aviation Administration recommended the United States Department of Agriculture for this project to conduct an ecological study of the Airport and vicinity as a prerequisite to long-term action for controlling or keeping wildlife from the Airport and critical airspace; now, therefore,

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

SECTION 1. That the above recitals are incorporated by reference as if fully set forth in this ordinance.

SECTION 2. That the Commissioner of the Department of Aviation is authorized to execute on behalf of the City of Chicago, subject to approval by the City Comptroller and by the Corporation Counsel as to form and legality, a Cooperative Service Agreement between the City of Chicago and the United States Department of Agriculture substantially in the form attached hereto as Exhibit 1.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*A.P.H.I.S. No. 12-34-72-1190 RA
Accounting Code 17372 17742*

Cooperative Service Agreement

Between

City Of Chicago

And

*United States Department Of Agriculture ("U.S.D.A.") --
Animal And Plant Health Inspection Services ("A.P.H.I.S."),
Animal Damage Control Unit ("A.D.C.").*

Article I.

The purpose of this Agreement is to initiate and administer a cooperative program on behalf of the City of Chicago ("City") which wishes to retain the professional services of A.D.C. to conduct an ecological study of the Chicago O'Hare International Airport.

Article II.

A.D.C. has authority under the Animal Damage Control Act of March 2, 1931 (7 U.S.C. 426-426b and 426c, as amended) for the Secretary of Agriculture to cooperate with states, individuals, public and private agencies, organizations and institutions on programs/projects to conduct investigations, experiments and tests to control wild animals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

Article III.

Provisions Of Mutual Agreement:

1. The parties' authorized representatives who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement are:

For the City:

Commissioner
Department of Aviation
Chicago O'Hare International Airport
20 North Clark Street, 30th Floor
Chicago, Illinois 60602
(hereafter "Commissioner")

For the A.D.C.:

State Director
Animal Damage Control
Federal Building, Room 22
600 East Monroe Street
Springfield, Illinois 62701
(hereafter "State Director")

2. Personnel authorized to attend meetings under this Agreement shall be the Commissioner, the State Director, and/or those additional persons authorized and approved by the Commissioner or State Director.
3. A.D.C. shall perform services as more fully set forth in Attachment A (Work Plan), which is attached hereto and made a part hereof. This Agreement shall be effective when signed by authorized officials of both parties and terminates on December 31, 1995 ("Termination Date") unless terminated earlier as provided herein. This Agreement may be terminated by either party upon 30 days notice in writing to the other party. The City shall have the option to extend the Agreement if desired by notice in writing sent before the Termination Date.

Article IV.

Obligations Of The Parties:

1. The A.D.C. State Director will coordinate all involvement by A.D.C. and other divisions of A.P.H.I.S. and designate staff as appropriate, based on availability and needs.
2. A.D.C. shall keep records and receipts of all reimbursable expenditures hereunder and City shall have the right to inspect such records. Such records are to be maintained by A.D.C. for a period of one year after completion of services performed under this Agreement.
3. Each month A.D.C. shall render a bill for expenses incurred in the preceding month, accompanied by such records, receipts and other information City may require, in accordance with instructions provided by the Commissioner. Additional copies of the bill shall be sent to those parties designated by the Commissioner. Upon receipt of each bill, City will prepare a statement setting forth the approximate amount of

compensation earned by A.D.C. as of the billing date. The statement shall be promptly reviewed by the Commissioner or his designee. Within fifteen days of approval of the statement by the Commissioner, the City shall pay to A.D.C. by check an amount equal to the total compensation earned less all prior payments to A.D.C. or for A.D.C.'s account. A copy of the statement shall accompany such payment. All amounts paid under this Agreement are subject to final audit by City. At the time total compensation due to A.D.C. as reflected in an approved statement reaches \$100,000, A.D.C. shall notify Commissioner or his designee in writing.

4. A.D.C. shall consult with Commissioner or his designee prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to Chicago O'Hare International Airport ("Airport") or the services performed in connection with this Agreement. A.D.C. shall not issue any such release, advertisement, or literature without the express prior approval of the Commissioner or his designee.
5. Only those services set forth in Attachment A (Work Plan) shall be performed pursuant to this Agreement. The parties may agree in writing, at any time during the term of this Agreement, to amend or modify Attachment A or add or delete services from the Work Plan. City shall not be required to compensate A.D.C. for any services performed by A.D.C., A.P.H.I.S., or U.S.D.A. for any services rendered unless those services are part of the Work Plan set forth in Attachment A.
6. City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.
7. This Agreement being based upon A.D.C.'s special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any monies due or to become due hereunder without the express consent in writing of the Commissioner shall be void and of no effect as to City; provided, however, that A.D.C. may sublet services to subcontractors with the express consent in writing of the Commissioner. All persons to whom A.D.C. sublets services, however, shall be deemed to be A.D.C.'s agents and no

subletting or approval thereof shall be deemed to release A.D.C. from its obligations under this Agreement or impose any obligation on the City to such subcontractor or give the subcontractor any rights whatsoever against the City.

8. A.D.C. services hereunder shall be those specified in Attachment A (Work Plan). The objective of the services is to conduct an ecological study of the Chicago O'Hare International Airport and the critical airspace surrounding the Airport to determine the ecological factors of the Airport and its vicinity that attract wildlife.

Article V.

Obligations Of The City:

1. City hereby authorizes A.P.H.I.S. and/or A.D.C. to conduct an ecological study of the Airport and the critical airspace surrounding the Airport to determine the ecological factors of the Airport and its vicinity that attract wildlife.
2. City will reimburse A.D.C. for expenses in connection with the services defined in Attachment A (Work Plan) as follows:
 - A. City will reimburse A.P.H.I.S. or A.D.C., in accordance with written instructions from the State Director, for all costs (100%) up to but not exceeding \$100,000 per year as compensation for the services defined in Attachment A. City shall reimburse A.P.H.I.S. and A.D.C. personnel performing services listed in Attachment A for all research, travel, lodging, per diem, salary, benefits and miscellaneous costs associated with the ecological study of the Airport and the critical airspace surrounding the Airport.

The amount City shall reimburse A.P.H.I.S. or A.D.C. personnel for traveling from their regular duty station to the temporary duty locations at or surrounding the Airport or to such other sites as determined to be appropriate by the Commissioner, for the purpose of participating in meetings and/or carrying out duties or activities relating to the performance of services listed in Attachment A, and returning to the regular duty station, shall be equal to U.S.D.A.'s actual costs for salary and benefits plus travel costs as determined in

accordance with U.S.D.A.'s normal and usual travel rules and regulations (a copy of which are attached hereto as Attachment B).

3. City shall notify A.D.C. of the date of any proposed meeting verbally or in writing as far in advance of the meeting date as practical.
4. City shall provide A.P.H.I.S. and/or A.D.C. personnel with either (1) an approved vehicle and whatever training is necessary, if any, to meet F.A.A. requirements for travel in restricted areas; or (2) an approved vehicle and an Airport staff guide as required by F.A.A. regulations.
5. City shall provide A.P.H.I.S. and/or A.D.C. personnel with reasonable desk space and telephone service.

Article VI.

All U.S.D.A., A.P.H.I.S. and A.D.C. activities will be conducted in accordance with applicable federal, state and local laws.

Article VII.

The U.S.D.A., A.P.H.I.S. and A.D.C. will hold the City harmless from any damages or liability arising from the negligent act or omission of the U.S.D.A., A.P.H.I.S. and/or A.D.C. to the extent compensation is available pursuant to the Federal Tort Claims Act (F.T.C.A.), 28 U.S.C. 2761 et seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of City. Such relief shall be provided pursuant to the procedures set forth in the F.T.C.A. and applicable regulations.

Article VIII.

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Article IX.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and may not be modified, amended, or terminated except in writing signed by both parties or as otherwise explicitly provided in this Agreement.

In Witness Whereof, The City has caused this Agreement to be executed on its behalf by its Commissioner of Aviation, pursuant to due authorization of the City Council of City, and U.S.D.A. has caused this Agreement to be executed on its behalf, all as of the day and year first above written.

City of Chicago:

David Mosena
Commissioner of Aviation
City of Chicago, Department of Aviation
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

Approved:

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

United States Department of Agriculture:

Gary Larsen
Eastern Regional Director
U.S.D.A./A.P.H.I.S. Animal Damage Control
Suite 370, Waverly Building
7000 Executive Center Drive
Brentwood, Tennessee 37027

Edwin Hartin
Acting State Director
U.S.D.A./A.P.H.I.S. Animal Damage Control
Federal Building, Room 22
600 East Monroe Street
Springfield, Illinois 62701

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

Attachment "A".

Work Plan For An Ecological Study

And

Development Of A Wildlife Hazard Management Plan

Between

City Of Chicago

And

*United States Department Of Agriculture
Animal Plant Health Inspection Service
Animal Damage Control.*

Introduction.

An ecological study of an airport and vicinity is requisite to long-term action for controlling or keeping wildlife from the Airport, and its critical airspace. The study shall address (a) the Airport's wildlife hazard history, (b) the daily and seasonal numbers, movements, and activities of wildlife species near the Airport, and (c) the habitats and land uses of the Airport and surrounding areas.

By establishing documentation for the control of wildlife hazards, the airport will best be able to maintain an awareness of potential wildlife hazards among the air carriers and airport personnel. In addition, the City will be made aware of the potential methods which may be used to control wildlife hazards in order to better justify the chosen methods to the public.

Planned Animal Damage Control Activities.

A.D.C. will (a) map the Airport environment, (b) measure the wildlife activity, (c) analyze and evaluate data, and (d) provide recommendations for minimizing or controlling wildlife hazards at the Airport.

Stipulations And Restrictions.

1. The area of the study and plan will include a zone around the Airport where aircraft on approach or takeoff are normally at or below five hundred feet above ground level. Such zone will be considered "critical airspace" and will extend for a distance of approximately two miles around the Airport.
2. Accurate field records will be kept and will include: (1) all information collected on wildlife activity; (2) the site location(s); (3) the name of the observer; and (4) any other relevant information.
3. A.D.C. will be considered an invitee on lands designated by the City. The City will be required to exercise reasonable care to warn A.D.C. as to dangerous conditions or activities in the project area.
4. It is understood by all parties that simple documentation and identification of facts and needed control will not reduce wildlife hazards. Control in the form of active measures must be implemented.

Meetings And Reports.

A.D.C. and the Commissioner or their designated agents will meet monthly to discuss progress and problems and make comments as needed.

At the time of such meetings, A.D.C. will provide a written summary of progress and accomplishments in connection with the implementation of the service set forth herein.

AUTHORIZATION FOR AMENDMENT TO AGREEMENT WITH
CICA TECHNICAL EQUIPMENT CORPORATION FOR
ESTABLISHMENT OF COMMUNICATIONS
SYSTEM AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office, an ordinance (referred November 6, 1992) authorizing an amendment to the agreement between the City of Chicago and CICA Technical Equipment Corporation to facilitate the establishment of a communications system in the International Terminal at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body do *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee present, with no dissenting votes.

Very Truly Yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 currently in the process of constructing a new International Terminal ("International Terminal") at Chicago O'Hare International Airport ("Airport"); and

WHEREAS, City and each of the International Terminal Airline Parties (collectively, "I.T.A.P.s"), as defined therein, entered into an International Terminal Use Agreement and Facilities Lease ("Use Agreement"), dated as of January 1, 1990; and

WHEREAS, Under such Use Agreement, City was charged with certain responsibilities for the construction and the operation and maintenance of certain communications equipment in the International Terminal; and

WHEREAS, Section 16.01 of the Use Agreement set forth the intent of City to execute an agreement with CICA Technical Equipment Corporation ("CICA TEC") to provide for the design, acquisition, installation, operation, and maintenance of certain equipment in the International Terminal; and

WHEREAS, City and CICA TEC entered into such an Agreement ("City/CICA TEC Agreement"), dated as of January 1, 1990, and authorized by an ordinance passed by the City Council on December 19, 1990; and

WHEREAS, The CICA TEC Agreement granted CICA TEC certain rights with respect to the construction and the operation and maintenance of certain communications equipment in the International Terminal; and

WHEREAS, City and CICA TEC have now determined that it would be in their mutual best interests and in the best interests of the parties using the International Terminal, and, further, would be more efficient and economical to share the communications equipment in the International Terminal; and

WHEREAS, Section 1.04 of the City/CICA TEC Agreement requires that such amendments be made by written agreement, signed by City and the Chairperson of CICA TEC; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, an amendment to the City/CICA TEC Agreement, in substantially the form attached hereto as Exhibit 1, upon the recommendation of the Commissioner of the Department of Aviation, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amendment Number 3.

This Amendment, dated as of _____, by and between the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City"), and CICA Terminal Equipment Corporation, a corporation organized and existing under the laws of the State of Illinois ("CICA TEC").

Recitals.

Whereas, City and each of the International Terminal Airline Parties (collectively, "I.T.A.P.s"), as defined therein, entered into an International Terminal Use Agreement and Facilities Lease ("Use Agreement"), dated as of January 1, 1990; and

Whereas, Under such Use Agreement, City was charged with certain responsibilities for the construction and the operation and maintenance of a

new International Terminal ("International Terminal") to be located at Chicago O'Hare International Airport ("Airport"); and

Whereas, As part of such responsibilities, City was charged with certain responsibilities for the construction and the operation and maintenance of certain communications equipment in the International Terminal; and

Whereas, Section 16.01 of the Use Agreement set forth the intent of City to execute an agreement with CICA TEC to provide for the design, acquisition, installation, operation, and maintenance of certain equipment in the International Terminal; and

Whereas, City entered into such agreement with CICA TEC ("CICA TEC Agreement"), effective as of January 1, 1990; and

Whereas, The CICA TEC Agreement granted CICA TEC certain rights with respect to the construction and the operation and maintenance of certain communications equipment in the International Terminal; and

Whereas, City and CICA TEC have now determined that it would be in their mutual best interests and in the best interests of the parties using the International Terminal, and, further, would be more efficient and economical to share the communications equipment in the International Terminal; and

Whereas, Section 7.04(b) of the Use Agreement grants City the right to delegate its responsibilities for the designing, construction management, construction, and equipping of the International Terminal, subject to certain terms and conditions; and

Whereas, City is willing to delegate certain of its responsibilities with respect to the communications equipment in the International Terminal in accordance with the "Responsibility Matrix," attached hereto and incorporated by reference herein as "Exhibit I", and otherwise in accordance with the terms and conditions set forth in the CICA TEC Agreement and in this Amendment; and

Whereas, CICA TEC is ready and willing to accept such responsibilities, also in accordance with the "Responsibility Matrix," attached hereto and incorporated by reference herein as "Exhibit I," and otherwise in accordance with the terms and conditions set forth in the CICA TEC Agreement and in this Amendment; and

Whereas, Section 1.04 of the CICA TEC Agreement requires that any amendments to the CICA TEC Agreement be in writing;

Now, Therefore, In consideration of the mutual covenants and agreements herein contained, City and CICA TEC agree as follows:

Article I.

Incorporation Of Recitals.

Section 1.01

The above recitals are incorporated by reference as if fully set forth hereinbelow.

Article II.

Effective Date.

Section 2.01

This Amendment shall be effective as of the date first written hereinabove.

Article III.

Terms And Conditions Of Amendment.

The CICA TEC Agreement is hereby modified as follows:

3.01

The following definition shall be added to Article I, Section 1.01(b):

"Communications System" means such structures, improvements, facilities, equipment, and other communications systems financed, in whole or in part, by Special Revenue Bonds, on which Work is performed by, and/or which are operated and maintained by, CICA TEC on behalf of City in accordance with "Exhibit I", attached hereto and incorporated by reference herein. The Communications System shall include raceway (for purposes of operation and maintenance only), cabling, telephone system (if switch), Master Antenna Television System (M.A.T.V.), communications rooms (for purposes of operation and maintenance only), the Common Use Broad Band System (including

"head end"), Master Clock System (for purposes of operation and maintenance only), and all hardware, software, and firmware directly related to the Communications System. The Communications System shall not include the pay telephone system. In all other instances, except as specifically stated herein, "Communications System" shall also be part of the "Consortium Equipment" for purposes of this Agreement.

3.02

The following shall be added after the last sentence in Article VI, Section 6.04:

In addition to all of the other terms and conditions of this Agreement which are applicable to Consortium Equipment, the Communications System shall also be subject to the following special conditions:

- a. CICA TEC shall have the responsibility for the production and issuance of any and all Invitations For Bid ("I.F.B."), Requests for Proposal ("R.F.P."), or other bid or design documents associated with the Communications System. In preparing the I.F.B. or R.F.P. for the telephone system (switch), CICA TEC shall use the requirements set forth on the "Preliminary Telephone System Capacity Allocation" chart, attached hereto and incorporated by reference herein as "Exhibit J".

- b. Procurement Procedures.

- (i) I.F.B.

Specifications for any I.F.B. shall be prepared jointly by City and CICA TEC. CICA TEC shall produce the I.F.B. documents in accordance with those specifications approved by the City. City reserves the right to review and approve the final I.F.B.. CICA TEC shall issue the bid package to all pre-qualified bidders. Responses to the I.F.B. shall be received by CICA TEC and opened with representatives of City, or their designees, present at such opening. CICA TEC shall evaluate and normalize all bids, subject to City review and approval. CICA TEC shall award the contract to the lowest responsive and responsible bidder.

(ii) R.F.P.

City and CICA TEC shall jointly develop the R.F.P., including evaluation criteria. CICA TEC shall provide for the production of the R.F.P. documents. CICA TEC shall issue the R.F.P. to all pre-qualified proposers for response. Proposals to the R.F.P. shall be received by CICA TEC and opened with City present at such opening. CICA TEC shall evaluate such proposals, subject to City review. CICA TEC shall negotiate with proposers, subject to City review. CICA TEC and City shall jointly determine the successful proposal, consistent with the evaluation criteria, and CICA TEC shall award the contract.

- c. All Contracts for the Communications System shall contain a provision identifying City as a third party beneficiary thereunder.

3.03

The following shall be added after the last sentence in Article VII, Section 7.01(b):

In addition to all of the other terms and conditions in this Agreement in connection with the Consortium Equipment, the operation and maintenance of the Communications System shall also be accomplished in accordance with the following:

A Communications System Working Group ("C.S.W.G.") shall be established no less than six months prior to the Substantial Completion of the Work on the International Terminal. The members of the C.S.W.G. shall be the Department of Aviation ("D.O.A.") International Terminal Manager serving as Chairperson of the C.S.W.G., the D.O.A. Manager of Telecommunications, the Chairperson of the Board of CICA TEC, and the Vice Chairperson of the Board of CICA TEC. The Executive Director of CICA TEC shall be permitted to sit as a non voting member of the C.S.W.G.. C.S.W.G. members shall be permitted to designate another to attend meetings and act on their behalf.

The C.S.W.G. shall have the authority to:

- implement policy;
- oversee the activities of CICA TEC and its Executive Director with respect to the Communications System;
- set rules and regulations, subject to the provisions of Section 3.02 of this Agreement;
- establish rates and charges for access to and use of the Communications System. Rates and charges shall be promulgated as rules and regulations hereunder and established according to a formula that recovers no more than actual costs of operating the Communications System. In no event shall the rates charged Non-Participating Airlines and other Communications System users exceed 150% of the rates charged IT Participating Airlines. The City of Chicago and F.I.S. agencies shall not be subject to rates and charges for access and use of the Communications System;
- recommend and implement the Communications System budget;
- establish priority response criteria, which shall be promulgated as rules and regulations hereunder;
- supervise the allocation of the Communications System resources. Expansion capacity has been made available within the allocations set forth on "Exhibit J". In addition, a pool of unassigned expansion capacity ("Pool") has been created which shall include 5% of the assigned expansion capacity as shown on "Exhibit J", and the unassigned expansion capacity to be determined by the Executive Committee. The Executive Committee shall establish rules and regulations, subject to Section 3.02 hereof, to allocate expansion capacity from the Pool as may be needed from time to time; provided, however, that in the event that no expansion capacity remains in the Pool, the C.S.W.G. may reallocate remaining assigned expansion capacity, provided, however, that if such reallocation would reduce the assigned expansion capacity available to the holding party to an amount which is less than 20% of the original assigned expansion capacity, the C.S.W.G. must have the holding party's consent for such reallocation;

- evaluate the need for capital additions or modifications to the Communications System and make recommendations for change;
- take all other actions necessary and appropriate to operate and maintain the Communications System in accordance with this Agreement.

3.04

The following shall be added in the fifth line of Paragraph 3(a) of "Exhibit B" after the words "relating to":

"the Communications System and".

Article IV.

No Other Amendments.

Section 4.01

Except as, and solely to the extent of, the changes made herein, all other terms and conditions of the CICA TEC Agreement shall remain the same and in full force and effect.

Article V.

Conflicts.

Section 5.01

To the fullest extent possible, this Amendment shall be interpreted and construed so as not to conflict with the CICA TEC Agreement; however, in the event of a conflict, the terms and conditions of the Amendment shall prevail, solely and to the extent that such resolution affects the Communications System.

*Article VI.**Authorization.*

Section 6.01

Execution of this Amendment by the City is authorized by an ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page ____).

Section 6.02

Execution of this Amendment by CICA TEC is authorized by a resolution passed on _____ by a Super Majority-in-Interest.

In Witnesseth Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council, and its seal to be hereunder affixed and attested by the City Clerk of City, and CICA TEC has caused this Amendment to be executed on its behalf by its Authorized Representative.

Attest:

City of Chicago

City Clerk

By: _____

Mayor

(Seal)

Recommended:

By: _____

Commissioner
Department of Aviation_____
Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

CICA Terminal Equipment

By: _____

Title: _____

Attest: _____

Secretary: _____

Exhibits "I" and "J" attached to this Amendment Number Three read as follows:

Exhibit "I".

Responsibility Matrix.

System	Planning	Purchasing	Installation	O. & M.	Comments
Raceway	D.O.A. CICA TEC	D.O.A.	D.O.A.	CICA TEC	Utilized in whole or in part to support shared systems.
Cabling	D.O.A. CICA TEC	CICA TEC	CICA TEC	CICA TEC	Utilized in whole or in part to support shared systems.
Telephone System (Switch)	D.O.A. CICA TEC	CICA TEC	CICA TEC	CICA TEC	

System	Planning	Purchasing	Installation	O. & M.	Comments
Master Antenna Television System (M.A.T.V.)	D.O.A. CICA TEC	CICA TEC	CICA TEC	CICA TEC	Signal available to all terminal tenants.
Communication Rooms	D.O.A. CICA TEC	D.O.A.	D.O.A.	CICA TEC	
Common Use Broadband System	D.O.A. CICA TEC	CICA TEC	CICA TEC	CICA TEC	
Master Clock System	D.O.A. CICA TEC	D.O.A.	D.O.A.	CICA TEC	FIDS require clock signal to generate uniform time on monitors. Signal available to all terminal tenants.

Exhibit "J".

Preliminary Telephone System Capacity Allocation.

1. Stations	D.B.O. Substantiated Requirements	Total Expansion Capacity	5% Of Expansion Capacity Allocated To Pool	Remaining Expansion Capacity- Assigned
A. Analog				
D.O.A./FIS/Conc.	193	52	3	49
Airlines	507	137	7	130
CICA TEC	170	50	3	48
Common				
SUBTOTALS	870	239	13	227

1. Stations	D.B.O. Substantiated Requirements	Total Expansion Capacity	5% Of Expansion Capacity Allocated To Pool	Remaining Expansion Capacity- Assigned
B. Digital				
D.O.A./FIS/Conc.	216	40	2	38
Airlines	691	129	6	123
CICA TEC Common	63	17	1	16
SUBTOTALS	970	186	9	177
TOTALS (Stations)	1840	425	22	404
2. Trunks				
A. Analog				
D.O.A./FIS/Conc.	149	79	4	75
Airlines	169	3		3
CICA TEC Common	169	35	2	33
SUBTOTALS	487	117	6	111
B. Digital				
D.O.A./FIS/Conc.	24	0		
Airlines	144	72	4	68
CICA TEC Common	24	24	1	23
SUBTOTALS	192	96	5	91
TOTALS (Trunks)	679	213	11	202

Unassigned Expansion Capacity -- TBD

These assignments shall be reviewed upon execution of the contract for the telephone system. Subsequent to this review this Attachment may be revised, upon agreement of the Commissioner and Chairman of CICA TEC. Such revisions may be accomplished without need of an amendment to this Agreement.

AUTHORIZATION FOR AMENDMENT TO HANGAR, HANGAR
SITE AND COMMERCIAL AVIATION SALES AND
SUPPORT SERVICES AGREEMENT WITH
AVIATION SERVICES GROUP, INC.
AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office, an ordinance (referred November 6, 1992) authorizing an amendment to the Hangar, Hangar Site and Commercial Aviation Sales and Support Services Agreement with Aviation Services Group, Inc. at Chicago Midway Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee present, with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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") owns and operates an airport known as Chicago Midway Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into a Hangar, Hangar Site and Commercial Aviation Sales and Support Services Agreement ("Agreement") with Aviation Red Carpet Services, Inc., dated February 15, 1984; and

WHEREAS, Such Agreement was subsequently assumed by Aviation Services Group, Inc. ("Tenant") on August 1, 1988; and

WHEREAS, Pursuant to Section 3.03 of the Agreement, Tenant could extend the term of such Agreement through December 31, 2004, provided that Tenant make certain capital improvements; and

WHEREAS, Tenant has made such required capital improvements; and

WHEREAS, City and Tenant now desire to extend such Agreement pursuant to Section 3.03 and to amend certain provisions of the Agreement, including environmental language and compliance with all laws; and

WHEREAS, Tenant has agreed to increased rentals for the extended term; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, an amendment to the Agreement in substantially the form attached hereto as "Exhibit 1", upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amendment.

This Amendment to that certain Hangar, Hangar Site and Commercial Aviation Sales and Support Services Agreement at Chicago Midway Airport dated as of February 15, 1984 by and between the City of Chicago ("City") and Aviation Red Carpet Services, Inc., an Illinois corporation ("Agreement"), which Agreement was subsequently assumed by Aviation Services Group, Inc. on August 1, 1988, is made and entered into as of this ____ day of _____, 1992, by and between the City and Aviation Services Group, Inc., a(n) _____ corporation ("Tenant").

Recitals.

Whereas, City owns and operates an airport known as Chicago Midway Airport ("Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Pursuant to Section 3.03 of the Agreement, Tenant may extend the term for Parcel Numbers 1 and 2 (as defined therein) through December 31, 2004, provided that Tenant has invested a minimum of \$222,000 (in 1984 dollars) in capital improvements to Parcel Number 1 and a minimum of \$260,000 (in 1984 dollars) in capital improvements to Parcel Number 2 ("Minimum Capital Improvements"); and

Whereas, Tenant has made such Minimum Capital Improvements; and

Whereas, City is ready, willing, and able to extend the term of the Agreement as contemplated by Section 3.03 thereof; and

Whereas, City and Tenant further desire to amend certain provisions of the Agreement;

Now, Therefore, For and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Section 4.01(b) of the Agreement is hereby amended by deleting "1994" in line 6 and inserting "1991". Section 4.01(b) is further amended by inserting the following language after line 7:

"Hangar A (Parcel Number 1): \$34,000 annually for the years 1992 through 2004.

Hangar B (Parcel Number 2): \$21,000 annually for the years 1992 through 2004."

2. Section 6.01 is hereby deleted in its entirety and replaced by the following language:

"Section 6.01 Compliance With Laws.

(a) Tenant shall comply with all applicable federal, state, and local laws, codes, regulations, ordinances, rules, and orders; provided, however, that Tenant may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Tenant and does not jeopardize the health or safety of persons at the Airport or Airport operations. Tenant covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport.

(b) Tenant agrees to execute such certificates as may be necessary to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders, including without limitation such certifications as are listed below. All such certifications shall be executed by Tenant and shall be attached hereto and incorporated by reference herein as Exhibit A.

(1) Disclosure of Ownership Interests. Tenant shall execute a 'Disclosure of Ownership Interests' in such form and detail as required by City.

(2) Office of Inspector General/Anti-Bribery/Anti-Collusion/State Tax Delinquency. Tenant shall execute a certification in the form provided by City, in compliance with Ill. Rev. Stat., Chapter 38, Pars. 33E-3, 4 and 11(B), as amended; Ill. Rev. Stat., Chapter 24, Par. 11-42.1-1; Chapter 2-56 of the Municipal Code; and Section 2-92-320 of Chapter 2 of the Municipal Code, respectively.

(3) Anti-Scofflaw. (a) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any of set-off) available to City under this Agreement or permitted at law or in equity, City shall be entitled to set off a portion of any amounts due Tenant by City under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Tenant to City. For purposes of this section, 'outstanding parking violation complaint' means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. 'Debt' means a specified sum of money owed to City for which the period granted for payment has expired. (b) Notwithstanding the provisions of Subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Tenant from City under this Agreement if one or more of the following conditions are met:

(a) Tenant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Tenant is in compliance with the agreement; or

(b) Tenant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(c) Tenant has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(4) Ethics. Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, 'Governmental Ethics', including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an

inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(5) Anti-Apartheid. Tenant shall comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Tenant understands and acknowledges that City may declare a default and terminate all existing contracts with Tenant if Tenant violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of Exhibit A; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the demised premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this Agreement, at law, or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Tenant understands and acknowledges that any person who violates any provisions of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law."

3. Section 6.02 is hereby deleted in its entirety and replaced by the following language:

"Section 6.02 Compliance With Rules And Regulations.

(a) Tenant shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Tenant of any right or privilege granted to it hereunder or under any other agreement between Tenant and City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Tenant

unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(b) Upon written request of Tenant, City shall supply Tenant with a copy of City's current Airport Rules and Regulations.

(c) Nothing herein shall be construed to prevent Tenant from contesting in good faith any Airport Rule or Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Tenant."

4. Section 6.08 is hereby deleted in its entirety and replaced by the following language:

"Section 6.08(a) Nondiscrimination.

(1) Federal Requirements. It shall be an unlawful employment practice for Tenant (i) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (ii) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Tenant shall comply with The Civil Rights Act of 1964, 42 U.S.C., Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C., Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C., Secs. 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101-336; and 41 C.F.R., Part 60, et seq. (1990).

(2) State Requirements. Tenant shall comply with the Illinois Human Rights Act, Ill. Rev. Stat., Ch. 68, Pars. 1 -- 101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750, Appendix A. Furthermore, Tenant shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat., Ch. 29, Par. 17, et seq. (1990), as amended.

(3) City Requirements. Tenant shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Tenant shall furnish and shall cause each of its contractor(s) to furnish such reports and

information as requested by the Chicago Commission on Human Relations.

(b) Nondiscrimination in Furnishing Services. As required by applicable federal regulations, Tenant agrees to furnish services on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and nondiscriminatory prices for each unit of service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Affirmative Action Program and M.B.E./W.B.E. Requirements. Tenant assures that it will undertake an affirmative action program which sets forth all applicable federal standards as required by 14 C.F.R., Part 152, Subpart E, to insure that no persons shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R., Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, Tenant also agrees to implement a program consistent with the provisions of Exhibit B, attached hereto and incorporated by reference herein."

5. Section 6.09 is hereby deleted in its entirety and replaced by the following language:

"Section 6.09 Nondiscrimination In The Use Of The Demised Premises.

This Agreement involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Tenant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on,

over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the demised premises in compliance with all other requirements imposed by or pursuant to regulations of the U. S. Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Tenant, City shall have the right to terminate this Agreement and to reenter and repossess the demised premises and the facilities thereon, and hold the same as if this Agreement had never been executed."

6. Article VIII is hereby deleted in its entirety and replaced by the following language:

"Article VIII.

Indemnity Release.

Section 8.01 Indemnity.

(a) Tenant agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, and employees, from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, and settlements, including, without limitation, payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of:

- (i) the willful misconduct, negligent, or tortious act or omission of Tenant, its agents, employees, licensees, contractors, or subcontractors;
- (ii) Tenants' use or occupancy of the Airport, the Ramp, and the demised premises;
- (iii) the violation by Tenant of any agreement, warranty, covenant, or condition of this Agreement, of any other contract or agreement, or of any law, ordinance, regulation, or court order affecting the Airport; and
- (iv) suits alleging violations of any federal or state laws as a result of any actions taken by Tenant or City or obligations imposed upon Tenant or City pursuant to this Agreement; and Tenant will, at its own cost and expense, defend all such claims, demands, and suits, whether frivolous or not.

(b) Without limiting the foregoing, Tenant also agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, and employees:

- (i) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Tenant. Tenant shall cause its licensees, contractors, and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.
- (ii) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which City may become liable and which by law may be levied or assessed on the demised premises occupied by Tenant pursuant to this Agreement, or which arise out of the operations of Tenant or by reason of Tenant's occupancy of its demised premises. However, Tenant may, at its own risk, cost, and expense, and at no cost to City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and City will, to the extent permitted by law, execute such documents as are necessary to permit Tenant to contest or appeal the same. Tenant shall be responsible for obtaining bills for all said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event City receives any tax billings, it will forward said billings to Tenant.
- (iii) from and against any and all suits, claims, actions, or proceedings alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury, or similar claims, actions, proceedings, or suits based upon the environmental impacts resulting from the use by Tenant, its agents, employees, licensees contractors, subcontractors, guests, patrons, and invitees of the Airport for the landing and taking-off of aircraft.
- (iv) from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expenses, fines, penalties, action, or cause of action, arising in connection with the release, threatened release, or presence of any hazardous material (as hereinafter defined) by Tenant, its agents, employees, licensees, contractors, subcontractors, guests, patrons and invitees at the Airport, whether foreseeable or

unforeseeable, regardless of the source of such release, or threatened release, or when such release or threatened release or presence occurred or is discovered. The foregoing indemnity includes, without limitation, all costs, including fines and penalties, in law, in equity or in other proceedings of removal, remediation of any kind, and disposal of such Hazardous Materials, all costs including fines and penalties of determining whether the Airport is in compliance and causing the Airport to be in compliance with all applicable Environmental Laws (as hereinafter defined), and all costs including fines and penalties associated with claims for damages to persons, property, or natural resources.

(c) City shall promptly notify Tenant of each claim, action, proceeding, or suit in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim, action, proceeding, or suit, and shall furnish Tenant with a copy of all judicial filings and legal process and any correspondence received by City related thereto.

(d) Without limiting the generality of any other provision hereof, Tenant shall reimburse City for the cost of any and all attorney's fees and investigation expenses and any other costs incurred by City in the defense and handling of said suits and claims and in enforcing the provisions of this Agreement."

"Section 8.02 Release Of City.

(a) City shall not be liable to Tenant, or to Tenant's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of Tenant's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent Tenant or any of the above described parties is not covered by insurance. (b) City shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and only to the extent Tenant is not covered by insurance. (c) Notwithstanding any reference herein to Tenant's release and indemnification being ineffective in certain instances where City, its

agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation."

7. Article IX is hereby deleted in its entirety and replaced by the following language:

"Article IX.

Insurance.

(a) Tenant shall procure and maintain at all times, at Tenant's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by Tenant, Tenant's contractors or subcontractors. The kinds and amounts of insurance required are as follows:

- (i) Worker's Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Such insurance shall include employer's liability coverage with limits of not less than \$500,000 for each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent coverage with limits of not less than \$50,000,000, per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, pollution and contractual liability coverages. City shall be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed by or on behalf of Tenant, Tenant shall provide Automobile Liability Insurance with limits of not less than \$2,000,000, per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

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

When Tenant undertakes any work at the Airport, including improvements, betterments, or repairs, Tenant shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery, and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(v) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of \$1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract.

(b) Tenant will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

(c) The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement, and City reserves the right to terminate this Agreement until proper evidence of insurance is provided.

(d) All insurance policies shall provide for sixty (60) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.

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

(f) Tenant expressly understands and agrees that any insurance coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the Agreement, in equity, or by law.

(g) Tenant hereby waives, and shall cause each of its contractors, to waive its rights of subrogation against City, including City's appointed and elected officials, agents, and employees. In as much as this waiver will preclude the assignment of any claim by subrogation to an insurance company, Tenant agrees to do the following and cause each contractor and subcontractor to do the following: to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, to prevent the invalidation of said insurance coverage by reason of said waiver.

(h) Tenant expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Tenant under this Agreement.

(i) Tenant shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.

(j) City maintains the right to modify, delete, alter or change the requirements set forth hereunder."

8. A new Section 6.13 entitled "Environmental Compliance" is hereby added as follows:

"Section 6.13 Environmental Compliance.

(a) Compliance with Environmental Laws. Tenant, in conducting any activity or business on or using or occupying the demised premises including environmental response or remedial activities, shall be in compliance, at all times, with all local, state, and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders, and decrees relating to public health and safety, and the environment (collectively referred to as "Environmental Laws"), including but limited to the Resource Conservation and Recovery Act ("R.C.R.A.") (42 U.S.C., §6901, et seq.), the Comprehensive Environmental Response Compensation

and Liability Act of 1980 ("C.E.R.C.L.A.") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("S.A.R.A.") (42 U.S.C., §9601, et seq.), the Clean Air Act ("C.A.A.") (42 U.S.C., §7401, et seq.), the Clean Water Act ("C.W.A.") (33 U.S.C., §1251, et seq.), the Toxic Substances Control Act ("T.S.C.A.") (15 U.S.C., §2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C., §1801, et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat., Ch. 111½, ¶1001, et seq.), and the Municipal Code of the City of Chicago, as each may be hereafter amended.

(b) Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" means: asbestos and asbestos-containing materials; urea formaldehyde foam insulation polychlorinated biphenyls (PCBs); oil, petroleum or any fraction thereof; natural gas; flammable or explosive materials; pesticides, rodenticides or insecticides; any radioactive material; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any substance defined in or regulated by any and all Environmental Laws; and any and all other chemicals, pollutants, dangerous substances or other contaminants.

(c) Special Wastes. For purposes of this Agreement, "Special Wastes" refers to those substances defined in Section 3.45 of the Illinois Environmental Protection Act (Ill. Rev. Stat., Ch. 111½, ¶1003.45, et seq.), and further referred to in Section 809.103 of 35 Ill. Admin. Code, Subtitle G, Ch. 1.

(d) Review of Environmental Documents. Tenant, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all of the documents and materials Tenant has prepared or has caused to be prepared pursuant to any Environmental Laws, including but not limited to any permit or any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, into, from or about the demised premises. Tenant shall provide a copy of such permit, notice or report to City, and to the extent practicable, shall receive the approval of City prior to submitting such permit, notice or report to the appropriate governmental agency.

(e) Access for Environmental Compliance. City shall have reasonable access to the demised premises to inspect the same to confirm that Tenant is using the demised premises in accordance with any and all Environmental Laws. Tenant, at the request of City and at Tenant's expense, shall conduct such testing and analysis as is necessary to ascertain whether Tenant is using the demised premises in compliance with any and all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by Tenant and subject to City's reasonable approval. Copies of reports from any such testing shall be provided to City.

(f) Access for Environmental Noncompliance. If Tenant fails to comply with any applicable Environmental Laws, in addition to any and all other rights and remedies which may be available, the City may enter the demised premises and take necessary measures to insure compliance with Environmental Laws, all at Tenant's expense.

(g) Duty to Notify City. In the event of a release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Tenant's conducting any activity or business on or using or occupying the demised premises or in the event any claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding (collectively referred to as "Claim") is made against Tenant regarding Tenant's failure or alleged failure to comply with any of the Environmental Laws, Tenant immediately shall notify City in writing and shall provide City with copies of any such written Claim and any related documents.

(h) Environmental Remediation. The City makes no warranties or representations regarding the presence of Hazardous Materials or Special Wastes on, in or under the demised premises. In the event that City is named in any Claim by any party in connection with any environmental contamination on the demised premises or any failure to comply with Environmental Laws that has arisen as a result of Tenant's activity, business or conduct on or use or occupancy of the demised premises, Tenant shall indemnify the City in accordance with the provisions set forth in Article VIII of this Agreement. If the presence of any Hazardous Materials or Special Wastes results in any environmental contamination that has arisen due to Tenant's activity, business, or conduct, then Tenant shall take all actions and incur all Costs necessary to return demised premises to substantially the same condition that existed prior to such contamination, provided however, that Tenant obtains City's written approval prior to any remedial activities on the demised premises.

(i) Underground Storage Tanks (U.S.T.s). Tenant agrees, to maintain, test and monitor the U.S.T.s on the demised premises or operated by Tenant at the Airport but off the demised premises, as required by applicable Environmental Laws. Tenant further agrees to remove, at its sole cost and in compliance with any applicable Environmental Laws, any U.S.T.s which such testing and monitoring indicates have begun to leak during the time the demised premises have been occupied by Tenant."

9. A new Section 6.14 entitled "Liens Prohibited" is hereby added as follows:

"Section 6.14 Liens Prohibited.

Tenant shall keep its demised premises free and clear of any and all liens in any way arising out of the construction, improvement, or use thereof by Tenant; provided, however, Tenant may in good faith contest the validity of any lien, provided such contest does not impair the title of the City or the City's rights with respect to the demised premises. City's title to the demised premises and the Airport is and always shall be paramount to the interests of Tenant in the demised premises. Nothing herein contained empowers Tenant to commit or engage in any act which can, shall, or may encumber the title of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings."

10. A new Section 6.15 entitled "Taxes" is hereby added as follows:

"Section 6.15 Taxes.

Tenant shall be responsible for payment of all applicable taxes levied against the demised premises and shall pay such taxes directly to the appropriate taxing agency. Tenant shall provide the Commissioner of Aviation with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner of Aviation with a receipt indicating payment of such taxes. Nothing herein shall preclude Tenant from contesting such charge or tax, including those taxes or charges enacted or promulgated by City."

11. A new Section 6.16 entitled "Utilities" is hereby added as follows:

"Section 6.16 Utilities.

Tenant shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the demised premises whether furnished by City or purchased by City on behalf of Tenant or furnished by independent contractors."

12. A new Section 6.17 entitled "Permits, Licenses" is hereby added as follows:

"Section 6.17 Permits, Licenses.

Tenant shall be responsible for obtaining at its own expense all necessary governmental approvals, inspections, permits, or licenses needed in connection with the demised premises, any business conducted thereon, or any work performed thereon."

13. A new Section 6.18 entitled "Construction of Improvements" is hereby added as follows:

"Section 6.18 Construction Of Improvements.

All work shall be accomplished in accordance with the terms and conditions of this Agreement and of Exhibit C, attached hereto and incorporated by reference herein, and work shall not be commenced until Tenant has obtained all approvals, permits, and licenses required by any governmental authority or by Exhibit C."

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

16. This Amendment is authorized by an Ordinance passed by the City of Chicago City Council on _____ (Council Journal of Proceedings, pages _____).

17. Execution of this Amendment by Tenant is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Tenant have been made with complete and full authority to commit Tenant to all terms and conditions of this Amendment, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

18. If any provision of this Amendment conflicts with any provision of the Agreement, the provision contained in this Amendment shall govern.

In Witness Whereof, City of Chicago has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of City of Chicago, and Aviation Services Group,

Inc., has caused this Amendment to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago

Approved:

Richard M. Daley, Mayor

Commissioner of Aviation

Attest:

City Comptroller

City Clerk

As To Form And Legality:

Corporation Counsel

Aviation Services Group, Inc.

By: _____

Its: _____

Signature: _____

By: _____

Its: _____

Signature: _____

Designation of Agent for City
Clerk Service of Process

Name: _____

Address: _____

Exhibits "A", "B" and "C" attached to this Amendment read as follows:

Exhibit "A".

Disclosure Of Ownership Interests.

Pursuant to Chapters 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "NA". If the answer is none, please answer "None". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bidder/Proposer is a (check one):

- ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ Not-for-Profit Corporation ☐ Joint Venture* ☐ Other

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

Section I.

For Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of all Officers of corporation (or Attach List): Names of all Directors of corporation (or Attach List):

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

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. The corporation is owned partially or completely by one or more other corporations: Yes [] No []

If "Yes", submit a Disclosure of Ownership Interests form for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

*Section II.**Partnerships.*

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

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

*Section III.**Sole Proprietorships.*

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If No, complete items b. and c. of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

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

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section IV. -

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

The undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made.

nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signature of Person Making
Statement)

Name of Person Making Statement
(Print or Type)

Title

Subscribed to before me this _____
day of _____ A.D., 19____.

(Notary Public Signature)

Certification.

Specification: _____

The undersigned _____, as _____
(Name) (Title)
and on behalf of _____ having been duly sworn
*("Contractor")
under oath certifies that:

* Each Joint Venture Partner must submit a completed Certification Affidavit.

Section I.

Contractor Certification.

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of three years prior to the date of award of the subcontract:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response.

C. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

D. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section IA (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section IA (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II (A) and (B) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint

venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

Section III.

State Tax Delinquencies.

* (In completing this Section III, mark the box and place your initials in the appropriate subsection)

- () A. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: _____

- () B. Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

Initials: _____

* Before signing, mark and initial the appropriate box in Section III.

- () C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above ⁵.

Initials: _____

Section IV.

Punishment.

A Contractor who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat., 1989, Ch. 38, 33E-11 (B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, Ill. Rev. Stat., Ch. 24, 11-42.1-1.

Section V.

Incorporation Into Contract.

This Certification shall become part of any contract awarded to the Contractor pursuant to the specification set forth on page 1 of this Certification.

Name of Contractor

Signature of Authorized Officer

Title (Print or Type)

State of _____

County of _____

Signed and sworn to before me this
_____ day of _____, 19____
by _____ (Name)
as _____ (Title)
of _____ (Contractor).

Notary Public Signature

My commission expires: _____

Notes 1 -- 5.

1. In accordance with Chapter 2-92-320 of the City of Chicago Municipal Code, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-29-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of

the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1989, Ch. 38, §33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Ch. 38, §33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

*Anti-Apartheid Affidavit.**(Non-Bid, Non-Professional Services Contracts)*

Specification No. _____

Contract No. _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract, without competitive bidding and for a purpose other than professional services, must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate whether the statements below are true by having the authorized representative of the Contractor sign his/her initials in the bracket below. If the Contractor is not able to certify that statements below are true, the Contractor will not be eligible to be awarded the contract unless a waiver is granted pursuant to §3-68-086 of the Anti-Apartheid Ordinance.

Certifications.

() 1. The Contractor

- (a) has no contracts with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");

- (b) maintains, has implemented, and will maintain a policy during the term of the subject City contract and as a material condition thereof, not to enter into Prohibited Contracts; and
- (c) and its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the _____ of
_____, that I am authorized by the Contractor to
(Type or Print Name of Contractor)
execute this affidavit in its behalf, that I have personal knowledge of the
certifications made in this affidavit and that the same are true.

Signature of Owner or Authorized
Officer

Name (Type or Print)

State of _____

County of _____

Subscribed and sworn to before me
this _____ day of _____,
19__.

Notary Public Signature

My commission expires: _____

Exhibit "B".

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Aviation Service Group, Inc. (the "Company") shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements and Common Improvements. To this end, the Company shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Company and the City.

Paragraph 2. Policy.

The following statement represents Company's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Company is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Company nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Company's corporate construction projects. Furthermore, affirmative action will be taken consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Company's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements and Common Improvements circulated to all employees of Company in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Aviation Service Group, Inc.'s Minority and Women Business Enterprise program, the Company shall establish a Minority and Women Business Enterprise liaison with the City's Department of Aviation and with the City's Department of Purchases, Contracts and Supplies for the Improvements and Common

Improvements. Further, all personnel of Company and all others with responsibilities in the supervision of contracts for the Improvements and Common Improvements are to see that actions are performed consistent with the affirmative action goals of this Exhibit B.

Paragraph 4. Goals.

The goals to be met by the Company in the design and construction of the Improvements and Common Improvements shall be with utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) certified by the City of Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements and Common Improvements. These goals shall be administered in a manner to assure the City and Company that: (1) the Improvements and Common Improvements shall be completed at a reasonable and acceptable cost to Company, (2) the Improvements and Common Improvements shall be completed on a reasonable and acceptable timetable to Company and City, and (3) the construction quality for the Improvements and Common Improvements shall be reasonable and acceptable to Company and City.

The goals of the Company for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the Improvements and Common Improvements shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements and Common Improvements.

Should Company determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements or Common Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing, who shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department can perform such work, it shall notify the Company of such availability and Company will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprise progress report required by Section IV of this Exhibit B shall be made on forms or on a format established by the City and agreeable to Company that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Company must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements and Common Improvements, which plan is acceptable to the City and the Company.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago First Hiring Program.

In the event there are contracts subject to this Exhibit B, the City, through the Mayor's Office of Employment and Training ("M.E.T."), will provide a Chicago First Hiring Program ("Chicago First Program") to the Company. An objective of the Chicago First Program is to ensure that City residents who have received training and skill development through M.E.T. are afforded consideration for jobs created through development projects.

The Company agrees to negotiate a Chicago First Agreement (the "First Source Agreement") with M.E.T. for the recruitment and referral of personnel for positions available in the construction and/or operation of the Improvements and Common Improvements.

The Company agrees to ensure that in the aggregated hours of work to be performed by all contractors and site work subcontractors in the construction of the Improvements and Common Improvements, at least 50% of the on-site worker hours in the category of construction laborers and at least 50% of the on-site worker hours in the category of skilled construction trade workers shall be residents of the City.

IV. Reporting And Compliance.

In the event that there are contracts subject to this Exhibit B, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Company shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Company, that provide required information concerning Company's compliance with the Company's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

V. Non-Responsible Bidder.

Prior to awarding any contracts for the Improvements or Common Improvements, Company shall provide City with the names of vendors who may be awarded such contracts. City shall promptly notify Company if a

potential vendor appears on the City's list of non-responsible bidders. Company agrees that no contracts for the Improvements and Common Improvements shall be awarded to persons or corporations identified on the City's list of non-responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

VI. Contracting Authority Of Company.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Company with respect to the contracting process for construction of the Improvements and Common Improvements.

Exhibit "C".

Construction Of Improvements.

The Following Procedures Shall Apply During The Planning, Design, Fabrication, Installation, Construction, Start-Up And Testing (Collectively, The "Work") Of Any Improvements Made To The Demised Premises.

1. Responsibilities And Obligations Of Tenant.

- (a) Tenant shall perform the Work, or cause the Work to be performed, on the Improvements. Tenant may award contracts for the Work to be performed but Tenant shall remain responsible for the Work. In order to expedite the Work, Tenant may negotiate, as well as competitively bid its contracts. Tenant shall not under any circumstances utilize the services of any entity which is barred from contracting with the City of Chicago pursuant to any law, ordinance, rule or regulation.
- (b) Subject to the provision of this Exhibit B and of Section 5.01 of this Lease, Tenant may commence the Work at any time after the execution of this Lease. Tenant agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence. Tenant's failure to complete the Work in a timely manner shall not be grounds for any rent abatement under the terms of this Lease.
- (c) Tenant shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.

2. Tenant Coordination With City.

- (a) Tenant shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.
- (b) The Commissioner shall designate a Work Liaison to represent City in all matters relating to the performance of the Work hereunder and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this Exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Tenant is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Tenant's Work to be provided hereunder. The Work Liaison shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Work Liaison shall further assist Tenant in coordinating Tenant's Work with other projects and operations at the Airport and in Tenant's contacts with any federal, state, or local government agencies. If requested, Tenant shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard Of Performance.

Tenant shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the Work hereunder.

Tenant shall further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airport promulgated by D.O.A., F.A.A., and any other interested federal, state, or local governmental units, including without limitation any Airport Design and Construction Standards.

Tenant shall further require its Contractors to perform all Work required of them in accordance with the above standards and in a safe, efficient, and workmanlike manner. Tenant shall require its Contractors to replace all damaged or defective Work. Subject to the terms and conditions stated herein, Tenant shall replace or correct such Work not so corrected or replaced by any Contractor, or shall cause such Work to be replaced or corrected by another Contractor, and thereafter shall prosecute, or shall

assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Contractors for failure by Contractors to comply with the standards of performance imposed upon them in the Contracts and hereunder.

In the event Tenant or its Contractors fail to comply with the above-referenced standards, Tenant shall perform again, or cause to be performed again, at its own expense, any and all Work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Work by City, Tenant shall remain solely and exclusively responsible for the technical accuracy of all of the Work, as defined herein and furnished under this Agreement. This provision shall in no way be considered as limiting the rights of City against Tenant or its Contractors, either under this Agreement, at law, or in equity.

4. Requirements For Work.

(a) Project Planning, Design, and Fabrication Phase:

Tenant shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans, and specifications for review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Tenant under this Paragraph 4(b), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve, or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Tenant intends to adopt fast track construction procedures, Tenant must still complete each contract package to a reasonable level of detail (including alternate designs selected by Tenant for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Tenant shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Tenant To Provide Information:

Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Tenant shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the

Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Tenant's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Tenant's initial and updated cost estimates for the Work, individually and aggregated.

(c) Installation, Construction, Start-Up And Testing Phase:

- (i) The Work Liaison shall have the right to monitor the Work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, Tenant shall submit, or cause to be submitted, to the Work Liaison copies of all
 - surveys, soil borings, and field test reports;
 - Contracts;
 - material certificates and samples;
 - approved shop drawings;
 - lien waivers, payrolls, and requests for payment by Contractors of any tier;
 - progress reports;
 - notification of substantial completion of the Work;
 - maintenance and operations manuals in connection with building systems;
 - as-built drawings;
 - warranties;
 - test and start-up results; and
 - other documents related to the Work which may be reasonably requested by City.

- (ii) No change order which materially changes the scope of the Work or the Project shall be implemented by Tenant without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.
- (iii) In the event the Work Liaison determines that the Work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards, Tenant shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Tenant, (i) suggest to Tenant that Tenant withhold payments from any Contractor which has performed, in the judgement of the Work Liaison, Work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards, or (ii) suggest to Tenant that it stop Work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If Tenant's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Tenant to stop any other Work that is at variance with the approved cost, schedule, drawings, plans and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Tenant, directly or through its Contractors, provided that the Work Liaison has informed Tenant of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Tenant of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Tenant within thirty (30) days following notice from the Work Liaison to Tenant, the Work Liaison may cause such work to be corrected or replaced, with City's own forces or otherwise, at the expense of Tenant, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Tenant shall be afforded such additional

time as the Work Liaison may determine to be reasonably necessary to correct or replace such work.

5. Compensation To City.

- (a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with Subparagraph (c) below, Tenant shall compensate the Work Liaison for the cost of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of the reimbursement to the Work Liaison hereunder exceed in any equal year any Work which is or has been performed in an amount equal to one and one-half percent ($1\frac{1}{2}\%$) of the aggregate expenditures during such year for the Work on the Improvements, and, provided further, however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.
- (b) During the continuation of Work, the Work Liaison shall provide Tenant with an estimate of the Work Liaison's required manhours and budgets each month, with regard to its services. Thereafter, on a semi-annual basis, the Work Liaison shall provide Tenant with a detailed review and analysis of actual manhours and expenditures against estimates, including reallocation of budgets if required, with regard to its services. More frequent reviews will be provided upon Tenant's reasonable request therefor.
- (c) The Work Liaison shall provide Tenant with monthly invoices that describe time charges for the Work Liaison staff assigned to the Improvements, and any other costs associated with the services provided by the Work Liaison. Tenant may, within ten (10) days of such provision, request a meeting with the Work Liaison to review and discuss such invoices. The Work Liaison shall hold such meeting or provide Tenant with a reasonable opportunity for such a meeting, and give due consideration to Tenant's concerns and recommendations regarding such invoices. Tenant may further request, at Tenant's expense, City to review and audit Work Liaison invoices related to the Improvements at any time. Butler shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Tenant withhold from the Work Liaison the payment of any undisputed amount.

6. Access To Work Site.

Tenant, and its architects, engineers, materialmen and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvements, provided that such access shall not reasonably interfere with the operations of or other projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Tenant's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Tenant is solely responsible for any costs relating to such coordination.

7. No Warranty By City.

Tenant warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary and it was permitted access to any person or information in connection with its investigation of the Demised Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

8. Ownership.

City shall be and become the owner of each component of the Project upon the Final Completion of the Work, as defined herein, and City's acceptance of that respective component.

9. No Damages For Delay.

Tenant agrees and shall cause its Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Tenant or Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' Work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the Work may be extended by Tenant with City approval, to reflect the extent of such delay, provided that Tenant shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably

withheld. Such notice by Tenant shall include a description of the reasons for the delay and the steps to be taken by Tenant and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any Contractor to proceed with its Work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Tenant or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Tenant's bad faith, fraud, or direct tortious interference with its Contractors.

10. Nondisturbance Of Airport Tenants And Operations.

The Work of Tenant and its Contractors on the Project shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Tenant shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner of D.O.A. to correct the demeanor or conduct of the Contractors.

11. Prevailing Wage.

All Contracts entered into by Tenant shall contain provisions complying with Chapter 48, Section 39s-2, et seq., Ill. Rev. Stat., 1991, as it may be amended (the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All such Contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for each craft of type of worker or mechanic employed in the Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such Contracts. Upon request by City, Tenant shall provide City with copies of all Contracts entered into by Tenant to evidence compliance with the provisions of the Act.

12. Performance And Payment Bonds.

Tenant shall require each of its Contractors performing construction Work at or related to the Airport to post a performance and payment bond in the full value of the construction Work to be performed under its Contract. Such bonds shall comply with the provisions of Ill. Rev. Stat., Chapter 29, Paragraph 15, as amended and Section 2-91-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Tenant shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

13. Veterans Preference.

Tenant shall insure that the following provision is inserted in all Contracts entered into with any Contractors and any labor organization which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement.

"Contractor shall comply with the provisions of Ill. Rev. Stat., Ch. 126 $\frac{1}{2}$, Par. 23 which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works. Further, Contractor shall comply with the provision of ____ U.S.C., _____ (19__)."

14. Steel Products.

Tenant shall insure that the following provision is inserted in all Contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor or services in connection with the Project.

"This contract shall be subject to all provisions of the 'Steel Products Procurement Act' (Ill. Rev. Stat., Ch. 48, Sec. 180, et seq.), as it may be amended from time to time. Steel Products used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.

For purposes of this Section 'United States' means the United States of America and any place subject to the jurisdiction thereof and 'Steel Products' means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steelmaking processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation."

15. Residency.

In the event that this Agreement is for construction in excess of \$100,000, Tenant shall include a provision in its Contract that Contractor comply with the provisions of Chapter 2, Section 2-92-320 of the Municipal Code which requires that of the total construction worker hours performed by a

contractor in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by City residents.

16. Security Provisions.

This Lease is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and to the rules and regulations promulgated thereunder. In the event that Tenant, or any individual employed by Tenant, in the performance of this Lease, has (i) unescorted access to aircraft located on or at the Airport, (ii) unescorted access to the secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Tenant shall be subject to, and further shall conduct with respect to its contractors and subcontractor(s) and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and the City may deem necessary. Further, in the event this Lease involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Tenant shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City and the Federal Aviation Administration in effect at the time of the submission of such drawings, plans and specifications.

17. Compliance With The Americans With Disabilities Act.

(a) Design Contracts. The Tenant warrants that all design documents produced for the City under this Lease shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and the Illinois Environmental Barriers Act, Ill. Rev. Stat., Ch. 111 $\frac{1}{2}$, Par. 3711, et seq. (1989), and the regulations promulgated thereto at 71 Ill. Adm. Code, Ch. 1, Sec. 400.110. In the event that the above-cited standards are inconsistent, the Tenant shall comply with the standard providing greater accessibility.

(b) Construction Contracts. All construction or alteration undertaken by Tenant under this Contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("U.F.A.S.")

or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and the Illinois Environmental Barriers Act, Ill. Rev. Stat., Ch. 111 $\frac{1}{2}$, Par. 3711, et seq. (1989), and the regulations promulgated thereto at 71 Ill. Adm. Code, Ch. 1, Sec. 400.110. Tenant shall, prior to construction, review the plans and specifications and notify the City in the event that the plans and specifications are not in compliance with the above-referenced standards.

AUTHORIZATION FOR AMENDMENT NUMBER FOUR TO
AGREEMENT WITH CHICAGO INTERNATIONAL CARRIERS
ASSOCIATION TERMINAL EQUIPMENT CORPORATION
AND AMENDMENT OF INTERIM INTERNATIONAL
TERMINAL RATES AND CHARGES FOR
AIRLINES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from Commissioner David Mosen, Department of Aviation, transmitting an ordinance authorizing: 1) Amendment No. 4 to the Agreement between the City of Chicago and Chicago International Carriers Association Terminal Equipment Corporation, dated January 1, 1990, relating to the New International Terminal at Chicago O'Hare International Airport ("O'Hare"); and 2) an amendment to the 1985 ordinance which established the rates and charges for airlines using O'Hare's Terminal 4, the Interim International Terminal, begs leave to recommend that Your Honorable Body do *Pass* said amended ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee present, with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, City and each of the International Terminal Airline Parties (collectively, "I.T.A.P.s"), as defined therein, entered into an International Terminal Use Agreement and Facilities Lease ("Use Agreement"), dated as of January 1, 1990; and

WHEREAS, Under the terms and conditions of such Use Agreement, City was given the responsibility to design and construct a new International Terminal and related facilities (collectively, "New International Terminal") at Chicago O'Hare International Airport ("Airport"); and

WHEREAS, Section 16.01 of the Use Agreement sets forth the intent of City to execute an Agreement with CICA TEC to provide for the design, acquisition, installation, operation, and maintenance of certain equipment in the New International Terminal; and

WHEREAS, City entered into such agreement ("Agreement") with CICA TEC, effective as of January 1, 1990; and

WHEREAS, Section 16.01(i) of the Use Agreement specifically provides for the acquisition, operation, and maintenance of buses by CICA TEC; and

WHEREAS, The buses originally contemplated by the Agreement were to be buses newly acquired with International Terminal Revenue Bonds and, thereby, part of "Consortium Equipment", as defined in the Agreement; and

WHEREAS, The buses in service at Terminal 4 of the Airport ("Interim International Terminal") are in good condition for extended use, both at the Interim International Terminal and at the New International Terminal; and

WHEREAS, In the interest of economy, such buses should not be replaced until their useful life has been expended; and

WHEREAS, In fulfilling the intentions of Section 16.01(i) of the Use Agreement, control of the operation and maintenance of such buses should be transferred to CICA TEC, if such buses are to be used in connection with the new International Terminal; and

WHEREAS, In the interest of prudent business management, control of the operation and maintenance of such buses should be transferred to CICA TEC as soon as possible in order to ensure a smooth transition for the opening of the New International Terminal, currently scheduled for the spring of 1993; and

WHEREAS, The City Council on May 30, 1985, passed an ordinance granting approval of rates and charges for airlines using the Interim International Terminal ("1985 Ordinance") (Council Journal of Proceedings, page 17268); and

WHEREAS, It has become necessary, in conjunction with the operation and maintenance of the FIS Bus System by CICA TEC, to provide for the adjustment of tenant passenger use charges; now, therefore,

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

SECTION 1. Incorporation Of Recitals.

The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. Amendment To 1985 Ordinance.

The 1985 Ordinance is hereby amended as follows:

Insert a new Section 1(d) after the last sentence of Section 1(c):

"(d) Adjustment Of International Terminal Tenant Passenger Use Charge".

Notwithstanding anything set forth in Section 1(c) above, no more than one time during any Fiscal Year, if City's current forecast based upon its most recently available information with regard to the amount of the International Terminal deficit indicates that payments of International Terminal Tenant Passenger Use Charge, at the then-existing rates would result in an overpayment or underpayment of the amount required

hereunder to be generated by City during such Fiscal Year through the International Terminal Tenant Passenger Use Charge, the projection of the International Terminal deficit may be revised and the International Terminal Tenant Passenger Use Charge adjusted accordingly.

The current Section 1(d) is renumbered to become a new Section 1(e).

SECTION 3. Amendment To Agreement.

The Mayor, or his proxy is authorized to execute and the City Clerk to attest, upon recommendation by the Commissioner of Aviation, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, an amendment in substantially the form attached hereto as "Exhibit 1".

SECTION 4. Effective Date.

This ordinance shall become effective upon passage by the City Council of the City of Chicago.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amendment No. 4.

This agreement to amend ("Amendment") is made as of the _____ day of _____, 1992, by and between the City of Chicago, a municipal corporation and a home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("City"), and CICA Terminal Equipment Corporation, a corporation duly organized and existing under the laws of the State of Illinois, and authorized to do business under the laws of the State of Illinois ("CICA TEC").

Recitals.

Whereas, City and each of the International Terminal Airline Parties (collectively, "I.T.A.P.s"), as defined therein, entered into an International Terminal Use Agreement and Facilities Lease ("Use Agreement"), dated as of January 1, 1990; and

Whereas, Under the terms and conditions of such Use Agreement, City was given the responsibility to design and construct a new International

Terminal and related facilities (collectively, "New International Terminal") at Chicago O'Hare International Airport ("Airport"); and

Whereas, Section 16.01 of the Use Agreement sets forth the intent of City to execute an agreement with CICA TEC to provide for the design, acquisition, installation, operation, and maintenance of certain equipment in the New International Terminal; and

Whereas, City entered into such agreement ("Agreement") with CICA TEC, effective as of January 1, 1990; and

Whereas, Section 16.01(i) of the Use Agreement specifically provides for the acquisition, operation and maintenance of buses by CICA TEC; and

Whereas, The buses originally contemplated by the Agreement were to be buses newly acquired with International Terminal Revenue Bonds and, thereby, part of the "Consortium Equipment", as defined in the Agreement; and

Whereas, The buses in service at Terminal 4 of the Airport ("Interim International Terminal") are in good condition for extended use, both at the Interim International Terminal and at the New International Terminal; and

Whereas, In the interest of economy, such buses should not be replaced until their useful life has been expended; and

Whereas, In fulfilling the intentions of Section 16.01(i) of the Use Agreement, control of the operation and maintenance of such buses should be transferred to CICA TEC if such buses are to be used in connection with the New International Terminal; and

Whereas, In the interest of prudent business management, control of the operation and maintenance of such buses should be transferred to CICA TEC as soon as possible in order to ensure a smooth transition for the opening of the New International Terminal, currently scheduled for the spring of 1993; and

Whereas, Section 1.04 of the Agreement requires that any amendments to the Agreement be in writing; and

Whereas, The City Council has authorized this Amendment by an ordinance passed on _____ (Council Journal of Proceedings, page _____); and

Whereas, CICA TEC has certified its approval of this Amendment by a Super Majority-In-Interest, as defined in the Agreement;

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

Section 1. Incorporation Of Recitals.

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

Section 2. Amendment.

The Agreement is hereby amended as follows:

Section 2.01

Section 1.01(b) of the Agreement is amended to add the following definition:

"FIS Bus System" means that system of equipment used to transport enplaned and deplaned passengers to and from aircraft parked at hardstands. For the purposes of this Agreement, the FIS Bus System shall include both existing equipment to which CICA TEC has been given operation and maintenance rights pursuant to this Agreement and equipment to be acquired by CICA TEC on behalf of the City with Special Revenue Bond proceeds. The FIS Bus System shall be subject to all of the terms and conditions of this Agreement applicable to Consortium Equipment.

Section 2.02

Section 2.01(a) of the Agreement is amended to add the following in the seventh line after the word "City":

"and (iii) to operate and maintain the FIS Bus System in connection with the operations of Terminal 4, so long as Terminal 4 is used as an International Terminal for enplaned or deplaned passengers, and further in connection with the operations of the International Terminal, as defined in this Agreement for a period not to exceed the term of this Agreement."

Section 2.03

Section 2.01(b) of the Agreement is amended to add the following at the end of the paragraph:

"CICA TEC shall perform the operation and maintenance, or cause the operation and maintenance to be performed, on the Consortium Equipment. CICA TEC may award contracts for the operation and maintenance to be performed, but CICA TEC shall remain responsible for the operation and maintenance of the Consortium Equipment. CICA TEC may negotiate as well as competitively bid its contracts for operation and maintenance. Such contracts shall comply with the requirements of Exhibit G of this Agreement."

Section 2.04

Section 9.02(b)(ii) of the Agreement is amended to add the word "auto" after the word "pollution" in line seven of that paragraph, and the following before the last sentence of that paragraph:

"Such insurance coverage shall include contractual liability for the operation of the FIS Bus System."

Section 2.05

In connection with the operation and maintenance of the FIS Bus System before the Date of Beneficial Occupancy of the International Terminal and until the operation and maintenance of the FIS Bus System is covered by the insurance identified in Section 9.02(b)(ii) hereinabove, CICA TEC shall maintain, at CICA TEC's own expense, insurance in such form and with such limits as may be required in the reasonable discretion of the City Risk Manager to insure the operation and maintenance of the FIS Bus System. CICA TEC shall further require its Contractors for the operation and maintenance of the FIS Bus System, if any, to maintain insurance in such form and with such limits as may be required in the reasonable discretion of the City Risk Manager. City, its officers, employees, and agents shall be named as additional insureds on all such policies.

Section 3. No Other Changes.

No other changes, amendments, or modifications to the Agreement are implied or intended, except those expressly stated hereinabove.

In Witness Whereof, City and CICA TEC have executed this Amendment as of the date first written hereinabove.

City of Chicago

By: _____
Mayor

By: _____
City Clerk

(Seal)

Recommended:

By: _____
Commissioner
Department of Aviation

Approved:

By: _____
Comptroller

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

CICA TEC

By: _____

Its: _____

Attest:

By: _____

Its: _____

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**APPOINTMENT OF MR. SAL J. LATO AS COMMISSIONER
OF MANAGEMENT INFORMATION SYSTEMS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Sal J. Lato as the Commissioner of Management Information Systems, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Sal J. Lato as Commissioner of Management Information Systems was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT NECESSARY TO PROVIDE
HOUSING AND SUPPORT SERVICES TO
PERSONS WITH HUMAN
IMMUNODEFICIENCY
VIRUS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of a grant from

the U. S. Department of Housing and Urban Development necessary to provide housing and support services to persons with HIV, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), through its Department of Health (the "Department") has been awarded federal grant funds (the "Grant Funds") in the amount of \$919,000 from the U.S. Department of Housing and Urban Development; and

WHEREAS, The Grant Funds will be used to provide housing and support services to persons with HIV (the "Program"); now, therefore,

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

SECTION 1. The sum of \$919,000 not previously appropriated, representing the Grant Funds, is hereby appropriated from Fund 925-Grant Funds for the year 1992, for the purposes described in the preamble hereof.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds as required to carry out the purposes of the Program.

SECTION 3. This ordinance shall take effect 10 days after its passage and publication.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
OF RENTAL REHABILITATION REPAYMENT FUNDS
NECESSARY FOR MULTI-FAMILY
HOUSING PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 24, 1992.

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 of rental rehabilitation repayment funds necessary for multi-family housing projects, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City"), by an ordinance enacted on December 11, 1991 and published at pages 10570 -- 10573 of the Journal of Proceedings of the City Council of said date, which was amended by an ordinance enacted on July 7, 1992 and published at pages 18324 -- 18326 of the Journal of Proceedings of the City Council of said date, has previously authorized a loan (the "SSG Loan") by the City to SSG Limited Partnership, an Illinois limited partnership, in an amount not to exceed \$345,000, which was to be funded from Rental Rehabilitation Program (as hereinafter defined) grant funds, Program Year VI, to finance in part the rehabilitation of a vacant building located at 4433 -- 4437 South Greenwood Avenue, Chicago, Illinois, and consisting of forty-eight rental housing units for low- and moderate-income persons; and

WHEREAS, The City Council, by an ordinance enacted on July 7, 1992 and published at pages 18326 -- 18330 of the Journal of Proceedings of the City Council of said date, has previously authorized a loan (the "Luca Loan") by the City to Teodor and Estera Luca, in an amount not to exceed \$630,000, which was to be funded in part from an amount not to exceed \$558,000 (the "Rental Rehabilitation Program Portion") of Rental Rehabilitation Program grant funds, Program Year VII, to finance in part the rehabilitation of a building located at 4922 -- 4930 North Kedzie Avenue, Chicago, Illinois, and consisting of thirty-one rental housing units for low- and moderate-income persons; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq.), which provided for federal grants to local governments to help finance rehabilitation of privately-owned residential structures devoted primarily to rental use and which units were eligible for rent subsidy

programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of \$3,124,760 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990) and an allocation of \$2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, The City's Department of Housing ("D.O.H.") has available to it \$1,330,288 (the "Rental Rehabilitation Repayment Funds") in program income (as defined in 24 C.F.R., Section 511.76(b)) derived from the use of Rental Rehabilitation Program grant funds; and

WHEREAS, D.O.H. desires to use (a) \$345,000 of such Rental Rehabilitation Repayment Funds to finance the SSG Loan, (b) \$543,000 of such Rental Rehabilitation Repayment Funds to finance in part the Rental Rehabilitation Program portion of the Luca Loan, and (c) \$442,288 of such Rental Rehabilitation Repayment Funds to finance rehabilitation costs of multifamily housing projects eligible for the use of Rental Rehabilitation Repayment Funds and hereafter approved by the City Council; now, therefore,

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

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

SECTION 2. The sum of \$345,000 of Rental Rehabilitation Repayment Funds, not previously appropriated, is hereby appropriated from Fund 293 for the year 1992, for the purpose of financing the SSG Loan.

SECTION 3. The sum of \$543,000 of Rental Rehabilitation Repayment Funds, not previously appropriated, is hereby appropriated from Fund 293 for the year 1992, for the purpose of financing in part the Rental Rehabilitation Program portion of the Luca Loan.

SECTION 4. The sum of \$442,288 of Rental Rehabilitation Repayment Funds, not previously appropriated, is hereby appropriated from Fund 293 for the year 1992, for the purpose of financing rehabilitation costs of multifamily housing projects eligible for the use of Rental Rehabilitation Repayment Funds and hereafter approved by the City Council.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect 10 days after its passage and publication.

AUTHORIZATION FOR INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 24, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration eight orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Stéele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 West Berwyn Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,420 feet of 8-inch ductile iron water main in West Berwyn Avenue, from North Leavitt Street to North Damen Avenue, at a total estimated cost of \$212,400.53 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01255.

Portion Of West Lawrence Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 549 feet of 12-inch ductile iron water main in West Lawrence Avenue, from North Manor Avenue to North Shore Channel, and from North Virginia Avenue to North Shore Channel, at a total estimated cost of \$111,803.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01284.

Portion Of West Madison Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Madison Street, from Western Avenue to Damen Avenue, 2,600 feet of 12-inch ductile iron water main; at a total estimated cost of \$487,566.00 chargeable to Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01275.

Portion Of West Norwood Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,327 feet of 8-inch ductile iron water main in West Norwood Street, from North Clark Street to North Glenwood Avenue; at a total estimated cost of \$202,378.22 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01272.

Portion Of South Oglesby Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,226 feet of 8-inch ductile iron water main in South Oglesby Avenue, from East 73rd Street to East 75th Street; at a total estimated cost of \$181,188.22 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01270.

Portion Of North Sawyer Avenue.
(Near West Franklin Boulevard)

Ordered, That the Commissioner of Water is hereby authorized to install 319 feet of 8-inch ductile iron water main in North Sawyer Avenue, from West Franklin Boulevard to 310 feet south of West Franklin Boulevard; at a total estimated cost of \$50,835.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01233.

*Portion Of North Sawyer Avenue.
(Near West Fullerton Avenue)*

Ordered, That the Commissioner of Water is hereby authorized to install 1,324 feet of 8-inch ductile iron water main in North Sawyer Avenue, from West Fullerton Avenue to West Wrightwood Avenue; at a total estimated cost of \$211,023.61 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01286.

Portion Of North Spaulding Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 318 feet of 8-inch ductile iron water main in North Spaulding Avenue, from West Franklin Boulevard to 320 feet south of West Franklin Boulevard; at a total estimated cost of \$51,134.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01242.

COMMITTEE ON HEALTH.

**AMENDMENT OF TITLE 4, CHAPTER 220 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 135 REQUIRING
ISSUANCE OF IDENTIFICATION WRISTLETS TO
RESIDENTS OF NURSING HOMES,
SHELTERED CARE HOMES
AND HOMES FOR
THE AGED.**

The Committee on Health submitted the following report:

CHICAGO, November 23, 1992.

To the President and Members of the City Council:

Your Committee on Health, having had under consideration an ordinance introduced by Alderman Bernard Stone (50th Ward) to amend Title 4, Section 220-130 of the Municipal Code of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was approved in committee by all members present, with no dissenting vote.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

Alderman Stone presented the following proposed substitute ordinance:

WHEREAS, Although many residents of nursing homes, sheltered care homes and homes for the aged have little difficulty navigating the streets of the City, the use of an identification wristlet can be extremely helpful on those occasions when such a resident is found outdoors under circumstances that make it difficult for the resident to communicate or return to his or her residence; and

WHEREAS, Those circumstances, which may include illness or a reaction to medication, while not common, are sufficiently serious to require all such residents to be given the opportunity to wear identification wristlets that will make it easier for persons to render assistance; now, therefore,

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

SECTION 1. Chapter 4-220 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-220-135 as follows:

4-220-135. Every nursing home, sheltered care home or home for the aged shall issue and deliver to each resident of the facility a wristlet identifying the resident's name and the name and address of the facility. The wristlet shall be delivered to the resident no later than two days after the resident is admitted into the facility, or 30 days after the effective date of this ordinance, whichever is later.

SECTION 2. This ordinance shall take effect 30 days after its passage.

Alderman Stone moved to *Substitute* the foregoing proposed ordinance for the ordinance transmitted with the preceding committee report. The motion *Prevailed*.

Thereupon, on motion of Alderman E. Smith, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Although many residents of nursing homes, sheltered care homes and homes for the aged have little difficulty navigating the streets of the City, the use of an identification wristlet can be extremely helpful on those occasions when such a resident is found outdoors under circumstances that make it difficult for the resident to communicate or return to his or her residence; and

WHEREAS, Those circumstances, which may include illness or a reaction to medication, while not common, are sufficiently serious to require all such residents to be given the opportunity to wear identification wristlets that will make it easier for persons to render assistance; now, therefore,

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

SECTION 1. Chapter 4-220 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-220-135 as follows:

4-220-135. Every nursing home, sheltered care home or home for the aged shall issue and deliver to each resident of the facility a wristlet identifying the resident's name and the name and address of the facility. The wristlet shall be delivered to the resident no later than two days after

the resident is admitted into the facility, or 30 days after the effective date of this ordinance, whichever is later.

SECTION 2. This ordinance shall take effect 30 days after its passage.

DEPARTMENT OF HUMAN SERVICES URGED TO JOIN
WITH ILLINOIS BOARD OF EDUCATION TO REVISE
REGULATIONS GOVERNING DISPERSAL OF
MEALS THROUGH SUMMER FOOD
SERVICE PROGRAM.

The Committee on Health submitted the following report:

CHICAGO, November 23, 1992.

To the President and Members of the City Council:

Your Committee on Health, having had under consideration a resolution introduced by Alderman Eugene C. Schulner (47th Ward) "Calling upon the Department of Human Services to join with the Illinois State Board of Education to revise regulations covering dispersal of food through the Summer Food Service Program", begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution which is transmitted herewith.

This recommendation was approved in committee by all members present, with no dissenting vote.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Thousands of Chicago's children are involved in a variety of day camp programs that participate in the Summer Food Service Program sponsored by the Department of Human Services; and

WHEREAS, The Summer Food Service Program exists to provide meals for needy children who during the school year receive meals in conformity with the National School Lunch Act of 1975; and

WHEREAS, The Summer Food Service Program has been established to provide complete meals to those children whose alimentary needs might go unmet in the absence of school lunches; and

WHEREAS, The Illinois State Board of Education determines the program regulations which cover the dispersal of foodstuffs to children receiving these meals; now, therefore,

Be It Resolved, That, after reviewing the implementation of the Summer Food Service Program, the City Council Committee on Health calls upon the Department of Human Services of the City of Chicago to engage the appropriate agencies of the State of Illinois to examine, and if necessary revise the regulations of the Summer Food Service Program that cover the dispersal of meals so that children receiving such meals may use uneaten portions of complete meals at times and in ways not allowed under present rules and regulations, while remaining in conformity with federal guidelines.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred fourteen (14) ordinances by the Department of General Services authorizing the acceptance of bids at the following locations:

3647 West Grenshaw Street;

3531 -- 3547 South Halsted Street (Parking Site Number 52);

538 North Kedzie Avenue;

546 North Kedzie Avenue;

1442 South Kedzie Avenue;

2436 West Madison Street;

1647 North Maplewood Avenue;

6448 South Parnell Avenue;

2057 North Spaulding Avenue;

4203 South Union Avenue;

1629 North Washtenaw Avenue;

4450 South Whipple Street;

1638 West 32nd Street; and

740 West 47th Place,

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

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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):

3647 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302, to purchase for the sum of \$2,200.00, the city-owned vacant property, as advertised, described as follows:

Lot 44 in Givin's and Gilbert's Subdivision of the south 15 acres of the east quarter of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3647 West Grenshaw Street, Permanent Tax No. 16-14-328-023)

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 \$220.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3531 -- 3547 South Halsted Street.
(Parking Site Number 52)

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

SECTION 1. The City of Chicago hereby accepts the bid of Mick-Bert Construction Company, 3246 South Princeton Avenue, Chicago, Illinois 60616, to purchase for the sum of \$195,000.00, the city-owned vacant property, as advertised, described as follows:

Lots 27 to 39 inclusive in Block 4 in Hamburg, being Sammuel Gehr's Subdivision of Blocks 23 and 24 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3531 -- 3547 South Halsted Street (Parking Site Number 52), Permanent Tax Nos. 17-33-300-013 through 019)

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 \$19,500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

538 North Kedzie Avenue

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

SECTION 1. The City of Chicago hereby accepts the bid of Linda S. Consolo, 8410 West Bryn Mawr Avenue, Suite 400, Chicago, Illinois 60631, to purchase for the sum of \$4,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 5 of Patrick Subdivision of the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 538 North Kedzie Avenue, Permanent Tax No. 16-11-223-025)

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 \$400.00 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.

546 North Kedzie Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Linda S. Consolo, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, to purchase for the sum of \$1,800.00, the city-owned vacant property, as advertised, described as follows:

Lot 2 in D. Franklin Anderson's Subdivision of Lots 1, 2, 3, 4 and 36 to 39, inclusive, in subdivision of the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 546 North Kedzie Avenue, Permanent Tax No. 16-11-223-021)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$180.00 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.

1442 South Kedzie Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Dorothy M. Cox and Harl W. Cox, as joint tenants, 1440 South Kedzie Avenue, Chicago, Illinois 60623, to purchase for the sum of \$2,900.00, the city-owned vacant property, as advertised, described as follows:

Lot 35 in Sherman and Walter's Subdivision of Block 7 in the Circuit Court Partition of the east half of the northeast quarter and that part lying north of Ogden Avenue of the east 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 1442 South Kedzie Avenue, Permanent Tax No. 16-23-221-031)

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 \$290.00 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.

2436 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Daniel B. Cook, Daniel J. Tweedie and Marty DeRoin, as tenants in common, 2637 North Sacramento Boulevard, Chicago, Illinois 60647, to purchase for the sum of \$4,050.00, the city-owned vacant property, as advertised, described as follows:

Lot 15 in L. D. Boone's Addition to Chicago, a subdivision of the southeast block of the east 33.81 acres of the south half of the southeast quarter of the east half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2436 West Madison Street, Permanent Tax No. 16-12-428-020)

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 \$405.00 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.

1647 North Maplewood Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of David Smekhtman, 9806 Huber Lane, Niles, Illinois 60648, to purchase for the sum of \$6,500.00, the city-owned vacant property, as advertised, described as follows:

Lot 43 in Block 1 in Botsfor's Subdivision of Block 7 in Johnston's Subdivision of the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1647 North Maplewood Avenue, Permanent Tax No. 13-36-430-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$650.00 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.

6448 South Parnell Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Thomas Batteast and Morageree Batteast, his wife, as joint tenants, 9242 South Throop Street, Chicago, Illinois 60620, to purchase for the sum of \$2,160.00, the city-owned vacant property, as advertised, described as follows:

the north 36.33 feet of Lots 15 and 16 in C.C. Haskins Subdivision of Lots 1 and 4 in Block 13 together with Lot 13 (except the west 33 feet thereof) and Lot 16 in Block 8, also the 49 feet east of and adjoining said Lots 13 and 16 in Block 8, all in Linden Grove, a subdivision in the northwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6448 South Parnell Avenue, Permanent Tax No. 20-21-111-022)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$216.00 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.

2057 North Spaulding Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of David Smekhtman and Naum Nickolas Kofler, as joint tenants, 9806 Huber Lane, Niles, Illinois 60648, to purchase for the sum of \$8,200.00, the city-owned vacant property, as advertised, described as follows:

the north 24 feet of Lot 24 in Block 11 in Shipman, Bill and Merrill's Subdivision of the east half of the northeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2057 North Spaulding Avenue, Permanent Tax No. 13-35-234-001)

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 \$820.00 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.

4203 South Union Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Demetrio Palacios, P. O. Box 578980, Chicago, Illinois 60657-8980, to purchase for the sum of \$4,270.00, the city-owned vacant property, as advertised, described as follows:

Lot 34 in Block 18 in Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4203 South Union Avenue, Permanent Tax No. 20-04-125-002)

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 \$427.00 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.

1629 North Washtenaw Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Renee Porter, 2757 Porter Court, Glenview, Illinois 60025, to purchase for the sum of \$11,100.00, the city-owned vacant property, as advertised, described as follows:

Lot 14 in Boettcher's Subdivision of Lots 8, 9 and part of Lot 7 in Block 8 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1629 North Washtenaw Avenue, Permanent Tax No. 13-36-427-010)

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 \$1,110.00 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.

4450 South Whipple Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of ADMc, Inc., 5712 South Whipple Street, Chicago, Illinois 60629, to purchase for the sum of \$15,123.00, the city-owned vacant property, as advertised, described as follows:

Lot 52 in Block 10 in the subdivision of Blocks 9 and 10 in Hart L. Stewart's Subdivision of the southwest quarter of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4450 South Whipple Street, Permanent Tax No. 19-01-311-042)

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 \$1,523.00 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.

1638 West 32nd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Tammy K. Yuen, 3221-B South Canal Street, Chicago, Illinois 60616, to purchase for the sum of \$19,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 4 in Walker's Subdivision of the west half and the southeast quarter of Block 11 of Canal Trustee's Subdivision of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1638 West 32nd Street, Permanent Tax No. 17-31-213-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,900.00 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.

740 West 47th Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of David J. Czubak and Patricia A. Czubak, as joint tenants, 744 West 47th Place, Chicago, Illinois 60609, to purchase for the sum of \$9,100.00, the city-owned vacant property, as advertised, described as follows:

Lot 32 in Fowler's Resubdivision of part of South Side Homestead Association Addition, being a subdivision of the north half of the northwest quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 740 West 47th Place, Permanent Tax No. 20-09-100-025)

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 \$910.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT
NEIGHBORS LAND ACQUISITION
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting bids under the Adjacent Neighbors Land Acquisition Program at the following locations:

1440 South Spaulding Avenue;

2857 West 25th Place;

5403 South Bishop Street;

5024 South Racine Avenue;

1222 South Harding Avenue;

4855 West Ohio Street; and

4028 West Monroe 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11831 -- 11833 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: John and Tonya Sims

Real Estate Number: 6503

Address: 1442 South Spaulding
Avenue

Address: 1440 South Spaulding
Avenue

Bid Amount: \$300.00

Index Number: 16-23-219-030

Legal Description
(1440 South Spaulding Avenue)

Lot 27 in Subblock 1 of Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1440 South Spaulding Avenue, Chicago, Illinois).

Bidder: Jose and Leonor Yanez

Real Estate Number: 3352

Address: 2859 West 25th Place

Address: 2857 West 25th Place

Bid Amount: \$301.01

Index Number: 16-25-128-002

Legal Description
(2857 West 25th Place)

Lot 31 in Block 6 in Cass' Subdivision of the east 30 acres of the south 64 acres of the northwest quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2857 West 25th Place, front and rear, Chicago, Illinois).

Bidder: Reginald T. and James T.
Howard

Real Estate Number: 7533

Address: 5401 South Bishop Street

Address: 5403 South Bishop
Street

Bid Amount: \$301.00

Index Number: 20-08-319-002

Legal Description
(5403 South Bishop Street)

Lot 43 in Block 2 in Murphy's Subdivision of the east half of the east half of the southwest quarter 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: 5403 South Bishop Street, Chicago, Illinois).

Bidder: Juana Duran

Real Estate Number: 7815

Address: 5022 South Racine
Avenue

Address: 5024 South Racine
Avenue

Bid Amount: \$300.00

Index Number: 20-08-131-028

Legal Description
(5024 South Racine Avenue)

Lot 10 in Block 1 in Young and Clarkson's Subdivision of the southeast quarter of the southeast quarter of the northwest quarter of Section 8,

Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 5024 South Racine Avenue, Chicago, Illinois).

Bidder: Thelma Brown

Real Estate Number: 1726

Address: 1220 South Harding
Avenue

Address: 1222 South Harding
Avenue

Bid Amount: \$300.00

Index Number: 16-23-100-026

Legal Description
(1222 South Harding Avenue)

Lot 15 in Block 1 in Frank Wells and Companys' Boulevard Subdivision of the northwest quarter 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: 1222 South Harding Avenue, front and rear, Chicago, Illinois).

Bidder: Erma L. Smith

Real Estate Number: 8843

Address: 4853 West Ohio Street

Address: 4855 West Ohio Street

Bid Amount: \$300.00

Index Number: 16-09-221-002

Legal Description
(4855 West Ohio Street)

Lot 27 in Block 1 in Craft's Subdivision of the southeast quarter of the northeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian (except the right-of-way of the Chicago Northwestern Railroad), in Cook County, Illinois (commonly known as: 4855 West Ohio Street, Chicago, Illinois).

Bidder: James Spearman

Real Estate Number: 2397

Address: 4030 West Monroe Street

Address: 4028 West Monroe Street

Bid Amount: \$301.00

Index Number: 16-15-203-027

Legal Description
(4028 West Monroe Street)

Lot 37 in Block 1 in William M. Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4028 West Monroe Street, Chicago, Illinois).

SECTION 2. That the conveyances of the city-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that after the sale of these properties has been completed to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City

Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

REJECTION OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 3223 -- 3225 WEST CERMAK
ROAD AND GRANT OF AUTHORITY TO
RE-ADVERTISE SAID PROPERTY
FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

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 regarding the rejection of a bid at 3223 -- 3225 West Cermak Road, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 rejects the bid of Deanna L. Marzano, 3223 -- 3225 West Cermak Road, Chicago, Illinois 60650, to purchase for the sum of \$3,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 9 and 10 in Block 1 in Kravolec and Kasper's Subdivision of the east half of the northeast quarter (except the south 44 acres thereof) of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3223 -- 3225 West Cermak Road, Permanent Tax Nos. 16-26-207-001 and 002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY
BOUNDED BY 53RD STREET, FEDERAL STREET,
GARFIELD BOULEVARD AND RAILROAD
RIGHT-OF-WAY TO COMMONWEALTH
EDISON COMPANY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services to accept a bid for the conveyance of property to Commonwealth Edison Company, located at 5300 -- 5458 South Federal 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 by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 function pertaining to its government and affairs; and

WHEREAS, The City is the owner of a contaminated tract of land bounded by 53rd Street on the north, Federal Street on the east, Garfield Boulevard on the south and the railroad right-of-way on the west, and identified by the permanent index numbers set forth on Exhibit A attached hereto ("Property"); and

WHEREAS, Commonwealth Edison has indicated its desire to purchase the Property from the City for the purpose of constructing a terminal site thereon; now, therefore,

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

SECTION 1. The sale of the Property to Commonwealth Edison in the amount \$200,000 is hereby approved. Subject to the approval of the Department of General Services, an amount not to exceed \$100,000 may be deducted from the purchase price to defray the cost or remediating the contamination which exists on the Property.

SECTION 2. The Mayor or his proxy is authorized to execute an Agreement for the Sale of Real Estate to Commonwealth Edison substantially in the form attached hereto as Exhibit B. The Mayor or his proxy is further authorized to execute a quitclaim deed conveying the Property to Commonwealth Edison. The Commissioner of General Services is authorized to execute all other documents which may be necessary to effectuate this transaction.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Permanent Index Numbers.

20-09-421-021

20-09-421-022

20-09-421-028

20-09-421-029

Exhibit "B".

Agreement For The Sale Of Real Estate.

This Agreement is made on or as of the _____ day of _____, 1992, by and between the City of Chicago, an Illinois municipal corporation ("City") and Commonwealth Edison, an Illinois Corporation ("Purchaser").

Recitals.

Whereas, The City owns the tract of vacant land bounded by 53rd Street on the north, Federal Street on the east, Garfield Boulevard on the south, and the railroad right-of-way on the west, which tract of land is legally described on (Sub)Exhibit A attached hereto and made a part hereof ("Property"); and

Whereas, The City Council of the City of Chicago has determined that the Property is no longer necessary, useful or desirable to the City; and

Whereas, The Purchaser desires to purchase the Property from the City for the purpose of constructing a terminal site, and the City desires to sell the Property to the Purchaser for such purpose;

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

1. Conveyance. The City agrees to convey the Property in fee simple to the Purchaser by quitclaim deed in recordable form. Title to the Property shall be subject only to real estate taxes not yet due and owing; covenants, conditions and restrictions of record; public utility easements; building lines and building use or occupancy restrictions, if any; and such other exceptions to title as the Purchaser shall reasonably approve.

2. Purchase Price. The Purchaser agrees to pay to the City the sum of Two Hundred Thousand Dollars (\$200,000), plus or minus prorations, at closing, by cashier's or certified check.

3. Prorations. Water and sewer charges, utilities, general real estate taxes and similar items shall be prorated between the City and the Purchaser as of the date of closing. All prorations shall be final.

4. Closing. The closing shall take place at City Hall on _____, or at such place and time as the parties may mutually agree to in writing.

5. Possession of Premises. The City shall deliver possession of the Property to the Purchaser on the day of closing.

6. Escrow. At the election of either party upon notice to the other party not less than five (5) days prior to the date of closing, the sale contemplated by this Agreement shall be closed through an escrow with Chicago Title Insurance Company in accordance with the general provisions of a customary Deed and Money Escrow Agreement. All escrow fees shall be divided equally between the parties. All escrow deposits shall be made by the parties in accordance with the terms of the escrow instructions to be executed by the parties prior to closing.

7. Title Commitment. The Purchaser, at its sole expense, shall be responsible for obtaining a title commitment and policy for the Property. Should the commitment disclose any defects in title, the City agrees to use all reasonable efforts to cure such defects. In the event that the Purchaser cannot obtain a title insurance policy free and clear of such defects, the Purchaser shall have the right, as its sole remedy, to terminate this Agreement.

8. Successors and Assigns. The provisions of this Agreement shall be binding on the parties, and their respective successors and assigns.

9. Inspection. The Purchaser may inspect the Property at any time upon reasonable notice to the City.

10. Capacity. The parties represent that each party has the legal capacity to enter into this Agreement and to take all actions necessary to close the transaction.

11. Right-of-Entry. The City agrees to permit the Purchaser, its agents, employees and contractors to enter upon the Property at reasonable times to conduct soil and environmental tests on the Property at its sole cost and expense. The Purchaser agrees to deliver to the City a copy of each report prepared by or for the Purchaser regarding the soil and environmental condition of the Property.

12. Time of Essence. Time is of the essence of this Agreement.

13. Environmental Conditions. The parties acknowledge that there is soil contamination on the Property. The Purchaser agrees to select a contractor to remove the contaminated soil from the Property.

Not less than thirty (30) days prior to closing, the Purchaser shall deliver to the City the selected contractor's bid. The City shall have ten (10) business days to review and approve the bid, which approval shall not be unreasonably withheld. If the City does not approve the bid, the Purchaser shall have forty-five (45) days to select another bidder.

As soon as practicable after the Purchaser has entered into a contract to remove the contaminated soil, the Property shall be conveyed to the Purchaser. At the closing, the Purchaser shall deposit the sum of \$100,000 (out of the proceeds of the purchase price) into an escrow account with Chicago Title Insurance Company ("Remediation Escrow"), which sum shall be applied toward the cost of removing the contaminated soil from the Property.

The Remediation Escrow shall provide, among other things, that if the actual cost of remediation is less than \$100,000 the escrowee shall remit to the City the difference between \$100,000 and the actual cost of remediation. If the actual cost of remediation exceeds \$100,000, the Purchaser shall be solely responsible for such additional cost. No disbursements to the Purchaser or the Purchaser's contractor shall be made without the prior written approval of the City, which approval shall not be unreasonably withheld. All Remediation Escrow fees shall be divided equally between the City and the Purchaser.

In lieu of the Remediation Escrow, the City may, in its sole discretion, give the Purchaser a credit against the purchase price at closing in an amount not to exceed One Hundred Thousand Dollars (\$100,000) to defray the cost of remediating the soil contamination. In the event that the actual cost of remediation is less than the amount of the credit, the Purchaser shall pay the City the difference between the amount of the credit and the actual cost of remediation within five (5) business days of the Purchaser's full payment for the remediation. In the event the cost of remediation exceeds the amount of the credit, the Purchaser shall be solely responsible for such additional cost.

The Purchaser additionally agrees to indemnify the City from any environmental claim relating to the soil or environmental condition of the Property, and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the conveyance.

14. No Merger. The provisions of this Agreement shall not be merged with the deed, and the deed shall not be deemed to affect or impair the provisions of this Agreement.

In Witness Whereof, The parties hereto have executed this Agreement on the date first written above.

Commonwealth Edison, an
Illinois corporation

City of Chicago, an Illinois
municipal corporation

By: _____
Rudy O. Wulf, Director
of Real Estate

By: _____
Richard M. Daley, Mayor

Attest:

Walter S. Kozubowski, City Clerk

(Sub)Exhibit "A" attached to this Agreement reads as follows:

(Sub)Exhibit "A".

Legal Description.

Parcel 1.

Lots 3, 6, 7, 10, 11, 14 and 15 (except the east 47 feet of each of said lots taken for street) in Block 2 in Peter Shimp's Subdivision of the north 4 acres of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 Township 38 North, Range 14, East of the Third Principal Meridian, together with all that part of the north and south public alley (now vacated) lying west of and adjoining the west line of Lots 10, 11, 14 and 15 aforesaid, in Cook County, Illinois.

Also

Parcel 2.

A tract of land described as beginning at a point in the south line of said Lot 15 in Block 2 in Peter Shimp's Subdivision of the north 4 acres of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid, 47 feet west of the southeast corner of said Lot 15, said point being also in the west line of Federal Street, formerly Butterfield Street (as extended); thence west along the south line of said Lot 15 to the southwest corner of said lot; thence south 24 feet to the northwest corner of Lot 2 in Block 3 in Peter Shimp's Second Subdivision, being a subdivision of 4 acres south of and adjoining the north 4 acres of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid; thence east along the north line of said Lot 2 to a point in said north line which is 47 feet west of the northeast corner of said Lot 2, said point being also the west line of Federal Street, as extended; thence north along the west line of Federal Street, as extended, 24 feet to the place of beginning;

Also

All of the north and south public alley (now vacated) lying west of and adjoining the above described tract of land in Cook County, Illinois.

Also

Parcel 3.

Lots 2, 3, 6, 7, 10, 14 and 15 (except the east 47 feet of each of said lots taken for street) together with the vacated alley west of and adjoining said lots and the west line of said Lot 15 produced south 8 feet, all in Block 3 in Peter Shimp's Second Subdivision of the 4 acres south of and adjoining the north 4 acres aforesaid;

Also

All of the east and west public alley (now vacated) lying south of and adjoining the south line of Lot 15 (except the east 47 feet thereof) all in Block 3 in Peter Shimp's Second Subdivision of 4 acres south of and adjoining the north 4 acres aforesaid, in Cook County, Illinois;

Also

Parcel 4.

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres, east of railroad, of the southeast quarter of Section 9 aforesaid, together with the north and south public alley (now vacated) lying west of and adjoining said last described premises, in Cook County, Illinois;

Also

Parcel 5.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (except the north 11 feet of the west 15 feet thereof), Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 3 in Coburn's Addition to Chicago, a subdivision of the south 598.25 feet of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian;

Also

The public alley (now vacated) lying west of and adjoining said Lots 1 to 17 inclusive and the west line of said Lot 17 extended south 16 feet;

Also

The public alley (now vacated) lying south of and adjoining said Lot 17, all in Block 3 in Coburn's Subdivision aforesaid, in Cook County, Illinois.

SALE OF PARCEL R-6 IN PERSHING-COTTAGE GROVE
REDEVELOPMENT AREA TO MS. SANDRA DYER.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Planning and Development authorizing the sale of land at 3975 South Cottage Grove Avenue to Ms. Sandra Dyer in accordance with the Urban Renewal Plan to the Pershing-Cottage Grove 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 by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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, hereafter referred to as the "Commission"; and

WHEREAS, The Community Development Commission is authorized to assume the functions of the former Department of Urban Renewal in the sale of land to promote the redevelopment of project areas; and

WHEREAS, The Pershing-Cottage Grove Redevelopment Plan, as amended, for the Pershing-Cottage Grove Redevelopment Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel R-6 in the Pershing-Cottage Grove Redevelopment Area is located at 3975 South Cottage Grove Avenue and contains a total area of 2,874 square feet and is identified by a plat of survey on file at the office of the Department of Planning and Development; and

WHEREAS, The Department of Urban Renewal Board on December 17, 1991 by Resolution No. 91-DUR-19, approved negotiations with the proposed developer for the sale of Parcel R-6 in the Pershing Cottage Grove Redevelopment Area; and

WHEREAS, The Commission approved the sale of Parcel R-6 to the developer on September 17, 1992 by Resolution No. 92-CDC-26; and

WHEREAS, The purchaser proposes to redevelop Parcel R-6 to facilitate utility hookups, provide an egress for trash collection and to secure her residence from vandals. This use is in accordance with the Urban Renewal Plan for the Pershing-Cottage Grove Redevelopment Area, as amended; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of said parcel of property as provided therein and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale recommended by the Community Development Commission of that certain parcel of land in the Pershing-Cottage Grove Redevelopment Area is hereby approved as follows:

Purchaser	Parcel	Square Feet	Total Price
Sandra Dyer	R-6	2,874	\$2,672.82

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest a contract for the sale of land and a quitclaim deed for the property described in Section 1 above.

SECTION 3. The Commissioner 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 construction of this development.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

REPEAL OF CONVEYANCE OF VARIOUS CITY-OWNED
PROPERTIES TO THE HABITAT COMPANY UNDER
SCATTERED SITE PROGRAM AND GRANT OF
AUTHORITY TO RE-ADVERTISE SAID
PROPERTIES FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services to repeal several bids for the conveyance of city property under the Special Sales Program to the Chicago Housing Authority Scattered Site Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved the conveyance of certain properties to The Habitat Company, who has been named receiver by the United States District for the Chicago Housing Authority under the Scattered Site Program for the purpose of building housing for low- and moderate-income persons on July 31, 1990, and can be found in the City Council Journal on pages 19480 -- 19486; and

WHEREAS, The Habitat Company has stated that it is no longer interested in acquiring the properties listed below; now, therefore;

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

SECTION 1. The City Council of the City of Chicago hereby repeals the conveyance to the Chicago Housing Authority, c/o The Habitat Company as receiver, 405 North Wabash Avenue, Chicago, Illinois 60605, of the properties listed on Exhibit A attached hereto.

SECTION 2. The Department of General Services, Real Property Division, is authorized to re-advertise for sale the cited parcels of vacant city-owned properties which are no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago.

SECTION 3. This ordinance shall be in effect from and after its passage and approval.

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

Exhibit "A".

Address	Perm. Index No.	R.E. No.	Size	WK.	Zone
3757 -- 3759 West Arthington Street	16-14-321-003	6789	50x200	24	B4
1400 -- 1410 South Avers Avenue	16-23-116-008	5991	49x125	24	R4
1414 South Avers Avenue	16-23-116-023	1863	25x125	24	R4
1445 South Avers Avenue	16-23-117-016	1478	25x125	24	R4
1503 South Avers Avenue	16-23-125-001	2267	50x149	24	R4
1517 South Avers Avenue	16-23-125-006	2013	37x125	24	R4
1524 -- 1526 South Avers Avenue	16-23-124-018	2103	25x125	24	R4
3221 West Flournoy Street	16-14-407-016	2409	25x125	24	R4
3223 West Flournoy Street	16-14-407-015	3389	25x124	24	R4
3225 West Flournoy Street	16-14-407-013	2410	50x124	24	R4

Address	Perm. Index No.	R.E. No.	Size	WK.	Zone
3232 West Flournoy Street	16-14-403-020	2682	25x96	24	R4
3249 West Flournoy Street	16-14-407-005	5650	25x124	24	R4
3259 West Flournoy Street	16-14-407-001	7910	27x125	24	R4
3301 West Flournoy Street	16-14-406-024	3678	24x124	24	R4
3303 West Flournoy Street	16-14-406-023	1999	25x124	24	R4
3501 -- 3503 West Flournoy Street	16-14-404-025/042	6790	73x124	24	R4
3537 West Flournoy Street	16-14-404-013	6259	25x124	24	R4
3436 -- 3438 West Grenshaw Street	16-14-423-011	2966	50x125	24	R4
3445 West Grenshaw Street	16-14-427-005	1785	25x125	24	R4
3518 -- 3520 West Grenshaw Street	16-14-422-021	5441	42x130	24	R4
3526 -- 3528 West Grenshaw Street	16-14-422-019	5456	45x125	24	R4
3543 West Grenshaw Street	16-14-426-006	3526	30x125	24	R4
1402 South Hamlin Avenue	16-23-117-021	1234	37x125	24	R4
1400 South Harding Avenue	16-23-114-006	2539	25x125	24	R4
1405 -- 1411 South Harding Avenue	16-23-115-001	5901	40x125	24	R4
1454 South Harding Avenue	16-23-114-040	6379	30x125	24	R4
1459 South Harding Avenue	16-23-115-024	6025	34x125	24	R4
706 -- 708 South Homan Avenue	16-14-405-020	5589	48x124	24	R4
3218 West Lexington Street	16-14-407-034	8126	25x124	24	R4

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Address	Perm. Index No.	R.E. No.	Size	WK.	Zone
3223 West Lexington Street	16-14-411-013	8416	25x124	24	R4
3245 West Lexington Street	16-14-411-005	2658	25x124	24	R4
3323 West Lexington Street	16-14-410-010	2467	30x124	24	R4
3347 West Lexington Street	16-14-410-002	2516	30x124	24	R4
3551 West Lexington Street	16-14-408-003	5937	25x125	24	R4
3555 West Lexington Street	16-14-408-002	5145	25x125	24	R4
1415 -- 1417 South Springfield Avenue	16-23-116-009	5759	37x125	24	R4
1445 -- 1447 South Springfield Avenue	16-23-116-019	1670	50x125	24	R4
1450 South Springfield Avenue	16-23-115-039	2177	34x125	24	R4
1501 South Springfield Avenue	16-23-124-001	5694	30x125	24	R4
1503 South Springfield Avenue	16-23-124-002	3601	35x135	24	R4
1516 South Springfield Avenue	16-23-123-023	4788	25x125	24	R4
1736 West Adams Street	17-18-213-037		25x183	27	R5
1738 West Adams Street	17-18-213-036		21x183	27	R5
1509 North Maplewood Avenue	16-01-205-026		24x126	26	R4
1737 West Monroe Street	17-18-213-009		24x183	27	R5
1741 -- 1743 West Monroe Street	17-18-213-006/007		25x183	27	R5
1642 West Warren Boulevard	17-07-430-025		30x125	27	R4
1659 West Washington Boulevard	17-07-430-001		29x125	27	R4

Address	Perm. Index No.	R.E. No.	Size	WK.	Zone
219 South Wood Street	17-18-221-001		25x125	27	R5
1256 North Artesian Avenue	16-01-228-018		25x126	26	R4

REVOCATION OF CONVEYANCE AND AUTHORIZATION FOR
RECONVEYANCE OF PROPERTY AT 641 -- 645 WEST
120TH STREET TO MR. GREGORY RUSHING
UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Buildings authorizing the transfer of property located at 641 -- 645 West 120th Street to a nominee selected by the Mayor's Blue Ribbon Committee pursuant to the C.A.P.P. 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to his unwillingness and/or inability to accept title, and that he be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 641 -- 645 West 120th Street

Previous Ordinance Date: October 2, 1991

Participant: Distressed Homeowners Consultation and Referral Service,
Inc.
11550 South Hale Avenue

Substitute Participant: Gregory Rushing
10119 South Yale Avenue

Purpose: Rehabilitation

Permanent Index Number: 25-28-110-022

Legal Description

Lots 4 and 5 in resubdivision of Lots 1 to 4 in Block 15 in West Pullman being a subdivision of the northwest quarter and the west half of the northeast quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also

Lot 5 in Block 15 in West Pullman, said West Pullman being a subdivision of the northwest quarter and the west half of the northeast quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION AND CONVEYANCE
OF PROPERTY AT 6247 -- 6259 SOUTH ELLIS
AVENUE/1000 -- 1012 EAST 63RD STREET
TO MR. ROBERT HUGHES, SR. UNDER
CHICAGO ABANDONED PROPERTY
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Buildings authorizing the transfer of property to a nominee selected by the Mayor's Blue Ribbon Committee pursuant to the C.A.P.P. at 6247 -- 6259 South Ellis Avenue/1000 -- 1012 East 63rd 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) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following said ordinance as passed:

WHEREAS, By virtue of the Constitution of the State of Illinois, Article 7, Section 6(a), the City of Chicago (hereinafter "City") is a home rule unit with the power to legislate for the protection of the public health, safety and welfare; and

WHEREAS, There is presently a building situated in the City located at 6247 -- 6259 South Ellis Avenue/1000 -- 1012 East 63rd Street (hereinafter "Property") that is vacant and open, and poses an imminent danger to the public health, safety and welfare; and

WHEREAS, The Property is currently the subject of a court case entitled *City v. Minnette Wilson, et al.*, Case No. 90M1-405809 in which the court has made a finding that the building thereon is dangerous, hazardous, unsafe and economically not feasible to repair and has entered an order authorizing the City to demolish said building; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code authorizes a municipality to petition for declarations of abandonment for properties which are improved with vacant and dangerous or unsafe buildings and are delinquent in real estate taxes or water bills, and to obtain a judicial deed for property so declared abandoned by the Circuit Court; and

WHEREAS, Pursuant to said Section 11-31-1(d) the City has created the Chicago Abandoned Property Program (hereinafter "C.A.P.P.") to offer for sale to the general public abandoned properties which qualify under the criteria established by said section; and

WHEREAS, The Property was one of the properties offered to the general public in a list of C.A.P.P. properties; and

WHEREAS, Robert Hughes, Sr. (hereinafter "Purchaser") entered his application to be awarded this Property under C.A.P.P.; and

WHEREAS, The Mayor's Blue Ribbon Committee recommended to the Mayor that the Property be awarded to Purchaser should the City succeed in having the Property declared abandoned and obtain a judicial deed; and

WHEREAS, The structure at the Property has now become imminently hazardous and the City must proceed to immediate demolition instead of proceeding under C.A.P.P.; and

WHEREAS, Demolition estimates have been submitted placing the cost of demolition of the Property at \$12,390.00 or more, which if paid out of the City's demolition fund would impose an undue financial strain on that fund; and

WHEREAS, Purchaser has offered to pay the full cost of demolition in exchange for the City's agreement to foreclose its demolition lien and to quitclaim the Property to Purchaser should the City come into title as a result of its foreclosure or otherwise; 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 Building Commissioner is authorized to accept Purchaser's offer to purchase the Property for the cost of demolition and to execute on behalf of the City an agreement for sale of said Property substantially in the form attached as Exhibit A, subject to review and approval by the Corporation Counsel.

SECTION 3. The Building Commissioner, the Purchasing Agent and the Comptroller of the City are hereby authorized to enter into a standard demolition contract with the lowest bidder for a total cost not to exceed \$12,390.00.

SECTION 4. The conveyance of the Property commonly known as 6247 -- 6259 South Ellis Avenue/1000 -- 1012 East 63rd Street, Chicago, Illinois, and legally described in Exhibit A, to Purchaser is hereby approved. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed for such Property subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Agreement For Sale.

This Agreement is made on or as of the ____ day of _____, 1992 by and between the City of Chicago, a municipal corporation (hereinafter "City") having its office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Robert Hughes, Sr. (hereinafter "Purchaser"), 7000 South South Chicago Avenue, Chicago, Illinois 60637.

Witnesseth:

Whereas, The City obtained an order of demolition dated April 22, 1991, authorizing it to demolish the premises commonly known as 6247 -- 6259 South Ellis Avenue/1000 -- 1012 East 63rd Street, Chicago, Illinois and legally described as follows (hereinafter "Property"):

Lots 19, 20, 21, 23, 24 and 25 in Block 10 in Lloyd's Resubdivision of Blocks 8, 9 and the west half of Lot 10 in Charles Busby's Subdivision of the south half of the southwest quarter of Section 14, Township 38 North, Range 14, (except 2½ acres) in Cook County, Illinois.

Property Index Number: 20-14-316-026

; and

Whereas, The structure on the Property has become imminently hazardous and the City desires to proceed expeditiously to demolish the structure; and

Whereas, Purchaser is willing to provide funds to the City to accomplish the demolition in exchange for the City's agreement to quitclaim the Property to Purchaser should the City come into title by foreclosure of a demolition lien or otherwise, or to refund the funds provided by Purchaser, with interest, if the City does not come into title; and

Whereas, The City has placed the Property out for demolition bids and the lowest responsible bidder is Demolition and Development, Ltd.;

Now, Therefore, In consideration of the promises and mutual obligations of the parties hereto, each of them covenants and agrees with the other as follows:

1. The City shall enter into a demolition contract with the lowest bidder, for a total amount not to exceed \$12,390.00 to demolish the structure.

2. Purchaser shall pay to the City the sum of \$14,390.00 payable as follows: (A) \$7,000.00 by certified or registered check payable to the City of Chicago, upon execution of this Agreement, which shall be retained by the City or repaid to Purchaser as provided below; and (B) if the City comes into title to the Property by its lien foreclosure action or in any other manner, an additional \$7,390.00 by certified or registered check payable to the City of Chicago upon the City's transfer of title to the Property by quitclaim deed to Purchaser, such sum representing the \$5,390.00 due and owing for the demolition plus Purchaser's \$2,000.00 bid for the Property.

3. Promptly upon completion of the demolition, the City shall file affidavits of costs, including attorneys' fees, and promptly petition the court to authorize a demolition lien for the costs of the demolition.

4. The City shall either pursue a foreclosure action through the pending court case entitled *City v. Minnette Wilson, et al.*, or file a foreclosure action after 30 days have passed from the entry of the order referenced in Paragraph 3 and shall diligently pursue this foreclosure action in court to obtain title to the Property through a non-cash bid at the foreclosure sale.

5. If the City obtains title to the Property through its foreclosure action or by accepting a deed in lieu of foreclosure for demolition costs or in any other manner whatsoever, the City shall grant, within 60 days of coming into title, and Purchaser shall accept, subject to the provisions of Paragraphs 6, 11 and 12, a quitclaim deed for the Property issued in the name of Purchaser. If Purchaser refuses to accept said quitclaim deed, except for reasons specifically set forth elsewhere in this Agreement, then Purchaser's deposit of \$7,000.00 will be forfeited to the City.

6. The provisions of Paragraph 5 are expressly contingent upon the City either (i) being the successful bidder at the sheriff's foreclosure sale and the court's approval of said sale, (ii) obtaining title to the Property by accepting a deed in lieu of foreclosure, or (iii) obtaining title in any other manner whatsoever. Should the City be outbid at the sheriff's sale, the City shall request that the sheriff disburse to the City from the proceeds of the sale the sum shown in the foreclosure decree as the City's demolition costs plus other costs of the demolition and foreclosure actions, including interest. The City shall reimburse Purchaser his deposit of \$7,000.00 plus interest of 4% per annum (to be calculated from the date Purchaser advances the funds to the City as provided in Paragraph 2 of this Agreement) within 10 days from the date the City receives payment from the sheriff.

7. If the City is the successful bidder at the sheriff's sale, Purchaser shall, at all times on and after the date the sheriff's sale is confirmed by order of court, maintain the Property free from junk and debris and secure it against unauthorized entry. From the date the City obtains title to the Property until such time as title vests with Purchaser, Purchaser shall hold the City harmless from any and all damage and liability claims connected with the Property. Purchaser shall indemnify and hold harmless the City from and against any losses, costs, damages and expenses arising out of and in connection with any accident on the Property causing injury to any person or property from the date that the City obtains title to the Property. All of the provisions of this Paragraph 7 shall begin from the date Purchaser receives actual notice that the City has obtained title to the Property and shall end if the City fails to deliver a quitclaim deed for the Property to Purchaser within 60 days of the date the City obtains title to the Property.

8. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever. It shall be the responsibility of Purchaser, at his sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Purchaser agrees to deliver to the City a copy of each report prepared by Purchaser regarding the soil and environmental condition of the Property. If, after the Property has been conveyed to Purchaser, the soil and environmental condition of the Property is not in all respects entirely suitable for the use or uses to which the Property shall be utilized, it shall be the sole responsibility and obligation of Purchaser to take such action as may be necessary to place the soil and environmental condition of the Property in a condition entirely suitable for the intended uses of the Property. Purchaser additionally agrees to indemnify the City from any claim relating to the soil and environmental condition of the Property, and to undertake and discharge all liabilities of the City arising from any condition which existed on the Property prior to the conveyance.

9. Purchaser warrants and represents that neither he nor his agents are acting on behalf of any owner, occupant or party who has an interest in or is responsible for the payment of any lien or any delinquent taxes on the Property prior to the signing of this Agreement. Purchaser represents that he has no interest whatsoever in the Property and further warrants and represents that no benefit shall accrue by virtue of this Agreement to any party, other than Purchaser, who has an interest in the Property prior to the conveyance to Purchaser.

10. Purchaser shall not sell, convey or assign his interest under this Agreement without the prior written approval of the City. Purchaser will be able to freely transfer his interest in the Property upon obtaining a quitclaim deed from the City.

11. The City agrees, if it comes into title as provided in Paragraph 5 of this Agreement, to undertake all appropriate actions pursuant to Ill. Rev. Stat. (1991), Ch. 120, Par. 697e, to abate any due and unpaid property taxes encumbering the Property prior to its conveyance to Purchaser. However, Purchaser agrees to take title subject to those property taxes which are not yet delinquent as of the date of conveyance, and understands that the City can not and does not guarantee the abatement of said taxes by the County. Notwithstanding the aforesaid, the City will, upon Purchaser's written request, exercise its best efforts to assist him in pursuing the abatement of property taxes against the Property attributable to the time period prior to the conveyance to Purchaser but not yet delinquent as of the date of the conveyance. Additionally, the City agrees to release any and all City liens on the Property, including but not limited to water liens. Purchaser agrees that the City is not responsible for obtaining title insurance or for clearing any title objections other than the above mentioned due and unpaid property taxes and City liens; provided, however, that, excepting those objections concerning property taxes not yet due and unpaid, or those due to or caused by Purchaser, Purchaser shall not be obligated to accept a quitclaim deed for the Property if there are other title objections or remaining liens which cannot be waived or insured by a title insurance company. If Purchaser does not accept a quitclaim deed for the specific reasons set forth above, the City shall be obligated to reimburse Purchaser his deposit of \$7,000.00 plus interest of 4% per annum (to be calculated from the date of Purchaser's advance of funds to the City) within 30 days of Purchaser's refusal to accept such deed.

12. Purchaser shall have the right to be reimbursed his deposit of \$7,000.00 plus interest of 4% per annum (to be calculated from the date of Purchaser's advance of funds to the City) on demand if the City is not able to convey a quitclaim deed to Purchaser within 18 months from the date of this Agreement. Demand shall be made by Purchaser by sending a written notice to that effect by registered mail to the Building Commissioner, Department of Buildings, 121 North LaSalle Street, Room 900, Chicago, Illinois 60602. The Building Commissioner shall have 30 days from the date of demand to convey the Property to Purchaser or to reimburse Purchaser his deposit of \$7,000.00 plus interest of 4% per annum (to be calculated from the date of Purchaser's advance of the funds to the City) to the date of demand. The date of demand shall mean the written date the demand is registered with the U.S. Post Office. Purchaser shall not be deemed to have waived his right to demand under this paragraph by failing to demand at the expiration of the 18 month term stipulated under this paragraph.

13. If at any time prior to the expiration of the 18 month period referenced in Paragraph 12, the City learns or determines that it will not be able to convey the Property to Purchaser, it shall promptly repay to Purchaser his deposit of \$7,000.00 plus interest of 4% per annum (to be calculated from the date of Purchaser's advance of funds to the City).

14. The City reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by the Building Commissioner and Purchaser has signed the same on or as of the date first written above.

City of Chicago,
a municipal corporation

Robert Hughes, Sr.,
Purchaser

By: _____
Daniel W. Weil,
Building Commissioner

By: Robert Hughes

Attested to by:

(Signed) Ella Bass
(Notary Public)

Official Seal

Ella Bass
Notary Public, State of Illinois
My commission expires August 13, 1995.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH CHICAGO TRANSIT AUTHORITY FOR PROPERTY
LOCATED AT NORTH LAKE SHORE DRIVE
AND WEST GRACE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease with the Chicago Transit Authority for property at North Lake Shore Drive and West Grace Street (Lease No. 20071), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 Lessor, and the Chicago Transit Authority, a municipal corporation, as

Lessee, for a storehouse building which is approximately 117 square feet, located on a triangular parcel of land at North Lake Shore Drive and West Grace Street, 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 attached to this ordinance
printed on page 23959 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

- Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Asset Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.
- Sixth: Any notice from Lessor to Lessee under or in regard to this lease may be served by mailing a copy to the Lessee as follows: Chicago Transit Authority, Merchandise Mart Plaza, P. O. Box 3555, Chicago, Illinois 60654.
- Seventh: It is understood and agreed that the demised premises are to be solely used by the Lessee for a supervisor's booth to monitor its bus operations in this area only and Lessor hereby grants permission to Lessee to maintain all improvements on demised premises.
- Eighth: Lessee shall not place any permanent structure or do any improvement upon said premises without prior written consent of Lessor.

- Ninth: Lessee shall provide, maintain and pay for all utilities on demised premises.
- Tenth: It is understood and agreed that this lease may be terminated by Lessor at any time before the expiration of its term by giving to Lessee sixty (60) days notice in writing.
- Eleventh: Lessee agrees to indemnify and hold City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the leased premises or injury to or death of any person arising from Lessee's use of or occupation of or operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments rendered against City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Twelfth: Lessee shall not (A) assign or convey this lease or any interest under it; (B) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (C) sublet the premises or any part thereof; (D) permit the use or occupancy of the premises or any part thereof, by any one other than Lessee and for those purposes specified in the proceeding paragraph, without in each and every case obtaining the prior written approval of the Lessor.
- Thirteenth: Lessee shall not use said premises for any commercial, profit making, fund raising or political activity.
- Fourteenth: Lessee shall comply at all times with the provisions of the municipal code in the use of said premises.
- Fifteenth: Lessee shall pay any and all leasehold or use taxes on the premises, if levied, within deadlines established by governmental taxing bodies.
- Sixteenth: All improvements made on the demised premises shall revert back to the Lessor at the term of this lease.
- Seventeenth: In the event of breach of any covenant, term, or condition contained herein by Lessee, Lessor shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessee at the address cited herein. Failure or neglect of Lessor to act upon breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be

construed as a waiver of subsequent breach by the Lessee of any kind created thereby.

Eighteenth: No member of the Department of General Services or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessee, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.

Nineteenth: Lessee shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 26.2-12 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to the City.

AUTHORIZATION FOR EXECUTION OF LICENSE
AGREEMENT WITH MUSETTE YACHT
CHARTER, INC. FOR PROPERTY
ALONG CHICAGO RIVER.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

(Continued on page 23960)

Lease Agreement To The Chicago Transit Authority.

LEASE 20071 (ILLINOIS)

This Indenture, Made this _____ day of _____
 A. D. 19 ____ Between City of Chicago, a municipal corporation
 _____ party of the first part and Chicago Transit Authority, a municipal
corporation, Merchandise Mart Plaza, P. O. Box 3555, Chicago, IL 60654 party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in Chicago _____ County of Cook _____ and State of Illinois, known and described as follows:

A storehouse building which is approximately 117 square feet located on a triangular parcel of land at North Lake Shore Drive and West Grace Street for use as a Chicago Transit Authority Supervisor's Booth.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st day of March _____ A. D. 19 92 until the _____ 29th _____ day of February _____ A. D. 19 96. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at 121 North LaSalle Street, Room 107, Chicago, Illinois 60602. as rent for said leased premises for said term the sum of one _____ Dollars (\$ 1.00 _____) payable on or before March 1st of each year during the term hereof.

SECOND.—That they have examined and know the condition of said premises; and have received the same in good order and repair, and that they will keep said premises in good repair during the term of this lease, at their own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee

see rider attached hereto and made a part hereof.

~~The party of the second part hereby irrevocably constitutes _____ attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit, and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.~~

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality, except Chicago Transit Authority, a
 as to property description and execution: municipal corporation

 Assistant Corporation Counsel

 Chairman of Chicago Transit Authority

 Asset Manager, Real Estate

 Attest by Secretary
 Approved as to form and legality:

 Commissioner of General Services

 General Attorney

(Continued from page 23958)

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a License Agreement with Musette Yacht Charter, Inc. for property along the Chicago River (License Agreement No. 20075), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 2-40-030 of the Municipal Code of Chicago places the management, control, and leasing of city-owned property along the Chicago River under the jurisdiction of the Commissioner of General Services subject to the approval of the City Council; and

WHEREAS, The Commissioner of General Services has submitted the License Agreement attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said License Agreement and the recommendation of the Commissioner of General Services; now, therefore,

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

SECTION 1. The License Agreement between the City of Chicago and Musette Yacht Charter, Inc. which is substantially in the following form, is hereby approved.

SECTION 2. The Commissioner of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

License Agreement attached to this ordinance reads as follows:

City Of Chicago License Agreement.

Chicago River Boats.

This License Agreement is made at Chicago, Illinois as of the ____ day of _____, 1992 by and between the City of Chicago, an Illinois municipal corporation (hereinafter called "City"), and Musette Yacht Charter, Inc. (hereinafter called "Licensee").

Witnesseth:

Article I.

Premises And Purposes.

Dock Area -- Chicago River.

1. In consideration of the conditions and agreement expressed herein and the faithful performance by Licensee of such conditions and agreement, the City hereby licenses to Licensee and Licensee hereby licenses from the City the right to use approximately 200 lineal feet of dock and wharf area along the South Bank of the Chicago River adjacent to and commencing approximately 25 feet west of the South Wabash Avenue Bridge.

2. Licensee shall use the premises for the sole purpose of operating charter boats under the name of Musette I and Musette II vessels.

3. It is understood that areas of the Chicago River other than the premises may be licensed to other persons during any of the periods covered by this License for the purposes of operating charter boats or for other special events.

Storage Area.

4. Licensee shall have no storage space located on dock area except for one ice cooler that will not obstruct pedestrian traffic. Location to be determined by Department of General Services.

Article II.

Term.

1. The premises shall be available to and for use by the Licensee for the period beginning on January 1, 1993 and terminating on December 31, 1995.

2. This License Agreement can be revoked by the City at anytime within the sole discretion of the Commissioner of General Services. Licensee can cancel this License Agreement at anytime by providing written notice to the City.

Article III.

License Fee.

1. In consideration of the licensing agreement, the Licensee covenants and agrees to pay to the City a License fee for the premises in the following amounts:

Chicago River -- January 1, 1993 through December 31, 1995 License Fee:

A. Dock Area:

Licensee agrees to pay to the City an annual License fee of Eleven Thousand Six Hundred and no/100 Dollars (\$11,600.00)

at the rate of Fifty-eight and no/100 Dollars (\$58.00) per lineal foot to be paid in the following manner:

- (1) 25% payable by April 1st of each year;
- (2) 25% payable on June 1st of each year;
- (3) 25% payable on August 1st of each year; and
- (4) 25% payable on October 1st of each year.

B. Gross Sales.

Licensee agrees to pay the City two and one-half percent ($2\frac{1}{2}\%$) of its gross sales to be paid in the following manner:

- (1) Twenty-five percent (25%) of the prior year's gross sales by April 1st of each year occurring during the term of this License. If Licensee was not in business the prior year, then one third ($1/3$) of anticipated gross sales will be paid upon execution of the License Agreement.
- (2) Balance on or before December 1st of each year.
- (3) On or before December 30th of each year Licensee shall furnish a separate report of gross sales certified by Licensee, to the Commissioner of General Services of the City of Chicago.

C. The City has the option of increasing License fee rates for the third (3rd) and fourth (4th) years of the License Agreement by giving Licensee sixty (60) days prior written notice.

2. The Licensee shall, with respect to business done by it in its operation, keep true, complete and accurate accounts, records, books and data, in accordance with general accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and all of the Licensee's business done upon and within the premises covered by this agreement, and of all business performed by Licensee in the operation of its charter business on Lake Michigan and on all inland rivers within the State of Illinois.

3. Gross Sales is defined to include the entire gross receipts received by Licensee of every kind and nature from sales and services made in, upon or from the premises, except the amount of all sales tax receipts and similar taxes and charges which must be accounted for by Licensee to any government or governmental agency. Notwithstanding the foregoing, Gross Sales shall not include gross receipts received by third-party contractors, sublicensees, licensees or concessionaires (collectively "Third Parties"). Gross Sales shall include any amounts paid by such Third Parties of Licensees for the privilege of rendering services or selling goods on the premises or sublicensing a portion thereof. Additionally, Licensee shall be entitled to deduct from Gross Sales amounts paid to any Third Party which renders services or sells goods which are not provided by Licensee as part of its customary and usual business.

4. At all times during the terms of this agreement and for three (3) years following the termination hereof, Licensee shall maintain at its office or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations under this agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of General Services, and the City Comptroller of the City of Chicago, or their duly authorized representatives, at a reasonable time during business hours, upon prior notice, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

5. The following are examples to illustrate the handling of Gross Sales:

- (a) Licensee allows a charity event to be held at the premises at no charge. The organization sponsoring the event receives \$20,000 from the charity event. There are no Gross Sales because there are no receipts by Licensee.
- (b) A record company pays Licensee \$5,000 for the right to hold a private party at the premises and provides its own food and beverages. Licensee receives no money from the sale of such food and beverages. Gross Sales are the \$5,000 paid by the record company for the sublicensing of the premises.
- (c) Licensee contracts with a flower concessionaire to sell flowers at the premises. Licensee pays the concessionaire \$1,000 to provide its services and Licensee receives \$3,000 from the sale of flowers. Since the sale of flowers is not part of Licensee's customary and usual business, the \$1,000 paid to the concessionaire is a cost of goods sold and may be deducted from Gross Sales. Therefore, Gross Sales are \$2,000. If flower sales proceeds were received by the concessionaire, there would be no Gross Sales, but Licensee would still be allowed to deduct from

its other Gross Sales the \$1,000 as a cost of goods sold. This example would also apply to a situation where Licensee engages a Third Party caterer to cater a special event on the premises.

- (d) Licensee engages a Third Party to provide Licensee's customary and usual liquor sales service and pays such Third Party \$5,000 for rendering that service. The \$5,000 cannot be deducted from Gross Sales as a cost of goods sold since the service provided by the Third Party was a service rendered as a part of Licensee's customary and usual business.

6. Upon execution of this License Agreement, Licensee shall make a certified check payable to "City of Chicago" and mail to:

Department of General Services
Bureau of Asset Management
510 North Peshtigo Court
Room 402
Chicago, Illinois 60610

7. Licensee further agrees to pay the City on demand any sum due for any services, supplies, personnel, accommodations, material or equipment furnished or loaned by the City.

Article IV.

Insurance And Indemnification.

1. Licensee shall use the premises so as not to endanger any person and Licensee agrees to protect, indemnify, hold harmless and defend the City from any and all liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurring in or about the premises licensed by the Licensee hereunder or exits or entrances thereto, or any liability sustained during the operation of Licensee's business, excluding that caused by or resulting from the negligence of the City and its agents, servants or employees.

2. The City assumes no responsibility for any property of the Licensee brought on or about the premises, and the City is hereby released from all liability for any loss or damage to property of Licensee sustained by reason of occupancy of the premises.

3. The Licensee will secure at its own expense, and furnish to the City prior to the commencement of the term of this license, policies of comprehensive general liability and other insurance coverage in amounts determined and directed by the Department of General Services. The required insurance coverage shall be with companies and in a form satisfactory to the City and shall be in effect during all periods specified in Article II of this license or any extension thereto. The insurance policy shall provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with the City, shall be effective if such amendment or modification or cancellation will leave the Licensee without insurance of the type and amount required during the term of the License. Moreover, all insurance policies shall specifically designate the City, its agents and employees, as additional insureds.

4. The kinds and amounts of insurance required are as follows:

A. Worker's Compensation And Occupational Disease.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this agreement, including Jones Act and U. S. Harbor Workers and Longshoremen. Employer's Liability Coverage with limits of not less than \$100,000 each accident or illness shall be included.

B. Commercial Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, independent contractor, and contractual liability coverage are to be included.

C. Automobile Liability.

When any motor vehicles are used in connection with activities to be conducted under this License Agreement, the Licensee shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage.

D. Marine Protection And Indemnity.

The Licensee shall provide Marine Protection and Indemnity Insurance in an amount of not less than \$5,000,000 which shall include the City of Chicago as an additional named insured as its interest may appear. Such insurance shall include but not be limited to liability or property damage, loss of life, bodily injury or illness of any crew or volunteer crew or third party, collision towers liability, property damage to docks, wharves, piers, buoys, bridges, cables and other fixed or movable property and loss or damage to other vessels not caused by collision.

5. The Licensee will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, 510 North Peshtigo Court, Chicago, Illinois 60611, the original Certificates of Insurance evidencing the required coverage to be in force on the date of this agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this agreement.

6. The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

7. The Licensee agrees that insurer shall waive its rights of subrogation against the City of Chicago.

8. The Licensee expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Licensee under the agreement.

9. The City of Chicago maintains the right to modify, delete, alter or change these requirements.

10. Licensee shall not occupy the premises licensed under this agreement until all required insurance is in full force and effect and submitted to the City.

11. The Licensee's obligation to the City for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss or property received, done or occurred on or about the premises licensed by the Licensee hereunder shall not be limited by or to the coverage provided in the General Liability Insurance policy required to be furnished by the Licensee to the City.

Article V.

Occupancy And Use.

1. Licensee agrees to use and occupy the premises pursuant to all rules and regulations prescribed by the City, all statutes, ordinances, rules, regulations and directions in existence during the periods covered by the license, made or issued by the federal or state governments or any department, bureau or office thereof.

2. Licensee shall not assign, transfer, mortgage, or otherwise dispose of or encumber this license or any rights thereunder without the prior written consent of the City. Any such attempt without consent of the City shall be an automatic revocation of this license and all payments received by the City shall be forfeited to the City as liquidated damages.

3. The City, its representatives and employees shall at all times have free access to the premises for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of the City's governmental functions.

4. Licensee agrees that it has examined the premises prior to the execution of this license and is satisfied with the physical condition of the premises and further agrees that the premises are in a safe condition and in good repair.

5. Licensee shall not remove, relocate, alter or modify any existing portion of the premises nor attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of General Services (hereinafter called "Commissioner") after review and comment by the Department of Planning and Development and the Department of Buildings, any flags, placards, signs, poles, wires, aerials, antennae, ladders, stairs, ramps, vending machines, ticket or concession booths, or any other structures, improvements or fixtures. In connection therewith, the Commissioner may require submission of proposed designs, construction plans, specifications and contract documents therefor for approval and incorporate all or part thereof within this agreement as attachments hereto.

6. In the event that the premises, dockwall or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God, or other causes beyond the control of the City, then this license shall terminate and the Licensee hereby waives any claim against the City for damages by reason of

such termination. The City shall not be obligated to repair or rebuild the premises, but may elect in its sole discretion to do so.

7. The Licensee, at its own expense, shall keep the premises in good repair and agrees to surrender the premises to the City at the end of the term of this license in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use.

8. The Licensee and the City agree that nothing contained in this agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties hereto or as designating the Licensee as the agent or representative of the City for any purpose whatsoever.

9. Licensee, at its own expense, shall keep the premises and surrounding area in a safe, clean and sanitary condition. At a minimum, Licensee shall ensure that any and all graffiti is promptly removed or repainted, that any and all broken glass or other hazards are promptly removed, that the premises are well-lighted after dark, and that receptacles for trash are provided and emptied as necessary. Licensee shall also ensure that safe access from the premises to vessels is provided for individuals with disabilities. If the premises and surrounding area are not maintained by the Licensee, then the City reserves the right to terminate this license, or come upon the premises and take all actions necessary to restore the premises to the condition required herein. The cost and expense of the City shall be charged to the Licensee.

10. Licensee acknowledges and agrees that this License Agreement is subject to and subordinate to any existing or future agreement of any kind between the City and any other public agency of the United States Government, State of Illinois, any county, authority, or any official, board, commission or other body politic of the State of Illinois, now or hereafter created, whether specifically mentioned herein or not, pertaining to the development, construction, operation or maintenance of the Chicago River, its adjoining dockwalls and wharf areas. The City reserves the right to further develop, improve, maintain, modify and repair the dockwalls and wharf areas, the roadways and walkways connected thereto, at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee. The City also reserves the right to move the Licensee to another location, either on a temporary basis or permanently, because of any work which may have to be done to any part of the Chicago River and adjoining dockwalls or wharf area.

Article VI.

Default Provisions.

1. Any waiver or any breach of covenants contained herein to be kept and performed by Licensee, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from proceeding under the provisions of this agreement.

2. Upon termination of the license, whether caused by lapse of time or otherwise, Licensee shall at once surrender possession of the premises. If possession is not immediately surrendered, the City may take possession of the premises and expel or remove Licensee and those claiming by, through, or under it, by force if necessary, without civil or criminal liability.

3. Upon the breach of any covenant or condition contained herein, the City shall give written notice to Licensee of said breach. Licensee agrees that it will remedy the breach within thirty (30) days. If the breach of any covenant or condition is not cured within the above time, the City reserves the right to revoke this agreement and Licensee agrees to surrender the premises. Any license fees previously received by the City shall be retained by the City as liquidated damages.

4. Licensee shall pay and discharge all costs, expenses, and attorney's fees which might be incurred by the City in enforcing the covenants of this License Agreement.

5. The remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another remedy.

6. In the event that the license is granted to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

*Article VII.**Miscellaneous.*

1. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

2. Notices to the City provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, 510 North Peshtigo Court, Chicago, Illinois 60611, and to the Asset Manager, Department of General Services, Real Estate Division, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611. Notices to Licensee provided for herein may be sent by first class mail, postage prepaid, addressed to Licensee at:

Mr. Matt Carfi
President
Musette Yacht Charter, Inc.
Route 5, Box 57
Long Grove, Illinois 60047

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

4. The unenforceability, invalidity or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

5. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety and care of the premises, and any such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

6. Licensee shall install at his own expense a two-way shore communications system on all craft operated by it, including all craft that Licensee may operate on a temporary or substitute basis.

- a. This system must be operating at all times when craft are underway, with crew or guests on board; and

- b. The pilot of each boat shall have complete knowledge of how to use the two-way communication system to the full satisfaction of the Commissioner; and
- c. No person shall be in charge of any craft who does not have complete knowledge of the operation of the communications system.

7. Licensee shall advise the Commissioner of General Services in writing of the registration numbers of each of the crafts used in its charter business prior to placing the crafts into service. This shall apply to all crafts including those operated by Licensee on a temporary or substitute basis.

8. Licensee fully understands and agrees that the City does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.

9. Licensee fully understands and agrees that by entering into this agreement it waives and releases the City from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.

Article VIII.

Special Conditions.

1. Licensee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand-operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

2. Licensee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the licensed premises unless otherwise specified in Special Conditions of this lease. City of Chicago will in no event be liable for any interruption or failure of utility services on the premises or pay for any installation of any utility.

3. Garbage Provisions:

- a. All dumpsters for Musette Yacht Charter, Inc., will be consolidated on lower Wacker Drive on wall side of stairs in order to not interfere with public pedestrian traffic coming through the wharf area.
- b. Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Licensee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
- c. The Licensee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
- d. Licensee shall provide its own scavenger service.

4. Licensee has the authority to install additional lighting. Additional lighting has to be approved by Department of General Services prior to installation.

5. During the boating season the Licensee has authority to place a business identification sign on the top of the stairs on upper Wacker Drive in accordance with all applicable City ordinances and with the approval of the Commissioner of General Services and after review and comment by the Department of Planning and Development.

Execution of this License Agreement authorized by ordinance of the City Council for the City of Chicago passed _____ (Council Journal of Proceedings, pages _____).

In Witness Whereof, The parties have set their hands and seals this ____ day of _____, 1992.

City of Chicago

Licensee

By: _____
Commissioner of the
Department of General
Services

By: _____

By: _____
Asset Manager of the City
of Chicago

By: _____
Musette Yacht Charter, Inc.

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 8511 AND 8516 -- 8542 SOUTH COMMERCIAL
AVENUE FOR DEPARTMENT OF
HUMAN SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing the renewal of a lease at 8511 and 8516 -- 8542 South Commercial Avenue for the Department of Human Services (Lease No. 11001), 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) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 lease from Steel City National Bank of Chicago Trust, Trust No. 330, dated January 3, 1966, as Lessor, for approximately 16,500 square feet of office space located at 8516 -- 8542 South Commercial Avenue and parking immediately in front of and adjacent to said premises. In addition, approximately 9,375 square feet of fenced parking lot located at 8511 South Commercial Avenue for use by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance
printed on page 23981 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Richard M. Munizzo, 302 West 31st Street, Chicago, Illinois 60616, or at such other place as the Lessor from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nine Thousand Four Hundred Fifty-four and no/100 Dollars (\$9,454.00) for the period beginning on the 1st day of September, 1992 and ending on the 31st day of August, 1993;

Nine Thousand Nine Hundred Twenty-seven and no/100 Dollars (\$9,927.00) for the period beginning on the 1st day of September, 1993 and ending on the 30th day of August, 1994;

Ten Thousand Four Hundred Twenty-three and no/100 Dollars (\$10,423.00) for the period beginning on the 1st day of September, 1994 and ending on the 30th day of August, 1995.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Richard M. Munizzo, 302 West 31st Street, Chicago, Illinois 60616.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

If not already done replace or repair following items within thirty (30) days of execution of lease:

- Repair parking lot flood light.
- Remove and/or cover graffiti from front of building.

Paint interior premises within first twenty-four (24) months of execution of lease.

Remove and/or cover graffiti from front of building if necessary on a semi-annual basis.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide central air conditioning whenever required for comfortable occupancy; maintain plants and equipment in good operable condition.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply at all times with the provisions of the Chicago Municipal Code in the repair, construction and maintenance of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Provide for parking immediately in front of and in the lot immediately south of said premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit. Each liability insurance policy shall name the City of Chicago as an additional insured, and shall provide that the policy may be cancelled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Lessor and Lessee at the addresses set forth in this lease. Lessor shall cause Lessee to receive a certificate of insurance for said insurance coverage prior to the execution of this lease. Lessor shall renew this annual insurance coverage for each year during the term of this lease, and shall cause Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to the annual renewal date.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Pay for repair of all damage after execution of lease, if damage was caused as a result of vandalism and/or negligence of Lessee's employees, clients, agents and/or invitees.

Additional clauses to be included in lease:

Notice of expanded use and permission required: Lessee shall have an affirmative duty to advise the Lessor of any additional use of purpose for which the warehouse area is used and failure to do so shall constitute a material breach of this contract. Said disclosure for additional use shall be made by the Lessee to the Lessor in writing at least thirty (30) days prior to the implementation of any additional use. The square foot rate shall be the same rate as the office rental rates of this lease. The office rental rates are as follows:

9/1/92 -- 8/31/93 at \$8.30 per square foot

9/1/93 -- 8/31/94 at \$8.72 per square foot

9/1/94 -- 8/31/95 at \$9.16 per square foot

Additional rental shall commence on date of occupation; with said monthly rental being prorated on a per diem basis if the initial changes of use do not commence on the first day of the month.

Lessor shall have the exclusive right to advertise the 3,750 square feet of warehouse area in demised premises for rent. If said area is rented, Lessor will give Lessee thirty (30) days prior written notice to vacate the demised premises. Rent will be prorated for reduction in space for the balance of the term of the lease. Lessor will submit only tenants that have a compatible use as Lessee for approval thirty (30) days prior to occupancy. Approval shall not be unreasonably withheld.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues for more than twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within twenty (20) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service to have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor with written notice by certified or registered mail at the address cited herein.

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by either the Lessor or Lessee, the breaching party shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the other at the address cited herein. Failure or neglect of either party to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by either party of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the rent is payable in part from funds made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

No member of the Department of Human Services, or other city board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 407 SOUTH DEARBORN STREET FOR DEPARTMENT
OF POLICE, PROFESSIONAL COUNSELING SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease at 407 South Dearborn Street for the Department of Police (Lease No. 12034), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 23982)

Lease Agreement For 8511 And 8516 -- 8542 South Commercial Avenue.

LEASE-Short Form Lease NO. 11001

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between Richard M. Munizzo and Anthony Thomas Munizzo, as beneficiaries under
Steel City National Bank of Chicago under Trust No. 330 dated January 3, 1966, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor's do hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 12,750 square feet of office
space and 3,750 square feet of adjacent warehouse space for the Department of Human
Services located at 8516-42 South Commercial Avenue also parking space immediately in
front of and adjacent to said premises.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September
 A. D. 19 92, and ending on the 31st day of August, A. D. 19 95. Lessee has the right to
 terminate this lease anytime with sixty (60) days prior written notice.

~~and the right to renew this lease for a further period of _____ days' written notice of its election so to do~~
~~on the same terms and rental by giving to the Lessor, in either case, _____ days' written notice of its election so to do~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
Richard M. Munizzo, 302 W. 31st St., Chicago, IL 60616 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor and Lessee Notification Provisions See Rider Attached
 Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of _____ Dollars per month,~~
Provisions See Rider Attached Hereto and Made a Part Hereof. ~~payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor's during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider

Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor's, and upon the termination of this lease shall surrender said premises to the Lessor's in as good condition as at the
 beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor's, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

Approved: _____
 Asset Manager _____
 Commissioner of General Services _____
 Commissioner of Human Services _____

Assistant Corporation Counsel

Real Estate Agent

Richard M. Munizzo

Anthony Thomas Munizzo

By _____
Steel City National Bank of Chicago under
Trust No. 330 dated January 3, 1966

(Continued from page 23980)

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 from the LURW Garland Partnership, an Illinois limited partnership, as Lessor, for approximately 2,060 square feet of office space on the 12th floor, commonly known as Suite 1280 -- 1290, located at 407 South Dearborn Street for use by the Department of Police, Professional Counseling Services, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance
printed on page 23987 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: PM Realty Group, c/o Ron Hickman, 919 North Michigan Avenue, Suite 2000, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand One Hundred Fifty-one and 80/100 Dollars (\$3,151.80) per month for the period beginning on the 1st day of March, 1992 and ending on the 28th day of February, 1993;

Three Thousand Two Hundred Fourteen and 83/100 Dollars (\$3,214.83) per month for the period beginning on the 1st day of March, 1993 and ending on the 28th day of February, 1994.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to PM Realty Group, Attention: Accounting Department, 919 North Michigan Avenue, Suite 2000, Chicago, Illinois 60611.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Clean carpeting within thirty (30) days from execution of lease.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance for said insurance prior to lease execution, and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the

expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Provide and pay for twenty-four hour elevator service and maintain same.

Provide and pay for nightly custodial services five (5) days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Lessee under this lease shall:

Pay for electricity as metered including electricity for central air conditioning.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues for more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor with written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessor of any right created thereby.

No member of the Department of Police, Professional Counseling Services or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation,

partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 4014 WEST FULLERTON AVENUE FOR
DEPARTMENT OF STREETS AND
SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease at 4014 West Fullerton Avenue for the Department of Streets and Sanitation (Lease No. 13022), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 23988)

*Lease Agreement For
407 South Dearborn Street.*

LEASE-Short Form Lease No. 12034 Form U. O. No. 10

This Agreement, Made this _____ day of _____

A. D. 19 _____, between LURW Garland Partnership, An Illinois Limited Partnership _____, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,060 square feet of office space on the twelfth floor, commonly known as Suite 1280-90 located at 407 South Dearborn for use by the Department of Police, Professional Counseling Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1992, and ending on the 28th day of February, A. D. 1994. Lessee has the right to terminate this lease Upon sixty (60) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at P M Realty Group c/o Ron Hickman, 919 North Michigan, Suite 2000, Chicago, IL 60611. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto And Made A Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:

Asset Manager,

Assistant Corporation Counsel

Real Estate Agent

By:

LURW Garland Partnership, An Illinois Limited Partnership

By:

Commissioner of General Services

Approved:

Superintendent, Department of Police

(Continued from page 23986)

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 49.

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 lease from John N. Rentas and Kathryn Thanas Rentas as beneficiaries of the Mid-City National Bank of Chicago Trust, Trust No. 2003, Dated June 3, 1987, as Lessors, for approximately 131,158 square feet of vacant land and approximately 1,391 square feet of office space located at 4014 West Fullerton Avenue for use by the Department of Streets and Sanitation, as Lessee, such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed
on page 23994 of this Journal].

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Real Estate, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: John N. Rentas and Kathryn Thanas Rentas, 1040 Lake Shore Drive, Chicago, Illinois 60607.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Eight Thousand and no/100 Dollars (\$8,000.00) per month for the period beginning on the first day of August, 1992 and ending on the 31st day of July, 1997.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to John N. Rentas and/or Kathryn Thanas Rentas, 1040 Lake Shore Drive, Chicago, Illinois 60607.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide the following prior to execution of lease:

Office Buildings:

- Install new thermo pane windows.
- Paint all railings.
- Install insulation under floor of building.
- Install new storm door.
- Replace sub-flooring and floor and install commercial grade armstrong tile where necessary.
- Repair damaged siding on building where necessary.

Provide for heat, maintain plant and equipment in good operable condition. Pay for heat up to first Two Thousand One Hundred and no/100 Dollars (\$2,100.00) in each year of lease.

Provide for hot and domestic water, maintain plumbing and equipment in good operable condition.

Provide for central air conditioning, maintain plant and equipment in good operable condition.

Provide and pay for prompt removal of snow from sidewalks which immediately abut said demised premises.

Provide and pay for exterminator service when necessary.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limited with the City of Chicago to receive a certificate and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be

cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises including electricity for air conditioning.

Not construct any building or structures on said premises without prior written consent from Lessor.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's direct use and occupancy of any operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause of which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Use the demised premises solely for the parking of City of Chicago trucks, and other simliar vehicles belonging to or used by the Lessee in operation of any incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees,

tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Not (A) assign or convey this lease or any interest under it, (B) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part thereof, (D) permit the use or occupancy of the premises or any part thereof by anyone other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Additional clauses to be included in lease:

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

In case said premises and/or any portion thereof shall be rendered untenable by fire or other casualty during said term, Lessor may commence rebuilding said premises within thirty (30) days of said fire or casualty and shall complete such repairs within one hundred eighty (180) days of said fire or casualty. If rebuilding shall not commence within thirty (30) days of the fire or other casualty, or if said premises shall not be completely repaired within said one hundred eighty (180) day period, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated. In the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall commence rebuilding within the above cited thirty (30) days, Lessee shall be excused from payment of rent for that portion of the premises rendered untenable for the period of such rebuilding.

The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues for more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs, or supply the maintenance or service or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor with written notice by certified or registered mail at the address cited herein.

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

No member of the Department of Streets and Sanitation, or other City board, commission or agency, official or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to the City.

Lease Agreement For 4014 West Fullerton Avenue.

LEASE--Short Form Lease No. 13022

Form C O No. 10

City of Chicago

This Agreement,

Made this..... day of.....
 A. D. 19....., between John N. Rentas and Kathryn Thanas Rentas as beneficiaries under The Mid-City National Bank of Chicago Trust, Trust No. 2003, dated June 3, 1987, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 131,158 square feet of vacant land and approximately 1,391 square feet of office space located at 4014 West Fullerton Avenue for use by the Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1992, and ending on the 31st day of July A. D. 19 97. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at anytime after the thirty-six (36) months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at John N. Rentas & Kathryn Thanas Rentas, 1040 N. Lake Shore Drive, Chicago, IL 60607 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessors.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessors... own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor's in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Assistant Corporation Counsel.

 Real Estate Agent.
 Asset Manager,

By: _____
 Commissioner, Department of Streets and Sanitation

By: _____
 Commissioner of General Services

By: _____
 John N. Rentas & Kathryn Thanas Rentas, as beneficiaries under The Mid-City National Bank of Chicago Trust, Trust No. 2003, dated June 3, 1987.

By: _____
 John N. Rentas

By: _____
 Kathryn Thanas Rentas

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED CONVEYANCE
OF PROPERTY TO QUINCY HOMES LIMITED PARTNERSHIP
UNDER NEW HOMES FOR CHICAGO PROGRAM BY
INCLUSION OF PROPERTY AT 4905 -- 4907
WEST QUINCY STREET.

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, November 24, 1992.

To the President and Members of the City Council:

Your Joint Committee on Finance/Housing and Real Estate, having had under consideration an ordinance authorizing the conveyance of the property located at 4905 -- 4907 West Quincy Street to the Quincy Homes Limited Partnership pursuant to the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,

*Committee on Finance,
Chairman.*

(Signed) LUIS V. GUTIERREZ,
*Committee on Housing
and Real Estate,*

Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council by Ordinance adopted November 14, 1991 (Council Journal of Proceedings, pages 24565 -- 24569) approved the selection of Quincy Homes Limited Partnership, an Illinois limited partnership ("Developer"), as a developer under the New Homes for Chicago Program; and

WHEREAS, The City acquired by Sheriff's Deed dated October 5, 1992 that certain property commonly known as 4905 -- 4907 West Quincy Street ("Property") and legally described below; and

WHEREAS, The City desires to amend the ordinance to provide for the conveyance by the City to Developer of the Property as a City Lot and for its subsequent redevelopment of the Property by Developer pursuant to the terms of the redevelopment agreement between the parties and the New Homes for Chicago Program; and

WHEREAS, The Department of Housing recommends passage of this amendment; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. The Ordinance passed by the City Council on November 14, 1991 (Council Journal of Proceedings, pages 24565 -- 24569) shall be

amended by adding the following parcel as a "City Lot" to Exhibit A of said Ordinance:

City Lots.

Parcel: 4905 -- 4907 West Quincy Street

P.I.N.: 16-16-211-005-0000

Lot 5 and Lot 4 (except the east 10 feet) in Snow and Hill's Subdivision of Lot 26 in School Trustees' Subdivision of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 3. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION TO ENTER INTO AMENDMENT TO
CHICAGO-ORLEANS REDEVELOPMENT
AGREEMENT WITH LASALLE
STREET CHURCH.

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, November 24, 1992.

To the President and Members of the City Council:

Your Joint Committee on Finance/Housing and Real Estate, having had under consideration an ordinance amending a Redevelopment Agreement with the LaSalle Street Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) LUIS V. GUTIERREZ,
Committee on Housing
and Real Estate,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") and the LaSalle Street Church (the "Church") entered into a Contract for the Sale of Land and Redevelopment in June 1985 (the "Redevelopment Agreement") concerning the property generally bounded by West Elm Street and the 165 West Elm residence on the north, by the Sexton School on the south, by a public alley on the east, and by North Wells Street on the west; and

WHEREAS, The Community Development Commission of the City of Chicago (the "Commission") by Resolution No. 92-CDC-28, adopted on October 13, 1982, approved the Authorization To Enter Into An Amendment To The Redevelopment Agreement With LaSalle Street Church which is attached hereto and incorporated herein; and

WHEREAS, The City has received said Authorization and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. The Authorization To Enter Into An Amendment To The Redevelopment Agreement With LaSalle Street Church is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Resolution Number 92-CDC-28 attached to this ordinance reads as follows:

Resolution

No. 92-CDC-28

*Authorization To Enter Into An
Amendment To The Redevelopment
Agreement For LaSalle Street Church.*

Whereas, The City of Chicago (the "City") and LaSalle Street Church ("Church") entered into a Contract for the Sale of Land and Redevelopment in June, 1985 (the "Redevelopment Agreement") concerning the property generally bounded by West Elm Street and the 165 West Elm Street residence on the north, by the Sexton School on the south, by a public alley on the east and by North Wells Street on the west (the "Property"); and

Whereas, The Redevelopment Agreement provided, among other things, (i) that the City would sell Urban Renewal parcels I-5 and I-6 (collectively the "Urban Renewal Parcels") to the church for an aggregate purchase price of \$132,579.50, and (ii) that the church would redevelop the Property as a community center with off-street parking on or before August, 1990, all as more fully set forth in the Redevelopment Agreement; and

Whereas, The sale price of the Urban Renewal Parcels was based on a "re-use value" as a community center with off-street parking; and

Whereas, The City conveyed the Urban Renewal Parcels to the Church on or around August, 1988; and

Whereas, The Church failed to redevelop the Property as provided in the Redevelopment Agreement; and

Whereas, The Church has requested that the City permit it to redevelop the Property for mixed residential/institutional uses as more fully set forth in the Amendment dated July, 1992 to Residential Planned Development No. 136; and

Whereas, The City shall agree to such change in the use of the Property provided that the Church pay an additional purchase price for the Urban Renewal parcels consistent with such change in use; and

Whereas, The Redevelopment Agreement shall be amended to provide (i) that the aggregate purchase price of the Urban Renewal Parcels be increased to \$248,259.50; (ii) that the Church pay the City an additional \$115,680, which represents the difference between the increased purchase price of \$248,259.50 and the original purchase price of \$132,579.50; (iii) that the additional purchase price be paid by the Church to the City on the earlier to occur of (a) the closing of the permanent financing for the property or (b) eighteen months from the date of City Council approval of Amendment No. 8 to the Chicago-Orleans Redevelopment Plan; (iv) that the redevelopment of the Property shall be consistent with Amendment No. 8 to the Chicago-Orleans Redevelopment Plan; and (v) such other modifications to the Redevelopment Agreement deemed necessary or appropriate by the Department of Planning and Development and the Department of Law; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The Law Department is hereby authorized to prepare an amendment to the Redevelopment Agreement incorporating the terms and conditions set forth in the above "Whereas" clauses.

Section 2. A certified copy of this resolution shall be delivered to the City Council of the City of Chicago ("City Council"). The Commission hereby recommends to the City Council that it approve the amendment to the Redevelopment Agreement contemplated by this resolution.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Aldermen Dixon, Burke, Streeter, Rugai, Hendon and Wojcik. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN MAZOLA (1st Ward):

**CONGRATULATIONS EXTENDED TO MR. EDWARD J. GROSS
ON HIS EIGHTIETH BIRTHDAY.**

WHEREAS, Edward J. Gross, a lifelong Chicagoan and an outstanding public servant and friend, celebrates his eightieth birthday December 11, 1992; and

WHEREAS, Born December 11, 1912, Edward J. Gross attended Saint Philomena Grammar School, Carl Schurz High School and, as it was then called, Loop College. For some thirty-two years thereafter, he was employed

by the City of Chicago in the Water and Zoning Departments, and retired July 1, 1983; and

WHEREAS, Edward J. Gross celebrates this great occasion with his family, including six children and five grandchildren, 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 twenty-fourth day of November, 1992, A.D., do hereby offer our heartiest congratulations to Edward J. Gross on his eightieth birthday, and extend to this fine citizen our best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Edward J. Gross.

Presented By

ALDERMAN DIXON (8th Ward):

**GRATITUDE EXTENDED TO REVEREND GEORGE M. BUTLER,
PASTOR OF HAVEN OF REST MISSIONARY BAPTIST
CHURCH, FOR MANY YEARS OF
SERVICE IN MINISTRY.**

WHEREAS, Reverend George M. Butler, outstanding speaker, educator and pastor of the Haven of Rest Missionary Baptist Church on Chicago's great south side, has emerged as one of our great City's most respected and honored citizens; and

WHEREAS, In his continuing respect for and pursuit of learning, Reverend George M. Butler is a graduate of the National College of Education, Chicago State University, and holds a master's degree from Governor State University in addition to having attended the Theological Seminary and Moody Bible Institute; and

WHEREAS, In addition to his many duties as spiritual guide and friend to his flock, Reverend George M. Butler is a teacher in the Chicago Public School System and is widely known for his civic, social, political and racial concerns; and

WHEREAS, Reverend George M. Butler has been the recipient of numerous awards and certificates of service and commendation. Among the

many organizations which have so honored him are the NAACP, the National Baptist Convention of the Bethlehem District Association, and Operation PUSH; and

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

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby offer our gratitude to Reverend George M. Butler for his continuing contributions to his congregation, community, and to the young persons in his charge and we extend to him our very best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend George M. Butler.

*CONGRATULATIONS EXTENDED TO CHIEF
SHERWOOD SIDNEY WILLIAMS ON HIS
RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.*

WHEREAS, Chicago Police Chief Sherwood Sidney Williams is retiring after over thirty-five years of outstanding public service. He was originally appointed to the Chicago Police Department July 1, 1957; and

WHEREAS, A native of Memphis, Tennessee, who came to Chicago at an early age, Chief Sherwood S. Williams was educated in the Chicago Public School System and, while a student at Wilson Jr. College, was drafted in the United States Army, where he served with distinction in the 45th Infantry Division in Korea; and

WHEREAS, During his long and distinguished tenure with the Chicago Police Department, Chief Sherwood S. Williams has worked his way up through every stratum and facet of law enforcement. He began as a tactical officer, a vice control officer, then a detective. In 1970 he was promoted to sergeant; in April, 1976, he became a lieutenant; in 1985 he was elevated to the position of captain and served as a watch commander. In May, 1987, he attained the rank of Commander of the 7th District, where he commanded over three hundred officers and dealt with the neighborhood's narcotic and gang problems. In January, 1988, he reached the position of Deputy Chief of the Special Functions Group; and in February, 1991, he was appointed to the newly created position of Chief of the formidable Special Functions Division, which is manned by over one thousand one hundred fifty police officers and

consists of very important units, including the Gang Crime Section, the Public Transportation Section, the Public Housing Section and the Airport Law Enforcement Section; and

WHEREAS, For well over three decades, Chief Sherwood S. Williams has represented the highest standard of public service and has played a key role in the promotion of public safety and welfare. His career has been a model for others to follow; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby offer our gratitude and our congratulations to Chicago Police Chief Sherwood Sidney Williams as he retires from a dedicated and distinguished career as a true example of "Chicago's Finest", 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 Chicago Police Chief Sherwood S. Williams.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. CAROLINA "LINA" AMELLA.

WHEREAS, Carolina "Lina" Amella passed away on Sunday, November 1, 1992, at the age of sixty-two; and

WHEREAS, Carolina Amella was born in Italy and came to Chicago where she was a longtime resident of the 11th Ward Bridgeport community; and

WHEREAS, Carolina Amella, as proprietor of Lina's Pizza at 31st and Morgan, was a prominent contributor to the business community of the 11th Ward; and

WHEREAS, Carolina Amella, beloved wife of Joseph; and

WHEREAS, Carolina Amella, devoted mother of Carmen (Dawn), Nino, Robert and Mary Josephine; and

WHEREAS, Carolina Amella, loving daughter-in-law of Carmelo and Marianna Amella; and

WHEREAS, Carolina Amella, dear sister of Anna Scozzari; and

WHEREAS, Carolina Amella, fond aunt of many nieces and nephews; and

WHEREAS, Carolina Amella, member of Santa Lucia Catholic Women's Club; and

WHEREAS, Carolina Amella will be greatly missed by the many family members and friends whose lives she touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-fourth day of November in 1992, do hereby mourn the death of Carolina "Lina" Amella, and may we also extend our deepest sympathy to her many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Carolina "Lina" Amella.

TRIBUTE TO LATE MR. ARTHUR "ART" J. BARRETT, SR.

WHEREAS, Arthur "Art" J. Barrett, Sr. passed away on Saturday, November 7, 1992, at the age of seventy-six; and

WHEREAS, Arthur J. Barrett, Sr., a lifelong resident of the 11th Ward Bridgeport community; and

WHEREAS, Arthur J. Barrett, Sr. was a faithful employee of the City of Chicago for many years within the Chicago Park District, working first at Donovan Park and then at Washington Park; and

WHEREAS, Arthur J. Barrett, Sr., a dedicated, longtime associate of the 11th Ward Democratic organization; and

WHEREAS, Arthur J. Barrett, Sr., proprietor of "The Shack" on 31st and Morgan within the 11th Ward; and

WHEREAS, Arthur J. Barrett, Sr., proud veteran of World War II; and

WHEREAS, Arthur J. Barrett, Sr., beloved husband of Ann (nee Galeckas); and

WHEREAS, Arthur J. Barrett, Sr., devoted father of Arthur, Jr. (Maureen), Patrick (Gloria), Sheryl (Eugene) Strasser and Kathy (Phil) Domzalski; and

WHEREAS, Arthur J. Barrett, Sr., loving brother of Myrtle May, James Barrett, Bernice Kennedy, LaVern Callan, and the late Frank and Edward Barrett and Lorie Egan; and

WHEREAS, Arthur J. Barrett, Sr., adored grandfather of eight grandchildren; and

WHEREAS, Arthur J. Barrett, Sr., fond great-grandfather of seven great-grandchildren; and

WHEREAS, Arthur J. Barrett, Sr., dear uncle of many nieces and nephews; and

WHEREAS, Arthur J. Barrett, Sr. will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-fourth day of November in 1992, do hereby mourn the death of Arthur "Art" J. Barrett, Sr., and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Arthur "Art" J. Barrett, Sr..

**CONGRATULATIONS EXTENDED TO DARIUS-GIRENAS AMERICAN
LEGION POST NUMBER 271 ON ITS SIXTIETH
ANNIVERSARY.**

WHEREAS, Darius-Girenas American Legion Post Number 271, Department of Illinois, is celebrating its sixtieth anniversary this year; and

WHEREAS, Darius-Girenas Post Number 271 is dedicated to serving the veterans of all wars and their families; and

WHEREAS, Darius-Girenas Post Number 271 is named after two heroic Chicago Lithuanians, Captain Stephen Darius and Lieutenant Stanley Girenas, who attempted to fly from the United States to Lithuania in 1933

only to have their single-engine plane crash in the forests of Germany, four hundred miles from their goal; and

WHEREAS, A monument in the shape of half of a broken airplane wing stands in Marquette Park in memorial to their historic journey; and

WHEREAS, A street in the heart of the 11th Ward's Bridgeport community is named Lituanica, after the name of Darius and Girenas' airplane, as further tribute to the memory of their tragic and inspiring flight; and

WHEREAS, The members of Darius-Girenas Post Number 271 pride themselves on their Lithuanian heritage, perpetuating the bravery and vision of the Post's two namesakes; and

WHEREAS, The members of Darius-Girenas are many and should be admired for their organization's contributions to the community which span more than half of a century; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-fourth day of November, 1992, do hereby recognize and congratulate the members of Darius-Girenas American Legion Post Number 271, Department of Illinois, upon the occasion of its sixtieth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to representatives of Darius-Girenas Post Number 271.

Presented By

**ALDERMAN HUELS (11th Ward),
ALDERMAN BURKE (14th Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

**CONGRATULATIONS EXTENDED TO THE HONORABLE
NICHOLAS J. MELAS ON HIS RETIREMENT FROM
METROPOLITAN WATER RECLAMATION
DISTRICT.**

WHEREAS, After thirty years of outstanding and dedicated public service, The Honorable Nicholas J. Melas will retire from the Metropolitan Water Reclamation District in December of 1992; and

WHEREAS, The Metropolitan Water Reclamation District is the third largest taxing body in the State of Illinois incorporating the City of Chicago and one hundred twenty-four suburbs; and

WHEREAS, Nicholas J. Melas was first elected a trustee to the Metropolitan Water Reclamation District, then called the Sanitary District, in 1962, and assumed the duties of president in 1975, continuing to serve in that capacity for the next seventeen years; and

WHEREAS, As president of the District, Nicholas J. Melas spearheaded the growth of the District into a modern, well-respected agency with a worldwide reputation for its treatment technology; and

WHEREAS, Throughout his three-decade long association with the District, it has efficiently executed its responsibilities for flood control, sewage treatment and clean waterways; and

WHEREAS, Nicholas J. Melas was one of the primary forces behind the major engineering projects undertaken by the District such as the Deep Tunnel Project and the River Edge Renaissance Plan; and

WHEREAS, During his tenure, Nicholas J. Melas won the admiration and respect of sister agencies and environmental groups due in part to his dedication to beautifying the waterways and making them more accessible to the public; and

WHEREAS, Nicholas J. Melas' leadership was instrumental in developing the Centennial Trail in conjunction with the Illinois and Michigan Canal National Heritage Corridor; and

WHEREAS, Nicholas J. Melas will be the first recipient of the Canal Corridor Association's "Canal Boat Captain's Award" in honor of his contributions to the quality of life for residents of the City of Chicago; and

WHEREAS, Nicholas J. Melas' commitment, dedication, vision and energy will be sorely missed by his many friends and colleagues at the Metropolitan Water Reclamation District and throughout state and local government; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-fourth day of November in 1992, do hereby extend our sincerest gratitude to The Honorable Nicholas J. Melas for his many years of extraordinary service and dedication to metropolitan Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Honorable Nicholas J. Melas.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. DOROTHY BUSH.

WHEREAS, Almighty God in his infinite wisdom has called Dorothy Bush, the mother of President George Bush, to her eternal reward at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Bush was a woman of intelligence and character who loved life and lived it to the fullest; and

WHEREAS, Mrs. Bush was a devoted wife to her husband, the late Senator Prescott Bush, and a loving mother to her children, whom she raised with "generous measures of both love and discipline" and to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Bush, a woman of compassion, throughout her life gave freely of her time and energy to others, touching the lives of countless people in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Dorothy Bush for her long and fruitful life, and do hereby extend our most sincere condolences to President Bush and all the members of the Bush family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to President Bush.

TRIBUTE TO LATE MR. SAMUEL J. COCO.

WHEREAS, Almighty God in his infinite wisdom has called Samuel J. Coco to his eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the Beverly neighborhood, Mr. Coco founded his Chicago practice after graduating from Chicago Kent Law School in the early 1930s; and

WHEREAS, In addition to his legal practice, Mr. Coco was an insurance and real estate broker on Chicago's south side and was a founding member of the Justinian Society of Lawyers; and

WHEREAS, Mr. Coco was a devoted husband to his wife, Grace; and father to his daughters, Gloria Coco, an associate judge of the Circuit Court, Diane Hill, and Veronica Furman; and

WHEREAS, To his family, many friends and colleagues, Mr. Coco will be remembered as a dignified and compassionate man whose dedication and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Samuel J. Coco for his many lifetime contributions 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 Samuel J. Coco.

TRIBUTE TO LATE MRS. PROVIDENCE "NANCY" DOMICO.

WHEREAS, Almighty God in his infinite wisdom has called Providence "Nancy" Domico to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Domico was the beloved wife of Cook County Commissioner Marco Domico, devoted mother of Paul and Anthony Domico, and loving grandmother and great-grandmother to her many grandchildren and great-grandchildren; and

WHEREAS, Mrs. Domico passed on to her children, grandchildren and great-grandchildren many of the fine qualities she possessed in abundance and, because of her strong and gentle guidance, Mrs. Domico's children are all leading successful lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Providence "Nancy" Domico for her many lifetime contributions 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 Providence "Nancy" Domico.

*TRIBUTE TO LATE CHICAGO POLICE SERGEANT
THOMAS M. DOWNES.*

WHEREAS, Almighty God in his infinite wisdom has called Thomas M. Downes to his eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A former sergeant with the Chicago Police Department, Mr. Downes retired in 1991 after nearly four decades of service as a Chicago policeman; and

WHEREAS, Joining the Police Department in his early twenties, Sergeant Downes was first assigned to the Woodlawn station, now Grand Crossing, and, in 1972, was promoted to sergeant and assigned to the mass transit detail; and

WHEREAS, To his family, many friends and colleagues, Sergeant Downes will be remembered for his many years of service to the Chicago Police Department and the kindness and compassion he bestowed on all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Thomas M. Downes for his many lifetime contributions 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 Thomas M. Downes.

TRIBUTE TO LATE MR. GEORGE F. GETZ, JR.

WHEREAS, Almighty God in his infinite wisdom has called George F. Getz, Jr. to his eternal reward at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime Chicago-area industrialist, philanthropist and civic leader, Mr. Getz was associated with the Globe Corp. for sixty-five years and served as the company's chairman; and

WHEREAS, A director of the Chicago Cubs from 1939 to 1970 and former director of numerous other corporations including the Mid-American National Bank of Chicago, Upper Avenue National Bank of Chicago and Santa Fe Industries, Mr. Getz was renown for his public philanthropy including the creation of the Hall of Flame in Scottsdale, Arizona, a public museum housing the world's largest collection of fire fighting equipment and memorabilia; and

WHEREAS, In 1934 the Getz family donated more than four hundred animals that started the Brookfield Zoo; and

WHEREAS, To his family, many friends and colleagues, Mr. Getz will be remembered as a dignified and compassionate man whose dedication and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate George F. Getz, Jr. for his many lifetime contributions and do hereby extend our sincere condolences to his family including his wife, Ruth; his son, Bert; and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George F. Getz, Jr..

*TRIBUTE TO LATE RETIRED CHICAGO FIRE DEPARTMENT
LIEUTENANT CHARLES M. KAMIN, SR.*

WHEREAS, Almighty God in his infinite wisdom has called Charles M. Kamin, Sr. to his eternal reward at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A retired lieutenant in the Chicago Fire Department, Mr. Kamin was a hero in the Our Lady of Angels school fire which occurred on December 1, 1958 on Chicago's northwest side; and

WHEREAS, A dedicated and courageous member of the Chicago Fire Department, Lieutenant Kamin retired in 1977 after thirty years of service; and

WHEREAS, To his family, many friends and colleagues, Lieutenant Kamin will be remembered as a dignified and compassionate man whose dedication and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Charles M. Kamin, Sr. for his many lifetime contributions 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 M. Kamin, Sr..

TRIBUTE TO LATE MR. PETER LEMPERIS.

WHEREAS, Almighty God in his infinite wisdom has called Peter Lemperis to his eternal reward at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of West Rogers Park, Mr. Lemperis owned Palace Grill, a nineteen-stool diner located on Chicago's west side, where a potpourri of customers, including police officers, politicians and Blackhawk players, rubbed elbows for breakfast and lunch; and

WHEREAS, The prototypical diner, the Palace Grill was founded by the Lemperis family at the end of World War II; and

WHEREAS, Mr. Lemperis bought the Palace Grill from a cousin in 1979 and operated it with his son George and "Uncle Mike" until his death; and

WHEREAS, Known for his irreverent humor and jokes while working the register, Mr. Lemperis will be remembered as a hard-working and fun-loving Chicago businessman; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Peter Lemperis for his many lifetime contributions and do hereby extend our sincere condolences to his family including his wife, Rosalie; his sons, George and Dean; his daughters, Lynn and Bonnie; his brother, Nicholas; and two grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Peter Lemperis.

TRIBUTE TO LATE MR. MICHAEL J. MANKOWSKI, SR.

WHEREAS, Almighty God in his infinite wisdom has called Michael J. Mankowski, Sr., to his eternal reward at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Gage Park neighborhood, Mr. Mankowski served as the executive director of the Chicago Retail Druggist Association from 1965 until his retirement in the early 1980s; and

WHEREAS, Before joining the Retail Druggist Association, Mr. Mankowski owned and operated Mankowski Drugs, a business started by his father in 1910; and

WHEREAS, Active in numerous pharmacists associations, Mr. Mankowski also was a 4th Degree Sacred Knight of Columbus, belonged to the Chicago Police American Legion Post 207 and was a member of the Saint Gall Holy Name Society; and

WHEREAS, To his family, many friends and colleagues, Mr. Mankowski will be remembered as a dignified and compassionate man whose dedication and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Michael J. Mankowski, Sr., for his many lifetime

contributions 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 Michael J. Mankowski, Sr..

TRIBUTE TO LATE MR. EUGENE P. MEEGAN.

WHEREAS, Almighty God in his infinite wisdom has called Eugene P. Meegan to his eternal reward at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Past president of the Illinois Trial Lawyers Association, Mr. Meegan was a Chicago lawyer for sixty-one years and was renown for winning several cases before the Illinois Supreme Court including a case that established the legal right of an unborn child to sue for injury; and

WHEREAS, A longtime resident of the southwest side Ashburn neighborhood, Mr. Meegan was one of four prominent Chicago brothers who chose different professions: Joseph Meegan, co-founder and longtime director of the Back of the Yards Neighborhood Council; the late Monsignor Peter Meegan, founding pastor of Santa Maria del Popolo Parish in Mundelein; and the late John Meegan, superintendent of the Chicago Parental School and principal of several Chicago public high schools; and

WHEREAS, A graduate of DeLaSalle Institute, DePaul University and DePaul University Law School, Mr. Meegan served for twenty-five years as legislative chairman of the Civil Service Protective Association, lobbying and writing legislation for the benefit of civil service employees; and

WHEREAS, In addition to his significant legal practice, Mr. Meegan was an officer with the Marine Navigation and Training Reserve Association, a past commander of the Coast Guard Auxiliary and a licensed operator with Great Lakes Commercial Vessels; and

WHEREAS, A charter member of the Celtic Board of the Legal Society and the Catholic Lawyers Guild, Mr. Meegan was honored by these organizations for his dedicated service to the Chicago legal community; and

WHEREAS, To his family, many friends and colleagues, Mr. Meegan will be remembered as a talented lawyer and a dignified and compassionate man whose dedication and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Eugene P. Meegan for his decades of public service and contributions to the Chicago legal community 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 Eugene P. Meegan.

TRIBUTE TO LATE MR. JOHN T. "JOHNNY O" OSTROWSKI.

WHEREAS, Almighty God in his infinite wisdom has called John T. "Johnny O" Ostrowski to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Archer Heights neighborhood for forty-three years, Mr. Ostrowski was one of the few native Chicagoans to play baseball for Chicago's baseball teams; and

WHEREAS, Beginning his baseball career in 1938, Mr. Ostrowski played baseball for numerous professional teams including the Chicago Cubs, Chicago White Sox, Los Angeles Angels, Boston Red Sox and the Washington Senators; and

WHEREAS, A player who always excited the country's baseball fans with his powerful hitting ability, Mr. Ostrowski was a star third baseman in the old Pacific Coast League and the league's most valuable player while playing with the Los Angeles Angels; and

WHEREAS, After retiring from baseball in 1950, Mr. Ostrowski worked as a truck driver until 1980; and

WHEREAS, Mr. Ostrowski was the beloved husband of his wife, Ruth; devoted father to his son, Robert; and loving grandfather to his three grandchildren; and

WHEREAS, To his family, many friends and colleagues, Mr. Ostrowski will be remembered for his many kindnesses and as a great Chicago baseball legend; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate John T. "Johnny O" Ostrowski for his many lifetime contributions 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 T. Ostrowski.

TRIBUTE TO LATE REVEREND JOSEPH A. SENKE.

WHEREAS, Almighty God in his infinite wisdom has called the Reverend Joseph A. Senke to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born in Chicago, Father Senke graduated from Augustinian Academy in New York and Villanova University in Villanova, Pennsylvania, and was ordained to the priesthood in 1939 in Rome, where he also did graduate work at Gregorian University; and

WHEREAS, Until his retirement in 1977, Father Senke fulfilled many assignments with the Augustinian Order, including teaching at Saint Rita High School, and serving as an assistant pastor at the Saint Rita Parish; and

WHEREAS, Throughout his career, Father Senke used his considerable talents to instill faith in and inspire his parishioners and students, whose lives were truly enriched through his efforts; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Father Joseph A. Senke for his many lifetime contributions and dedicated service to the Catholic Church and do hereby extend our sincere condolences to his family and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Father Joseph A. Senke.

TRIBUTE TO LATE MR. JERROLD WEXLER.

WHEREAS, Almighty God in his infinite wisdom has called Jerrold Wexler to his eternal reward at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A Chicago real estate mogul who helped shape Chicago's skyline, Mr. Wexler, together with his partner Edward Ross, built Jupiter Industries, an international real estate conglomerate, into a multi-billion dollar business; and

WHEREAS, A graduate of Francis Parker School and Northwestern University, Mr. Wexler was known for venturing into areas where other developers feared to tread such as developing the area on Chicago's north side, east of Michigan Avenue; and

WHEREAS, Renown for his creative, innovative and novel ideas, Mr. Wexler devoted substantial time and energy to the development of Chicago's real estate including the renovation of the Drake Hotel, the old Playboy building, the Executive House, the Knickerbocker and the Ambassador West Hotel and the condominium conversion of Lake Point Tower; and

WHEREAS, To his family, many friends and colleagues, Mr. Wexler will be remembered as a dignified and compassionate man whose energy, dedication, commitment and kindness were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Jerrold Wexler for his many lifetime contributions and do hereby extend our sincere condolences to his family including his wife, Susan; his daughters, Tonya, Susan Piser, Judith Gigliotti, Dianne Grant and Jane Feil; his stepdaughters, Daryl and Page Hannah; his stepson, Donald Hannah; his mother, Lottie; two brothers, a sister and eighteen grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jerrold Wexler.

*CONGRATULATIONS EXTENDED TO MS. CANDICE L. HOWELL
ON BEING AWARDED 1992 OUTSTANDING COMMUNITY
INVOLVEMENT AWARD BY CHICAGO
CRIME COMMISSION.*

WHEREAS, The Chicago Crime Commission annually honors members of the community for outstanding leadership in law enforcement and public service; and

WHEREAS, On November 2, 1992, the Chicago Crime Commission presented Candice L. Howell with its 1992 Outstanding Community Involvement Award for her courageous efforts to rid her neighborhood of crime; and

WHEREAS, The manager of the Rosemont Apartments, a one hundred twenty-two unit apartment building on Chicago's north side, Ms. Howell has succeeded in evicting undesirable tenants such as drug dealers, prostitutes and gang members; and

WHEREAS, As a result of Ms. Howell's efforts, the Rosemont Apartments and the surrounding neighborhood are safer and more desirable places in which to live; and

WHEREAS, Ms. Howell's courage and determination to fight crime have inspired other block clubs and community organizations to work to rid their neighborhoods of gang and street crime; and

WHEREAS, Through her actions, Ms. Howell has demonstrated tremendous commitment to Chicago, her community and her neighbors and is very deserving of the Crime Commission's award; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby extend to Candice L. Howell our sincere gratitude and appreciation for her tremendous efforts on behalf of Chicago's neighborhoods and do hereby congratulate her on receiving the Chicago Crime Commission's 1992 Outstanding Community Involvement Award and do hereby extend to her our best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Candice L. Howell.

**CONGRATULATIONS EXTENDED TO MR. SAMUEL R. MITCHELL,
PRESIDENT OF CHICAGOLAND CHAMBER OF
COMMERCE, ON HIS RETIREMENT
AFTER TWELVE YEARS OF
DEDICATED SERVICE.**

WHEREAS, Samuel R. Mitchell has resigned as president of the Chicagoland Chamber of Commerce, ending a twelve-year tenure during which this organization has been actively involved in issues such as education reform, crime prevention, youth motivation, drug awareness, tax reform, and public transportation; and

WHEREAS, During Mr. Mitchell's tenure, the Chicagoland Chamber of Commerce, formerly known as the Chicago Association of Commerce and Industry, achieved many accomplishments including: improving the state's regulatory environment for business; strengthening the business community's voice in local, state and regional governments; and serving as a strong advocate for improved mass transit and transportation services within the region; and

WHEREAS, In addition to the Chicagoland Chamber of Commerce, Mr. Mitchell has been active in numerous organizations including the Economic Club of Chicago, and the Chicago Council on Foreign Affairs; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby express our sincere gratitude and appreciation to Samuel R. Mitchell for his many years of service to the Chicagoland Chamber of Commerce and do hereby extend to him our best wishes for future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Samuel R. Mitchell.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN DOHERTY (41st Ward):**

**TRIBUTE TO LATE RETIRED CHICAGO POLICE
OFFICER BERNARD F. BROWN.**

WHEREAS, Almighty God in his infinite wisdom has called Bernard F. Brown to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A member of the Chicago Police Department from 1946 to 1979, Mr. Brown was a legendary narcotics detective; and

WHEREAS, Before joining the police force, Mr. Brown served as a master sergeant in the United States Army during World War II and served on Ascension Island, a refueling stop known as "The Rock"; and

WHEREAS, During his years with the Police Department, Mr. Brown acquired a number of nicknames, among them "Blue-Eyed Brown" and "Garbage Can Brown", and was renowned for his innovative investigative techniques; and

WHEREAS, After retiring from the Chicago Police Department, Mr. Brown worked for the Cook County Public Defender's Office as an investigator in murder cases; and

WHEREAS, To his family, many friends and colleagues, Mr. Brown will be remembered for his warmth and kindness and the dedication he demonstrated toward his police work; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Bernard F. Brown for his many lifetime contributions 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 Bernard F. Brown.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

TRIBUTE TO LATE MR. JOSEPH L. BLOCK.

WHEREAS, Almighty God in his infinite wisdom has called Joseph L. Block to his eternal reward at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, One of nation's most prominent businessmen and a Chicago civic leader since 1930, Mr. Block served as an employee and director of the family-founded Inland Steel Company for seventy years; and

WHEREAS, A champion of corporate social responsibility, Mr. Block was pictured on the covers of *Time* and *Forbes* magazines as a leader of the American steel industry in the 1950s and succeeded in making Inland Steel a national leader in minority hiring and promotion; and

WHEREAS, In the mid-1950s, when many companies were abandoning the central city in favor of suburban locations, Mr. Block ordered the construction of the first major new building in Chicago's Loop in twenty-four years, the nineteen story, glass-and-steel clad Inland Steel Building at Monroe and Dearborn Streets, which now has been designated a city landmark; and

WHEREAS, An active participant in Chicago's civic community, Mr. Block was president of the city's Community Fund from 1961 to 1963, was the first president of the Metropolitan Crusade of Mercy and served as a leader in many other organizations including the National Merit Scholarship Corporation, the Chicago Council on Foreign Relations, the Jewish Federation of Chicago and the Chicago Urban League; and

WHEREAS, In recognition of his many years of public and corporate service, Mr. Block received numerous awards including the Damen Award of Loyola University, the Catholic Council on Working Life Award, the Chicago Commission on Human Relations Award, the Jewish Federation of Chicago's Julius Rosewald Memorial Award, the American Civil Liberties Union's Baldwin Foundation Award, the Chicago Press Club's "Man of the Year" Award, and the National Conference of Christians and Jews' Silver Plaque; and

WHEREAS, To his family, many friends and colleagues, Mr. Block will be remembered as a dignified and compassionate man whose dedication and commitment to the betterment of America's corporate community and Chicago's civic community were unparalleled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby commemorate Joseph L. Block for his many lifetime contributions and years of service as an American corporate giant and do hereby extend our sincere condolences to his family including his wife, Lucille; his daughter, Susan Rubnitz; and his four grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph L. Block.

Presented By

ALDERMAN COLEMAN (16th Ward):

**GRATITUDE EXTENDED TO REVEREND GEORGE W.
WHITTINGTON FOR FIFTY YEARS OF
PASTORAL LEADERSHIP.**

WHEREAS, No matter how far and wide mankind reaches, he should never forget his roots; and

WHEREAS, With that precept in mind, the Reverend George W. Whittington left a place called Bobo, Mississippi over fifty years ago to escape the calling to preach which was placed on his life as an infant; and

WHEREAS, In the year 1937, Reverend Whittington came to Chicago to join the Chicago Police Department so that he would not have to preach; and

WHEREAS, Three years after accepting his call into the ministry, he organized the Cathedral of Love Missionary Baptist Church of which he pastored for eighteen years. Afterwards he organized the Wards Chapel Missionary Baptist Church of which he has been the pastor for twenty-nine years; and

WHEREAS, Pastor Whittington has held positions with the Progressive Baptist District Association, Progressive Baptist State Convention of Illinois, and the Chicago Minister's Alliance; and

WHEREAS, Pastor Whittington attended Wendell Phillips High School, Roosevelt University, and Chicago Baptist Institute, all of Chicago, and also studied biblical studies with Dr. Sylvester Hicks; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-fourth day of November in the year of our Lord nineteen hundred and ninety-two do extend our heartiest congratulations to Reverend George W. Whittington on this his fiftieth year of pastoral leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend George W. Whittington.

Presented By

ALDERMAN STREETER (17th Ward):

**CONGRATULATIONS EXTENDED TO MR. JAMES FRANKLIN
FOR HIS MANY CIVIC CONTRIBUTIONS.**

WHEREAS, James Franklin has been an upstanding citizen of the 17th Ward for twenty-seven years. He has been a poll watcher and vice president of the Emerald Block Club. James Franklin is a giver; and

WHEREAS, James Franklin has been a giver as a husband for thirty-six happy years to his wife, Ethel and as a father to his children, Karen and Victor. He has instilled in his children a strong work ethic, a will to succeed and a giving disposition. Both of his children are college graduates and are involved with organizations that benefit their community and positively affect people's lives. James Franklin has also reached out and opened his heart and home to a young boy named Jamale Bivins; and

WHEREAS, James Franklin has given to his country and was awarded the Purple Heart during the Korean War; and

WHEREAS, James Franklin has been a giver as a valued employee of the United States Postal Service for over thirty years. While there, he has been awarded many citations for his outstanding service, including recognition of the utilization of his managerial skills for the E. I. Team in developing new ideas that improved job performance and safety. He has been recognized and thanked by the community which he served on many occasions; and

WHEREAS, James Franklin retired from the United States Postal Service on October 1, 1992. His services and talents will truly be missed; and

WHEREAS, James Franklin's retirement will provide him with ample opportunities to let his light shine elsewhere; and

WHEREAS, James Franklin's giving of himself and his abilities will continue to be an integral part of his life; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered this twenty-fourth day of November, 1992, A.D. hereby honor James Franklin for his many contributions to his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Franklin and his family.

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE REVEREND JEFFERY EDMONDS, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward one of his devoted servants, the Reverend Jeffery Edmonds, Sr., of the Light House Baptist Church on Chicago's great south side; and

WHEREAS, Reverend Jeffery Edmonds, Sr., had long been active in the Baptist faith and also in his community. He was on the Parent Council Board at Martin Luther King High School and Price Elementary School until his health failed; and

WHEREAS, Reverend Jeffery Edmonds, Sr., leaves to mourn four daughters, three sons, a host of other relatives and the many friends whose lives he touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby express our sorrow on the passing of Reverend Jeffery Edmonds, Sr., and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Reverend Jeffery Edmonds, Sr..

***CONGRATULATIONS EXTENDED TO MR. MICHAEL ALEX CONLEY
ON SETTING NEW OLYMPIC RECORD IN TRIPLE
JUMP COMPETITION.***

WHEREAS, His many friends and admirers are gathering at Luther High School South on November 24, 1992, to congratulate Michael Alex Conley, an exemplary athlete who has brought honor and glory to his alma mater and his native Chicago; and

WHEREAS, After an outstanding Track and Field record at Luther High School South and later in national and international college competition, Michael Alex Conley became a Gold Medalist in the XXV Olympiad, setting a new Olympic record of 59 feet 7½ inches in the triple jump competition; and

WHEREAS, Born October 5, 1962, Michael Alex Conley graduated from Resurrection Lutheran Grammar School in 1977 and from Luther High School South in 1981. He led the Luther South "Braves" basketball team to the Class A State Championship in 1980 and was selected as an All State performer in basketball for the 1980 season in recognition of his extraordinary versatility in sports; and

WHEREAS, As a Track and Field competitor from the University of Arkansas, Michael Alex Conley holds the NCAA outdoor long and triple jump American Collegiate record; and

WHEREAS, All Chicago is immensely proud of Michael Alex Conley; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby join in the general praise of and tribute to Michael Alex Conley, Olympic Gold Medalist and outstanding Chicagoan, and extend to this great athlete our best wishes for continuing successes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael Alex Conley.

**CONGRATULATIONS EXTENDED TO DR. RAYMOND P. MURPHY
ON HIS RETIREMENT FROM LITTLE COMPANY
OF MARY HOSPITAL.**

WHEREAS, Raymond P. Murphy, M.D., a physician and surgeon at Little Company of Mary Hospital on Chicago's great southwest side, has announced his retirement as of January 1, 1993; and

WHEREAS, Born and raised in Chicago, Dr. Raymond P. Murphy is a 1945 graduate of the University of Dayton and a 1947 graduate of St. Louis University's School of Medicine. He served honorably in the United States Army during the Korean War and attained the rank of captain; and

WHEREAS, Dr. Raymond P. Murphy joined the staff at Little Company of Mary Hospital in 1949 and was associated with the legendary Dr. Richard H. Lawler for some sixteen years. He served as staff treasurer from 1960 through 1962. He was secretary of the surgical staff in 1958, secretary of the medical staff the next year, and secretary and treasurer of the medical staff in 1980 -- 1981. Among his many accomplishments was his participation as a member of the surgical team which performed the first kidney transplant in humans on June 17, 1950; and

WHEREAS, Following his forty-three year association with Little Company of Mary Hospital, Dr. Raymond P. Murphy retires to spend quality time with this family. He has been married to Esther Brassea Murphy for the past forty-four years. They have two daughters and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby offer our gratitude and congratulations to Raymond P. Murphy, M.D., as he retires from over four decades of dedication and accomplishment at Little Company of Mary Hospital. We also express to him and his fine family our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Raymond P. Murphy, M.D..

*GRATITUDE EXTENDED TO MR. RALPH SMITH ON
FIFTIETH ANNIVERSARY AS GOSPEL SINGER.*

WHEREAS, December 7, 1992, marks the fiftieth anniversary of Ralph Smith's career as a gospel singer, and he has been a member of Acme Baptist Church on Chicago's great south side for some forty years; and

WHEREAS, A native of Louisiana, Ralph Smith moved to Chicago in 1946, where he attended Roosevelt University and graduated from Chicago Teachers College. Shortly after his arrival here he organized a family group called the Wortham Singers, which would provide background for such renowned musicians as Mahalia Jackson and James Cleveland. Ralph Smith also sang with many community and professional choirs and was also radio announcer for the Acme Baptist Church radio station WMPP. He is presently an announcer for the Meatchem Youth Center on WGCI; and

WHEREAS, A deeply religious and dedicated citizen, Ralph Smith has been married forty-four years. He and his lovely wife, Rosetta, have five children and three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby congratulate Ralph Smith as he celebrates fifty years as a gospel singer, and we extend to this fine citizen our heartiest wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ralph Smith.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO ILLINOIS STATE
REPRESENTATIVE JAMES F. KEANE ON HIS
RETIREMENT AFTER FOURTEEN YEARS
OF DEDICATED SERVICE.**

WHEREAS, Illinois State Representative, James F. Keane, has announced his retirement from the General Assembly after fourteen years of service to the constituents of the 28th Representative District; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Ginger Rugai; and

WHEREAS, Representative Keane has chaired several House Committees including: the House Revenue Committee, Legislative Audit Commission, Local Accounting Task Force, Vice-Chairman of the Federal Budget and Taxation Committee and Deputy Majority Leader of the Illinois House of Representatives; and

WHEREAS, Representative Keane is a member of many civic and fraternal organizations, some of which include: the Lions Club, Knights of Columbus, Saint Barnabas Men's Club, the Galway Fellowship Club and Marist High School Father's Club; and

WHEREAS, Representative Keane received his formal education at Loyola University, B.S., Psychology; Chicago State University, M.A., History and Political Science; Roosevelt University, M.Ph.P.A., Public Administration; Nova University, Doctorate in Public Administration; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of November, 1992, do hereby recognize James Keane for his contributions to the residents of the 28th Representative District and to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James F. Keane.

*CONGRATULATIONS EXTENDED TO JULIE SHOWALTER ON
ACHIEVING FIRST PLACE AT NORTH AMERICAN
DANCING CHAMPIONSHIPS IN ORLANDO,
FLORIDA.*

WHEREAS, Julie Showalter was the first place winner at the North American Dancing Championships in Orlando, Florida. This United States victory was enhanced because five former world champions competed in the competition; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Ginger Rugai; and

WHEREAS, Julie placed third in the World Championship Irish Senior Ladies Dancing at Limerick, Ireland in March, 1992; and

WHEREAS, Julie is a nineteen year old junior at Saint Mary's-Notre Dame College in South Bend, Indiana. She is a graduate of Mother McAuley High School in Chicago; and

WHEREAS, Julie is a star pupil of Irish dance teachers, Denis and Marge Dennehy with their daughter Kathy Dennehy-Bell; and

WHEREAS, Julie is the winner of many other Irish dancing trophies in Ireland and America, and is the first American to win an Australian Irish dancing competition. Her dancing of the Irish Hornpipe was judged best in the world this year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November 1992, do hereby congratulate Julie Showalter on this special victory; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Julie Showalter.

Presented By

ALDERMAN EVANS (21st Ward):

*TRIBUTE TO LATE MS. JAQUISE GUEST
AND MR. DE MARCUS UMBRA.*

WHEREAS, Jaquise Guest, beloved daughter of Jennifer Guy and Carlen Guest, was born in Chicago, Illinois, on March 2, 1990, and departed this life on November 14, 1992; and

WHEREAS, DeMarcus Umbra, beloved son of Jennifer Guy and Marcus Umbra (deceased) was born in Chicago, Illinois, January 10, 1992, and departed from this life on November 14, 1992; and

WHEREAS, Though Jaquise and her brother, DeMarcus, may have been with us a short time, they filled the hearts of their loved ones with enough love to carry them through this lifetime; and

WHEREAS, These precious little ones now rest peacefully in the arms of our Lord and Savior Jesus Christ; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, extend our deepest sympathies to the bereaved family of Jaquise Guest and DeMarcus Umbra and hereby mourn their passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family.

TRIBUTE TO LATE MR. JERRY JEROME ST. CLAIR.

WHEREAS, Jerry Jerome St. Clair has found eternal life and peace; and

WHEREAS, Jerry Jerome St. Clair, the beloved son of Moncerrate Collins and Jerry St. Clair, Sr., was born January 21, 1977; he was fifteen years old, the oldest of two children; and

WHEREAS, Jerry Jerome St. Clair accepted Christ as his Lord and Savior at an early age at South Side Tabernacle Church, under the leadership of Reverend Spencer Jones; and

WHEREAS, Jerry Jerome St. Clair was pursuing his education through the Chicago Public School System where he had attended Ft. Dearborn and was enrolled at Calumet High School. He was loved very dearly by family, friends, fellow students and teachers. He was a good student, very motivated and active in school and school activities; and

WHEREAS, On Thursday, November 5, 1992, Jerry passed from this life. He fought a good fight and always kept his faith. Though he is no longer within our midst, we can rejoice because we know he has gone to his just reward. He is gone but not forgotten; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council extend our deepest sympathies to the bereaved family of Jerry Jerome St. Clair and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family.

Presented By

ALDERMAN HENDON (27th Ward):

TRIBUTE TO LATE MAYOR HAROLD WASHINGTON.

WHEREAS, Wednesday, November 25, 1992, marks the fifth anniversary of the untimely death of Harold Washington near the beginning of his second term as Mayor of this great City of Chicago; and

WHEREAS, During his term of office, Mayor Harold Washington stood for principles of fairness, equality, honesty, progress and concern for the public which enriched standards of leadership and which have made him an outstanding example for all those who hold public office; and

WHEREAS, In addition, Mayor Harold Washington stands as an inspiration for all citizens, including those future generations who will continue to benefit from his powerful legacy of intelligence and concern; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby recognize the fifth anniversary of the death of Mayor Harold Washington as an opportunity to reflect on the greatness of this towering leader and to express our gratitude for his legacy.

Presented By

ALDERMAN WOJCIK (35th Ward):

**CONGRATULATIONS EXTENDED TO TRIPP CIVIC GROUP FOR
MANY ACCOMPLISHMENTS AND IMPROVEMENT
EFFORTS IN THIRTY-FIFTH
WARD COMMUNITY.**

WHEREAS, The Tripp Civic Group Board, consisting of Wes Fraven, Chairman; Robert Foss, Vice Chairman; Lawrence Freson, Treasurer; and Mary Ann Brennan, Secretary and the general membership has collectively led the local community in its effort to maintain a higher standard of life; and

WHEREAS, Tripp Civic Group conducts monthly meetings to address active concerns and issues of the community; and

WHEREAS, Tripp Civic Group actively combats community problems to eradicate graffiti, debris, apathy, gang activity and poverty; and

WHEREAS, Tripp Civic Group formed and organized special committees, i.e., the school relations, beautification, neighborhood patrol, fundraising and businessmen's association and public relations; and

WHEREAS, Tripp Civic Group publishes and distributes a community newsletter, *The Tripp Civic Group Beacon*; and

WHEREAS, Tripp Civic Group has encouraged many residents to enlist in Mayor Daley's Adopt-A-Street Program; and

WHEREAS, Tripp Civic Group has generously donated to the local underprivileged and the Women's Shelter; House of the Good Shepherd; and

WHEREAS, Tripp Civic Group has worked in conjunction with Alderman Michael A. Wojcik of the 35th Ward and the 17th Chicago Police District; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby extend to the Tripp Civic Group and its members our sincere congratulations and best wishes for all of their achievements; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Alderman Michael A. Wojcik for presentation.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. JERROLD WEXLER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Jerrold Wexler to his eternal reward on the seventh day of November, nineteen hundred and ninety-two; and

WHEREAS, Mr. Jerrold Wexler was a graduate of Francis Parker School and Northwestern University; and

WHEREAS, In the 1940s, Mr. Jerrold Wexler worked for Allied Radio Corporation, a company owned by his father; and

WHEREAS, At the age of twenty-six, Mr. Jerrold Wexler's first important real estate project was closed, with the construction of the Executive House Hotel, located at 71 East Wacker Drive; and

WHEREAS, Mr. Jerrold Wexler, with his partner, Ed Ross, built Jupiter Industries into an international business and real estate conglomerate estimated to be worth 2.5 Billion Dollars; and

WHEREAS, Over the past thirty-five years, Mr. Jerrold Wexler and Jupiter Industries were instrumental in shaping the Chicago skyline in the Central Business District, with the construction of more than fifty major buildings; and

WHEREAS, Mr. Jerrold Wexler has built, acquired, or invested in such notable properties as the Drake Hotel, the 919 North Michigan Avenue Building, Lake Point Tower, McClurg Court Center, the Executive House, the Knickerbocker and the Ambassador West Hotel; and

WHEREAS, Mr. Jerrold Wexler has devoted both time and resources to many civic and philanthropic interests including Parker High School, the Alzheimer's Foundation and the National Asthma Center; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of November, nineteen hundred and ninety-two, do hereby express our deepest sympathy at the passing of Mr. Jerrold Wexler, and do also extend to his beloved wife, Susan; his mother, Lottie; his brothers, Haskel and Yale; his sister, Joyce; his eight children and eighteen grandchildren, our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Jerrold Wexler was a fine man who made significant contributions to the history of Chicago, and 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. Jerrold Wexler.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

TRIBUTE TO LATE MR. SUMNER SOLLITT.

WHEREAS, Sumner Sollitt has been called to his eternal reward at the age of sixty-six; and

WHEREAS, Sumner Sollitt was a Lincoln Park resident for nearly two decades and an active member of the community; and

WHEREAS, Sumner Sollitt was a nationally recognized builder and engineer for over forty years; and

WHEREAS, Sumner Sollitt was instrumental in preserving and upgrading the landmark Auditorium Theater so that it could continue as a premier performing arts center; and

WHEREAS, Sumner Sollitt built the beautiful Seventeenth Church of Christ Scientist on Wacker Drive; and

WHEREAS, Sumner Sollitt was a noted yachtsman who participated in forty-five consecutive Chicago Mackinac sailing contests; and

WHEREAS, Sumner Sollitt was a giving person who touched the lives of his family and friends in ways that will always be remembered; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this twenty-fourth day of November, 1992, do hereby commemorate Sumner Sollitt as an industrious builder, far-sighted preservationist, upstanding community member, dear father and husband and do hereby extend our most sincere condolences to his children; Michael, Steven, David, Sandra and Elizabeth and wife, Brenda; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sumner Sollitt.

TRIBUTE TO LATE MR. JERROLD WEXLER.

WHEREAS, Jerrold Wexler has been called to his eternal reward at the age of sixty-eight; and

WHEREAS, Jerrold Wexler was a lifelong Chicagoan who made many important contributions to the community; and

WHEREAS, Jerrold Wexler had numerous philanthropic interests, including Francis Parker School, of which he was a graduate, and the National Asthma Center; and

WHEREAS, Jerrold Wexler was one of Chicago's most prominent real estate developers who helped the city grow and prosper; and

WHEREAS, Jerrold Wexler was instrumental in the revival of North Michigan Avenue and Streeterville; and

WHEREAS, Jerrold Wexler was a giving person who touched the lives of his family and friends in ways that will always be remembered; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this twenty-fourth day of November, 1992, do hereby commemorate Jerrold Wexler as an upstanding business leader, community member, dear father and husband, and do hereby extend our most sincere condolences to his wife, Susan and the rest of his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jerrold Wexler.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. NORBERT LEOPOLDI.

WHEREAS, God in his infinite wisdom has called to his eternal reward Norbert Leopoldi, outstanding citizen and famous chess expert, November 2, 1992; and

WHEREAS, Norbert Leopoldi, a native of Vienna, Austria, came to the United States in 1938 and served honorably in the United States Army during World War II. He later settled in Chicago and entered the advertising business, founding Cloverline, Inc., which sponsored tournaments here, most notably the Cloverline International Chess Tournament of 1982, in which six international grandmasters competed; and

WHEREAS, A former president of the Chicago Chess Club, Norbert Leopoldi sponsored chess instruction for the Chicago Boys Club, and recently saw a fund established in his name to provide chess education to inner-city youths through Chicago's Department of Human Services; and

WHEREAS, An outstanding family man, Norbert Leopoldi leaves to mourn his wife, Regine, three daughters, a grandson, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby express our sorrow on the death of Norbert Leopoldi, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Norbert Leopoldi.

TRIBUTE TO LATE MR. JOHN WAYNE PELIKAN, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward John Wayne Pelikan, Sr., outstanding citizen, family man and friend; and

WHEREAS, John W. Pelikan, Sr., was highly visible and active in his grateful north side community and made many friends there; and

WHEREAS, John W. Pelikan, Sr., leaves to mourn his wife, Carol, four children, six grandchildren and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby express our sorrow on the death of John W. Pelikan, Sr., and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. John W. Pelikan, Sr..

**CONGRATULATIONS EXTENDED TO MR. CARL T. NEWHEY
ON HIS RETIREMENT AFTER THIRTY-FIVE YEARS
WITH CHICAGO PARK DISTRICT.**

WHEREAS, Carl T. Newey, a dedicated public servant and outstanding citizen, is retiring after thirty-five years as recreational instructor and supervisor with the Chicago Park District; and

WHEREAS, Beginning October 1, 1957, Carl T. Newey has devoted his time and considerable energies to the promotion of healthful recreation for the citizens of this great City, especially the young. He has been exceptionally devoted to the Chicago Park District Junior Bears Football Program, as coach, organizer and mentor; and

WHEREAS, Beginning as a physical instructor at Rosedale Park, Carl T. Newey has served in numerous instructing and supervisory positions throughout the park system. Profoundly respected by his peers and the many young people whose lives he has enhanced, he has represented for thirty-five years 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 in assembly, do hereby offer our gratitude and our congratulations to Carl T. Newey as he retires after thirty-five years of dedicated service in the Chicago Park District, and we extend to this great citizen our very best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carl T. Newey.

Presented By

ALDERMAN M. SMITH (48th Ward):

**GRATITUDE EXTENDED TO APNA GHAR FOR
THEIR OUTSTANDING SERVICE TO
ASIAN-AMERICAN COMMUNITY.**

WHEREAS, Apna Ghar, the first residential shelter and social service institution in the nation serving Asian victims of domestic violence, was founded on Chicago's great north side in 1989, and for the past three years has shown exemplary dedication and success in serving our Asian-American community; and

WHEREAS, Apna Ghar is the result of coordinated efforts initiated in ethnic minority and immigrant communities which have included residents from India, Pakistan, Bangladesh, Sri Lanka, Nepal and Bhutan. Apna Ghar takes its name from a Hindi-Urdu phrase meaning "Our Home" and has served hundreds of clients through its domestic violence and visitation programs. Many victims of such violence are unfamiliar with our legal system and sometimes uncomfortable in confrontations with those whom we send to protect them. These victimized women and children receive total support from Apna Ghar, including multi-lingual and multi-cultural counseling, direction to social services, and a safe and sound emergency shelter facility, available for a maximum of sixty days; and

WHEREAS, Apna Ghar thus provides a very thorough service for those who, in fright and discomfort, might turn away from our legal system and would remain in a precarious state of violence and disintegration. This young organization has come along in a time of great need, and the leaders of this great City are aware of Apna Ghar and its unique contributions to public safety and welfare; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby offer our gratitude and our congratulations to Apna Ghar, which so diligently provides support for some of our finest new Chicagoans, and we extend to this outstanding young organization our most sincere wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Apna Ghar.

**CONGRATULATIONS EXTENDED TO VIETNAMESE ASSOCIATION
OF ILLINOIS FOR THEIR SUCCESS IN AIDING
VIETNAMESE-CITIZENS OF CHICAGO.**

WHEREAS, The Vietnamese Association of Illinois (V.A.I.) was created to support the many Vietnamese who have come to this area in search of a better, safer, more healthful and productive life; and

WHEREAS, The Vietnamese Association of Illinois has focused many fruitful efforts on behalf of those who have come to Chicago in adjusting to new customs, new traditions and new lifestyles. Among V.A.I.'s many programs are citizenship efforts in which, through efforts coordinated with governmental services, thousands of community members become permanent residents and citizens; an employment program which provides job counseling and development; a youth program and a senior program; and

many other efforts designed to smooth out the difficult transition that confronts so many Vietnamese Americans; and

WHEREAS, All V.A.I. programs are bilingual, and the diligence and care of this great organization is especially felt by all the residents on and around Argyle Street in Chicago's great 48th Ward, where so many Vietnamese Americans are concentrated. V.A.I.'s commitment to the community assures that all those who benefit from its services adjust to their newly adopted country and culture while nurturing their own uniquely beautiful heritage and traditions; 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 congratulate the Vietnamese Association of Illinois (V.A.I.) on its extraordinary success in support of the many Vietnamese Americans who have come to our great City in search of a better life. We also express to this towering organization our gratitude on behalf of all these most welcome new Chicago residents; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Vietnamese Association of Illinois.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

MAZOLA (1st Ward)

West Fulton Street, at 541 -- 547 --
at all times -- daily;

West 24th Street, at 347 -- at all
times -- daily;

BLOOM (5th Ward)

South Ridgeland Avenue, at 6820
-- 9:00 A.M. to 6:00 P.M. -- Monday
through Friday;

East 71st Street, at 1941 -- 8:00
A.M. to 6:00 P.M. -- Monday
through Saturday;

JONES (15th Ward)

South Western Avenue, at 6820 --
9:00 A.M. to 5:00 P.M. -- Monday
through Saturday;

West 69th Street, at 2638 -- 9:00
A.M. to 5:00 P.M. -- Monday
through Saturday (except
holidays);

Alderman	Location, Distance And Time
<i>MEDRANO</i> (25th Ward)	West 21st Street, at 1924 (in front of entranceway) -- 8:30 A.M. to 3:00 P.M. -- Monday through Friday;
<i>MELL</i> (33rd Ward)	North Kedzie Avenue, at 3705 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; North Kedzie Avenue, at 4553 -- 7:00 A.M. to 9:00 P.M. -- Monday through Friday;
<i>WOJCIK</i> (35th Ward)	North Central Park Avenue, at 3916 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
<i>GILES</i> (37th Ward)	North Cicero Avenue, at 1220 and 1236 -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday; West North Avenue, at 4749 -- at all times -- no exceptions;
<i>CULLERTON</i> (38th Ward)	West Addison Street, at 5439 -- 9:00 A.M. to 11:00 P.M. -- no exceptions; West Irving Park Road, at 5709 -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday;
<i>NATARUS</i> (42nd Ward)	West Chicago Avenue, at 215 -- at all times -- daily (tow zone/valet services); West Kinzie Avenue, at 230 -- at all times -- daily (tow zone/valet services);

Alderman

Location, Distance And Time

HANSEN (44th Ward)

North Sheffield Avenue, at 2953 --
2955 -- 7:00 A.M. to 7:00 P.M. --
Monday through Saturday;

SHILLER (46th Ward)

West Sunnyside Avenue, at 918
(for a distance of 25 feet) -- 10:00
A.M. to 5:00 P.M. -- Tuesday and
Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE OF PORTION OF NORTH
KEELER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 14, 1988 (Council Journal of Proceedings, pages 21489 -- 21502) which established loading zones on portions of specified public ways by striking the words: "North Keeler Avenue (east side) from a point 30 feet south of West Grand Avenue, to a point 125 feet south thereof -- no exceptions" which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF SOUTH CAMPBELL STREET.

Alderman Jones (15th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on South Campbell Street, from West 67th Street to West 71st Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH KARLOV AVENUE.

Alderman Wojcik (35th 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: "North Karlov Avenue, from West School Street to West Belmont 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
NORTH LOCKWOOD AVENUE.

Alderman Giles (37th 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: "North Lockwood Avenue, between West Lake Street and West Kinzie Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Distance

MAZOLA (1st Ward)

South Lake Shore Drive (east side)
from a point 554 feet north of the
north property line of East
Solidarity Drive, to a point 86 feet
north thereof;

Alderman	Location And Distance
<i>PRECKWINKLE</i> (4th Ward)	South Ellis Avenue, at 4556 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Paxton Avenue, at 6835 (except for handicapped); South University Avenue, at 7306 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Langley Avenue, at 7444 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Yates Avenue, at 8928 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Bennett Avenue, at 8147 (except for handicapped); South Cregier Avenue, at 7712 (except for handicapped); South Euclid Avenue, at 7946 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	East 95th Street (southeast and southwest corners) from South Muskegon Avenue, to a point 20 feet east and west thereof;
<i>HUELS</i> (11th Ward)	South Wells Street, at 3201 (except for handicapped); West 35th Street, at 1702 (except for handicapped);

Alderman	Location And Distance
<i>MADRZYK</i> (13th Ward)	South Kenton Avenue (east side) from 5800 to 5900; South Kolmar Avenue, at 5910 (except for handicapped); West 59th Place, at 3401 (except for handicapped); West 59th Place, at 3507 (except for handicapped); West 60th Street, at 3357 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Richmond Street, at 5121 (except for handicapped);
<i>JONES</i> (15th Ward)	South Artesian Avenue, at 6738 (except for handicapped); South Hermitage Avenue, at 6353 (except for handicapped); South Troy Street, at 6445 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Laflin Street, at 6750 (except for handicapped); South Peoria Street, at 7914 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Carpenter Street, at 8408 (except for handicapped); South Wood Street, at 8029 (except for handicapped);

Alderman

Location And Distance

LASKI (23rd Ward)

South Lawndale Avenue (east side) from South Archer Avenue south to the railroad tracks;

South Lotus Avenue, at 5444 (except for handicapped);

South Mulligan Avenue, at 6242 (except for handicapped);

MILLER (24th Ward)

South Kirkland Avenue, at 2322 (except for handicapped);

South Kostner Avenue, at 1425 (except for handicapped);

South Sawyer Avenue, at 1912 (except for handicapped);

MEDRANO (25th Ward)

West Washburne Avenue, at 2140 (except for handicapped);

E. SMITH (28th Ward)

West Jackson Boulevard, at 4326 (except for handicapped);

West Polk Street, at 4841 (except for handicapped);

BIALCZAK (30th Ward)

West Drummond Place, at 5140 (except for handicapped);

North Laporte Avenue, at 2244 (except for handicapped);

SUAREZ (31st Ward)

North Keeler Avenue (both sides) from West Grand Avenue to the first alley south thereof (tow zone);

West Montana Street, at 4421 (except for handicapped);

Alderman

Location And Distance

West Wabansia Avenue, at 3435
(in front of and at either side of the
driveway to the parking lot) (tow
zone);

MELL (33rd Ward)

North California Avenue, at 2416
(except for handicapped);

North Sawyer Avenue, at 4500
(except for handicapped);

WOJCIK (35th Ward)

West Eddy Street, at 3945 (except
for handicapped);

North Karlov Avenue (west side)
from West Belmont Avenue to
West School Street (tow zone);

BANKS (36th Ward)

West Nelson Street, at 6123
(except for handicapped);

North Pioneer Avenue, at 3337
(except for handicapped);

GILES (37th Ward)

West Ohio Street, at 5038 (except
for handicapped);

North Springfield Avenue, at 947
(except for handicapped);

West Walton Street, at 4857
(except for handicapped);

CULLERTON (38th Ward)

West Berenice Avenue, at 4717
(except for handicapped);

North Lamon Avenue, at 3327
(except for handicapped);

Alderman

Location And Distance

West Newport Avenue, at 5701
(alongside on North Major
Avenue);

West Warwick Avenue, at 5905
(except for handicapped);

LAURINO (39th Ward)

North Drake Avenue, at 5741
(except for handicapped);

LEVAR (45th Ward)

West Sunnyside Avenue (south
side) in the 4500 and 4600 blocks;

SCHULTER (47th Ward)

West Wilson Avenue, at 2457
(except for handicapped);

West Windsor Avenue, at 2618
(except for handicapped);

STONE (50th Ward)

North Richmond Street, at 6015
(except for handicapped);

North Washtenaw Avenue, at
6116 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES IN 7800 BLOCK
OF SOUTH BENNETT AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Bennett Avenue, in the 7800 block -- no parking -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 701 WEST
BUCKINGHAM PLACE.

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 Buckingham Place, at 701 (Handicapped Permit 3475)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 5518 WEST
FARRAGUT AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 16, 1988 (Council Journal of Proceedings, page 19281) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Farragut Avenue, at 5518 (Handicapped Permit 3473)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 3745 SOUTH
HERMITAGE AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hermitage Avenue, at 3745 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT ALL TIMES AT 1708 NORTH
KEATING AVENUE.

Alderman Bialczak (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 Keating Avenue, at 1708 (Handicapped Permit 5335)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5429 SOUTH KILBOURN AVENUE.

Alderman Laski (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 Kilbourn Avenue, at 5429 (Handicapped Permit 3412)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4044 WEST NELSON STREET.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Nelson Street, at 4044 (Handicapped Permit 6433)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2318 NORTH RIDGEWAY AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Ridgeway Avenue, at 2318 (Handicapped Permit 586)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5022 WEST WABANSIA AVENUE.

Alderman Giles (37th 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 Wabansia Avenue, at 5022 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4747 WEST WARWICK AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Warwick Avenue, at 4747 (Handicapped Permit 1113)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2423 WEST 43RD STREET.

Alderman Fary (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: "West 43rd Street, at 2423 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3531 WEST 79TH PLACE.

Alderman Madrzyk (13th 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 79th Place, at 3531 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL
TIMES TO 3621 SOUTH WOLCOTT AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance to relocate a parking prohibition at all times from its current location at 2441 West 46th Place (Permit 4158) to a new location at 3621 South Wolcott Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS IN 5300 BLOCK OF NORTH
MC VICKER AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of the 5300 block of North McVicker Avenue, from 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
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST GRAND AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on designated streets during specified hours by striking the words: "West Grand Avenue (north side) from North Normandy Avenue to North Oak Park Avenue -- 4:00 P.M. to 6:00 P.M.", 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 SOUTH KOLIN AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on designated streets during specified hours by striking the words: "South Kolin Avenue (both sides) from South Archer Avenue to the first alley south thereof -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "South Kolin Avenue (east side) from South Archer Avenue to the first alley south thereof -- 7:00 A.M. to 9:00 A.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 SOUTH MELVINA AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on designated streets during specified hours by striking the words: "South Melvina Avenue, from West 63rd Street to the first alley north thereof -- 9:00 A.M. to 4:00 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 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
<i>DIXON</i> (8th Ward)	South Bennett Avenue (both sides) in the 7800 block -- at all times;
<i>BURKE</i> (14th Ward)	South Spaulding Avenue (west side) in the 5000 block -- at all times;
<i>HENDON</i> (27th Ward)	South Claremont Avenue (both sides) in the 700 block -- at all times.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>MELL</i> (33rd Ward)	West Montrose Avenue, at 3423;

Alderman	Location And Distance
<i>BANKS</i> (36th Ward)	North Normandy Avenue (west side) from West Grand Avenue to the first alleys north and south thereof; North Rutherford Avenue (east side) from West Grand Avenue to the first alley south thereof;
<i>DOHERTY</i> (41st Ward)	North Oriole Avenue (east side) from West Peterson Avenue to West Talcott Avenue;
<i>LEVAR</i> (45th Ward)	North Medina Avenue (north side) between North Milwaukee Avenue and the first alley west thereof.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC
OVERHEAD TRAFFIC LIGHTS AT INTERSECTION OF WEST
63RD STREET AND SOUTH KEELER AVENUE.

Aldermen Madrzyk (13th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of automatic overhead traffic lights at the intersection of West 63rd Street and South Keeler Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	South Dorchester Avenue, at East 56th Street -- "Stop";
<i>BEAVERS</i> (7th Ward)	South Saginaw Avenue, at East 86th Street -- "Stop";
<i>BUCHANAN</i> (10th Ward)	East 113th Street and South Champlain Avenue -- "Three-Way Stop";
<i>STREETER</i> (17th Ward)	West 73rd Place and South Ada Street -- "Three-Way Stop";
<i>MURPHY</i> (18th Ward)	West 80th Street, at South Loomis Street -- "Stop";
<i>TROUTMAN</i> (20th Ward)	East 60th Street and South Ellis Avenue -- "Four-Way Stop";
<i>LASKI</i> (23rd Ward)	South Kilpatrick Avenue, at West 46th Street -- "Stop";
<i>MILLER</i> (24th Ward)	South Springfield Avenue and West 19th Street -- "Stop"; West 13th Street and South Kildare Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Harding Avenue and West Potomac Avenue -- "Stop";
<i>MELL</i> (33rd Ward)	North Spaulding Avenue and West Berteau Avenue -- "Two-Way Stop";

Alderman

Location And Type Of Sign

North Spaulding Avenue, at West Cullom Avenue -- "Two-Way Stop";

WOJCIK (35th Ward)

West Byron Street and North Tripp Avenue -- "Three-Way Stop";

BANKS (36th Ward)

West Palmer Street, at North Sayre Avenue -- "Stop";

West Roscoe Street, at North Ozanam Avenue -- "Stop";

LEVAR (45th Ward)

West Cuyler Avenue and North Laporte Avenue -- "Stop";

West Wilson Avenue, at North Kenneth Avenue -- "Stop";

SCHULTER (47th Ward)

West Berteau Avenue, at North Hermitage Avenue -- "Stop";

West Winona Street, at North Paulina Street -- "Two-Way Stop".

Referred -- AUTHORIZATION FOR INSTALLATION OF
"ONE-WAY" STREET SIGNS ON PORTION OF
SOUTH FRANCISCO AVENUE.

Alderman E. Smith (28th Ward) presented a proposed ordinance directing the Commissioner of Transportation to install "One Way" street signs on South Francisco Avenue, causing traffic to flow in a notherly direction from the north line of West Jackson Boulevard to the south line of West Adams Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ERECTION OF "NO RIGHT TURN"
SIGNS ON NORTH CICERO AVENUE AT INTERSECTION
OF WEST PENSACOLA AVENUE.

Alderman Levar (45th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of "No Right Turn -- 3:00 P.M. To 6:00 P.M." signs on North Cicero Avenue, at the intersection of West Pensacola Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ERECTION OF "NO LEFT TURN"
SIGNS ON NORTH LARAMIE AVENUE AT INTERSECTION
OF WEST PENSACOLA AVENUE.

Alderman Levar (45th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of "No Left Turn -- 7:00 A.M. To 9:00 A.M. And 3:00 P.M. To 6:00 P.M." signs for northbound traffic on North Laramie Avenue, at the intersection of West Pensacola Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ERECTION OF "NO PARKING"
SIGN ON PORTION OF SOUTH WESTERN AVENUE.

Alderman Rugai (19th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of a "No Parking Between Signs" sign on the west side of South Western Avenue, beginning at the Beverly Bank exit (11150 South Western Avenue) and extending to a point 20 feet north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "NO RIGHT TURN" SIGNS AT
INTERSECTION OF WEST LAWRENCE
AVENUE AND NORTH LIPPS
AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on April 29, 1992 (Council Journal of Proceedings, pages 15432--15437) which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West Lawrence Avenue at North Lipps Avenue -- 'No Right Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday' signs (92-0041)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF "NO PARKING" SIGN ON
PORTION OF SOUTH HOYNE AVENUE.

Alderman Rugai (19th Ward) presented a proposed order directing the Commissioner of Transportation to cause the removal of a "No Parking Between 8:00 A.M. And 10:00 A.M." sign in the 9300 block of South Hoyne Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF HANDICAPPED PERMIT PARKING
SIGN ON PORTION OF NORTH LOWELL AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Transportation to cause the removal of a handicapped permit parking sign located at 4844 North Lowell Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented eighteen 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 MAZOLA (1st Ward):

To classify as a B3-3 General Retail District instead of a C2-3 General Residence District the area shown on Map No. 1-H bounded by:

West Superior Street; North Paulina Street; the alley next south of and parallel to West Superior Street; and a line 176 feet west of North Paulina Street.

BY ALDERMAN FARY (12th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-I bounded by:

the alley next north of and parallel to West 36th Place; a line 216 feet east of South Francisco Avenue; West 36th Place; and a line 166 feet east of South Francisco Avenue.

BY ALDERMAN MADRZYK (13th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-M bounded by:

West 61st Street; the alley next west of and parallel to South Central Avenue; the alley next north of and parallel to West 63rd Street; the

alley next west of and parallel to South Menard Avenue; West 62nd Street; and the alley next west of and parallel to South Monitor Avenue.

To classify as a B2-1 Restricted Retail District instead of B4-1 and B4-2 Restricted Service Districts and a C1-1 Restricted Commercial District the area shown on Map Nos. 14-M and 16-M bounded by:

the alley next north of and parallel to West 63rd Street; South Major Avenue; West 63rd Street; South Central Avenue; West 65th Street; the alley next west of and parallel to South Central Avenue; the alley next south of and parallel to West 63rd Place; a line 210 feet west of the alley next west of and parallel to South Central Avenue; West 63rd Place; a line 150 feet west of the alley next west of and parallel to South Central Avenue; the alley next south of and parallel to West 63rd Street; a line 249 feet west of South Major Avenue; West 63rd Street; a line 424 feet west of South Major Avenue; the alley next south of and parallel to West 63rd Street; South Austin Avenue; West 63rd Place; the alley next west of and parallel to South Austin Avenue; the alley next south of and parallel to West 63rd Street; a line 100 feet west of South Meade Avenue; West 63rd Street; and South Austin Avenue.

To classify as an R2 Single-Family Residence District instead of R3 and R4 General Residence Districts the area shown on Map No. 16-M bounded by:

West 63rd Street; a line 249 feet west of South Major Avenue; the alley next south of and parallel to West 63rd Street; a line 150 feet west of the alley next west of and parallel to South Central Avenue; West 63rd Place; a line 210 feet west of the alley next west of and parallel to South Central Avenue; the alley next south of and parallel to West 63rd Place; the alley next west of and parallel to South Central Avenue; the alley next north of and parallel to West 65th Street; South Menard Avenue; the alley next south of and parallel to West 63rd Street; and a line 424 feet west of South Major Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 16-M bounded by:

West 64th Place; the alley next west of and parallel to South Austin Avenue; a line 132 feet south of West 64th Place; a line 300 feet west of South Meade Avenue; West 65th Street; a line 180 feet east of South Melvina Avenue; a line 132 feet south of West 64th Place; and South Melvina Avenue.

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 16-M bounded by:

West 64th Place; the alley next east of and parallel to South Austin Avenue; a line 160 feet north of West 65th Street; South Austin Avenue; West 65th Street (city limits); and the alley next west of and parallel to South Austin Avenue.

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 16-M bounded by:

West 64th Place; the alley next east of and parallel to South Narragansett Avenue; West 64th Place; and South Narragansett Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 16-M bounded by:

the alley next north of and parallel to West 64th Place; South Melvina Avenue; West 64th Place; and a line 240 feet west of South Mobile Avenue.

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 16-M bounded by:

the alley next north of and parallel to West 65th Street; South Mayfield Avenue; West 65th Street; and the alley next east of and parallel to South Austin Avenue.

BY ALDERMAN HENDON (27th Ward):

To classify as a C1-3 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 2-H bounded by:

West Adams Street; the westerly right-of-way line of the Chicago Transit Authority (elevated structure); West Quincy Street; the alley next east of and parallel to South Wood Street; West Jackson Boulevard;

South Wood Street; West Quincy Street; and a line 49 feet east of South Wood Street.

BY ALDERMAN WOJCIK (35th Ward):

To classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 9-J bounded by:

a line 37 feet north of West Addison Street; the alley next east of and parallel to North St. Louis Avenue; West Addison Street; and North St. Louis Avenue.

BY ALDERMAN HANSEN (44th Ward):

To classify as a B4-4 Restricted Service District instead of a C1-4 Restricted Commercial District the area shown on Map No. 9-F bounded by:

North Broadway; West Addison Street; the alley next westerly of North Broadway; the alley next east of and parallel to North Halsted Street; West Waveland Avenue; and North Halsted Street.

To classify as a B4-3 Restricted Service District instead of a C1-3 Restricted Commercial District the area shown on Map Nos. 9-F and 9-G bounded by:

West Waveland Avenue; the alley next east of and parallel to North Halsted Street; the alley next westerly of North Broadway; West Addison Street; North Halsted Street; West Cornelia Avenue; a line 120 feet east of North Halsted Street; a line 211 feet south of West Cornelia Avenue; a line 220 feet east of North Halsted Street; a line 291 feet south of West Cornelia Avenue; a line 240 feet east of North Halsted Street; a line 95 feet north of West Roscoe Street; a line 120 feet east of North Halsted Street; the alley next east of and parallel to North Halsted Street; West Aldine Avenue; the alley next east of and parallel to North Halsted Street; West Melrose Street; North Halsted Street; West Belmont Avenue; the alley next west of and parallel to North Halsted Street; North Dayton Street (North Craft Street); the alley next south of and parallel to West Aldine Avenue; the alley next west of and parallel to North Halsted Street; West Aldine Avenue; the alley next

west of and parallel to North Halsted Street; West Addison Street; and a line 289 feet west of North Halsted Street.

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 9-G bounded by:

West Byron Street; North Clark Street; the alley next south of and parallel to West Irving Park Road; the alley next easterly of North Clark Street; the alley next north of and parallel to West Grace Street; North Racine Avenue; West Grace Street; and the alley next westerly of North Clark Street.

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 9-G bounded by:

West Eddy Street; the alley next east of and parallel to North Southport Avenue; West Newport Avenue; North Southport Avenue; a line 265 feet north of West Cornelia Avenue; and North Southport Avenue.

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 9-G bounded by:

West Grace Street; North Southport Avenue; West Waveland Avenue; and the alley next west of and parallel to North Southport Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 15-I bounded by:

West Granville Avenue; North Albany Avenue; the alley next south of and parallel to West Granville Avenue; and the alley next east of and parallel to North Kedzie Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-five proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>MAZOLA</i> (1st Ward)	Campus Green Townhouses;
<i>PRECKWINKLE</i> (4th Ward)	Four Corners I Condominium Association; The Greenwood Condominiums; Hyde Park Manor Condominium Association;
<i>DIXON</i> (8th Ward)	Mr. Lamarr Seaton;
<i>BUCHANAN</i> (10th Ward)	Mr. Edward Matheny;
<i>MADRZYK</i> (13th Ward)	Ms. Beatrice Preissler;
<i>BURKE</i> (14th Ward)	Ms. Rita Richter;
<i>RUGAI</i> (19th Ward)	Baron's Shoes of Mount Greenwood, Incorporated; Beverly Lane Townhomes Owners Association;
<i>HENDON</i> (27th Ward)	Hermitage Manor Cooperative;

Alderman

Claimant

BIALCZAK (30th Ward)Dehler Manufacturing Company;
Mr. Hector Diaz;*MELL* (33rd Ward)

Mr. Irving Lindemann;

WOJCIK (35th Ward)

Ms. Adele Mindak;

BANKS (36th Ward)Belmont Terrace Condominium
Association;*LAURINO* (39th Ward)Mr. Clifford A. Gronczewski;
Ms. Linda Marton;*NATARUS* (42nd Ward)Ms. Metta Davis;
Golub and Company;
Two East Oak Condominium
Association;*EISENDRATH* (43rd Ward)Mr. Gary H. Schwartz;
Victorian Landmark Condominiums;*HANSEN* (44th Ward)Cambridge Condominium;
Commonwealth Towers
Condominium Association;
Gaslight Condominium Association;
Hawthorne Place Condominium
Association;
Hawthorne Place II Condominium
Association;

Alderman

Claimant

Sheridan Briar North Condominium
Association;

Townhomes of Diversey Harbor;

339 West Barry Condominium
Association;619 West Stratford Condominium
Association;625 -- 633 Barry Condominium
Association;832 West Oakdale Condominium
Association;3440 North Lake Shore Drive
Condominium Association (2).

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTIONS
020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO TO
DISALLOW ISSUANCE OF LIQUOR AND PACKAGE
GOODS LICENSES WITHIN SPECIFIED
AREA OF FIRST WARD.

A proposed ordinance to amend Title 4, Chapter 172, Subsections 020(d) and

(e) of the Municipal Code of Chicago which would disallow the issuance of liquor and package goods licenses, respectively, in the area bounded by South Union Avenue, South Western Avenue, a point south of the alley on West Taylor Street, and West 16th Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
"GABRIEL 'GABE' DITORE" HONORARY
STREET SIGNS ON PORTION OF
WEST VERNON PARK PLACE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to install "Gabriel 'Gabe' Ditore" honorary street signs on that part of West Vernon Park Place, between South Racine and South Morgan Avenues, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The County of Cook/Office of Capital Planning and Policy -- to maintain and use two conduits under and across portion of the public way adjacent to 1111 South Hamilton Avenue;

DePaul University -- to construct and use a pedestrian sky bridge and fire escape over the north/south public alley adjacent to 25 East Jackson Boulevard;

The State of Illinois, Department of Military Affairs -- to construct and use a grease separator in the public way along East Cullerton Street, adjacent to 1910 South Calumet Avenue; and

333 Wacker Drive Venture -- to maintain and use a curb recess, streetlights and street trees along portions of North Franklin and West Lake Streets.

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE
FOR CANOPIES.

Also, two proposed ordinances to amend orders which authorized issuance of permits for canopies to the applicants listed by striking certain language therefrom and inserting certain language in lieu thereof, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fulton-Green Building (Council Journal of October 14, 1992, page 22533) -- by striking: "for a period of three (3) years from and after August 14, 1990" and inserting in lieu thereof: "for a period of three (3) years from and after August 14, 1992"; and

Italian Village Restaurant, Inc. (Council Journal of October 14, 1992, page 22535) -- by striking: "for a period of three (3) years from and after December 31, 1991 to December 31, 1992" and inserting in lieu thereof: "for a period of three (3) years from and after December 31, 1992".

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 1345 WEST
TAYLOR STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Robert L. Pistilli to maintain and use one canopy attached to the building or structure at 1345 West Taylor Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
TAXICAB STANDS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Committee on Transportation and Public Way to give consideration to the establishment of taxicab stands at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

120 West Adams Street -- Taxicab Stand Number 705, for four vehicles;
and

East Solidarity Drive, from a point 70 feet east of the east property line of South Lake Shore Drive, to a point 110 feet east thereof -- Taxicab Stand Number 369, for five vehicles.

Presented By

ALDERMAN MAZOLA (1st Ward),
ALDERMAN MURPHY (18th Ward) And
ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 16, SECTIONS
060 AND 131 OF MUNICIPAL CODE OF CHICAGO TO
PROHIBIT SALE OR PURCHASE OF ALCOHOLIC
LIQUOR TO OR BY MINORS.

A proposed ordinance to amend Title 8, Chapter 16, Sections 060 and 131 of the Municipal Code of Chicago which would prohibit all persons and business establishments from selling, giving or delivering alcoholic liquor to minors, as well as prohibiting persons under the age of 21 years from purchasing, delivering, possessing or consuming alcoholic liquor, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERMAN MAZOLA (1st Ward)
And OTHERS;**

Referred -- AMENDMENT OF TITLE 3 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW CHAPTER 65 ENTITLED
"INTER-TRACK ADMISSION TAX WAGERING
ORDINANCE".

A proposed ordinance, presented by Aldermen Mazola, Steele, Dixon, Murphy, Rugai, Laski, Medrano, Hendon, Bialczak, Suarez, Mell, Wojcik, Banks, Eisendrath, Hansen, Shiller, Schulter, M. Smith, Moore and Stone, to amend Title 3 of the Municipal Code of Chicago which would add thereto a new chapter, to be known as Chapter 65, entitled "Inter-Track Admission Tax Wagering Ordinance", to impose and administer provisions for the collection of an inter-track admission tax, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF
"DR. WILLIAM L. LAMBERT, SR. DRIVE"
HONORARY STREET SIGNS
ON PORTION OF SOUTH
PRINCETON AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to install "Dr. William L. Lambert, Sr. Drive" honorary street signs on that part of South Princeton Avenue, between West 55th and West 61st Streets, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- GRANT OF PRIVILEGE TO PROVIDENT HOSPITAL
OF COOK COUNTY TO CONSTRUCT PVC CONDUITS
ADJACENT TO 500 EAST 51ST STREET.

A proposed ordinance to grant permission and authority to Provident Hospital of Cook County to construct, install, maintain and use three PVC conduits under and across portion of East 50th Place, adjacent to 500 East 51st Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- GRANT OF PRIVILEGE TO AVALON LAUNDROMAT
INCORPORATED TO CONSTRUCT LINT AND CATCH
BASINS ADJACENT TO 1234 EAST 79TH STREET.

A proposed ordinance to grant permission and authority to Avalon Laundromat Incorporated to construct, install, maintain and use lint and catch basins in the public way along a portion of South Avalon Avenue, adjacent to 1234 East 79th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN BEAVERS (7th Ward) And
ALDERMAN TROUTMAN (20th Ward):**

Referred -- AMENDMENT OF 1993 ANNUAL APPROPRIATION
ORDINANCE WITHIN DEPARTMENT OF GENERAL
SERVICES AND MAYOR'S OFFICE OF
PEOPLE WITH DISABILITIES.

A proposed ordinance to amend the proposed 1993 Annual Appropriation

Ordinance within the Department of General Services and the Mayor's Office of People with Disabilities, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the north 124.78 feet of the first north/south 16 foot public alley west of South Halsted Street in the area bounded by West 47th Street, West 47th Place, South Halsted Street and Conrail (formerly the Union Stock Yards and Transit Company) for Charles Markopoulos (File No. 8-11-92-1713); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 130
OF MUNICIPAL CODE OF CHICAGO TO ALLOW EXTENDED
HOURS OF OPERATION FOR CERTAIN LICENSED
RETAIL LIQUOR ESTABLISHMENTS.

A proposed ordinance to amend Title 4, Chapter 172, Section 130 of the Municipal Code of Chicago by redesignating the existing paragraphs (f), (g), (h) and (i) as paragraphs (g), (h), (i) and (j) and inserting therein a new paragraph, to be known as paragraph (f), which would allow licensed operators of a retail liquor establishment to extend their hours of operation for a period of one night upon application and payment of an additional fee therefor with each such privilege requiring a separate and distinct license and payment, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTION 340 TO ESTABLISH
PAYMENT SCHEDULE FOR SPECIAL
CITY SERVICES RENDERED
PROFESSIONAL SPORTS
EVENTS.

Also, a proposed ordinance to amend Title 10, Chapter 8 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 340, which would establish a payment schedule for special City services rendered in conjunction with professional sports events, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN MADRZYK (13th Ward),
ALDERMAN MAZOLA (1st Ward) And
ALDERMAN LEVAR (45th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 16 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTIONS 600, 601 AND 602 TO
IMPOSE ADMISSION TAX ON ALL
TICKETS FOR PROFESSIONAL
SPORTS EVENTS.

A proposed ordinance to amend Title 4, Chapter 16 of the Municipal Code of Chicago by adding thereto three new sections, to be known as Sections 600, 601 and 602, which would impose and administer provisions for the collection of an admission tax on all tickets for professional sports events, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 100,
SECTION 050 OF MUNICIPAL CODE OF CHICAGO
TO EXPUNGE PENALTIES ASSOCIATED
WITH DELAYED NOTICE OF
PARKING VIOLATIONS.

Also, a proposed ordinance to amend Title 9, Chapter 100, Section 050 of the Municipal Code of Chicago by adding thereto a new paragraph, to be known as paragraph (g), which would expunge any penalties associated with parking violations if notice for such parking violations is postmarked later than one year from date of occurrence of such violations, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY COMMONWEALTH
COMMUNITY CHURCH.

A proposed ordinance requiring Commonwealth Community Church to pay a Ten Dollar license fee for each of the special police employed at 140 West 81st Street, pursuant to the provisions of Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN MURPHY (18th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 4, CHAPTER 16, SECTION
020 OF MUNICIPAL CODE OF CHICAGO TO RAISE
PERCENTAGE OF AMUSEMENT TAX.

A proposed ordinance, presented by Aldermen Murphy, Mazola, Madrzyk, Laski, Mell and Levar, to amend Title 4, Chapter 16, Section 020 of the Municipal Code of Chicago which would raise the percentage of the City's amusement tax from 4% to 6%, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 74, SECTION
050 OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH
EXAMINATION REPORTING PROCEDURE FOR ALL
EMPLOYMENT CANDIDATES.

A proposed ordinance to amend Title 2, Chapter 74, Section 050 of the

Municipal Code of Chicago by renumbering the existing subparagraph (15) as subparagraph (16) and inserting therein a new subparagraph (15) which would establish an examination reporting procedure within the Personnel Rules wherein all employment candidates shall be notified of their examination results and may inspect their examination papers and record, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION
020 OF MUNICIPAL CODE OF CHICAGO BY REPEALING
SUBSECTION (10) WHICH PROHIBITED ISSUANCE
OF LIQUOR LICENSES WITHIN SPECIFIED
AREA OF TWENTY-THIRD WARD.

A proposed ordinance to amend Title 5, Chapter 172, Section 020 of the Municipal Code of Chicago by repealing Subsection (10) which prohibited the issuance of liquor licenses within portions of the 23rd Ward, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERMAN LASKI (23rd Ward),
ALDERMAN MURPHY (18th Ward) And
ALDERMAN MELL (33rd Ward):**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 8, SECTION
040 OF MUNICIPAL CODE OF CHICAGO TO REDUCE
SALARY OF ALDERMEN ELECTED IN 1991
AND SUBSEQUENT TERMS.

A proposed ordinance to amend Title 2, Chapter 8, Section 040 of the Municipal Code of Chicago which would reduce the annual salary of aldermen elected in 1991 and subsequent terms from \$55,000.00 to \$53,350.00, which

was Referred to the Committee on the Budget and Government Operations.

Presented By

**ALDERMAN LASKI (23rd Ward),
ALDERMAN MAZOLA (1st Ward),
ALDERMAN MURPHY (18th Ward) And
ALDERMAN MELL (33rd Ward):**

Referred -- FREEZE ON NON-UNION PERSONNEL SALARIES.

A proposed ordinance to freeze the salaries of all non-union personnel at the 1992 rate, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- GRANT OF PRIVILEGE TO HARVEY LUMBER
COMPANY TO MAINTAIN FENCE ADJACENT TO
1731 WEST CERMAK ROAD.

A proposed ordinance to grant permission and authority to Harvey Lumber Company to maintain and use a fence on the public way adjacent to 1731 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT TO ERECT SIGNS/SIGNBOARDS
AT 2201 SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Ad Electric Sign Company for the erection of two

signs/signboards at 2201 South Western Avenue for Crystal Auto Mart, which was *Referred to the Committee on Buildings*.

Referred -- CONSIDERATION FOR RELOCATION OF LIGHT POLE
ON PORTION OF SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the relocation of a light pole from 2210 South Western Avenue, to a point twelve feet north thereof, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HENDON (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF
WEST QUINCY STREET AND SPECIFIED
PUBLIC ALLEYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of West Quincy Street, between South Wood Street and West Ogden Avenue; also all that part (45.7 feet) of the first north/south 15 foot public alley west of South Ogden Avenue; also the north 25 feet of the first north/south 15 foot public alley east of South Wood Street all in the block bounded by West Quincy Street, West Jackson Boulevard, West Ogden Avenue and South Wood Street for Rush-Presbyterian-St. Luke's Medical Center (File No. 18-27-92-1711); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Hendon 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 Hendon, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 1240
WEST RANDOLPH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Lift Truck Corporation of America to maintain and use one canopy attached to the building or structure at 1240 West Randolph Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- MEDICAL INSTITUTIONS URGED TO BOYCOTT
FISHER SCIENTIFIC UNTIL REPLACED WORKERS
ARE REHIRED AND REINSURED.

Also, a proposed resolution urging all medical institutions within City of Chicago boundaries to boycott Fisher Scientific and use alternative suppliers for medical equipment until Fisher Scientific rehires and reinsures all replaced workers, which was *Referred to the Committee on Health*.

Presented By

**ALDERMAN HENDON (27th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 9, CHAPTER 112, SECTIONS 030
AND 555 OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH
EXEMPT LICENSURE STATUS FOR "JITNEY"
LIVERY SERVICES.

A proposed ordinance presented by Aldermen Hendon, Rush, Streeter, Troutman, Evans, Miller, E. Smith and Giles, to amend Title 9, Chapter 112, Sections 030 and 555 which would exempt the operation of jitney livery services within the City of Chicago from licensure status pending a special committee investigation regarding the development of a licensing program for such operations, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF TITLE 11, CHAPTER 4, OF MUNICIPAL
CODE OF CHICAGO BY ADDING NEW SECTIONS 1291, 1292
AND 1293 WHICH WOULD REGULATE PLAYING OF
SPECIFIED SOUND DEVICES IN PUBLIC WAY.

A proposed ordinance to amend Title 11, Chapter 4 of the Municipal Code of Chicago by adding thereto new sections, to be known as Sections 1291 and 1292 which would regulate the playing of sound devices in motor vehicles and in the public way, respectively, and Section 1293 which would impose a penalty upon violation of the above sections, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN WOJCIK (35th Ward):

CONGRATULATIONS AND RECOGNITION EXTENDED TO
CUB SCOUT TROOP NUMBER 3865.

A proposed resolution reading as follows:

WHEREAS, Cub Scout Troop Number 3865 of Chicago's great northwest side was founded in May of 1959; and

WHEREAS, Cub Scout Troop Number 3865 of Saint Benedicts Parish has membership of forty-six young gentlemen who apply their energies and talents to uphold the great standards and traditions of scouting; and

WHEREAS, Cub Scout Troop Number 3865 typifies the excellency of youth in Chicago by the dedication of Cub Master John Sapade and Leaders Linda Ecklund and Debbie Stiles; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of November, 1992, A.D., do hereby extend our best wishes to Cub Scout Troop Number 3865 for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Alderman Michael A. Wojcik for presentation.

Alderman Wojcik 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 Wojcik, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Presented By

**ALDERMAN WOJCIK (35th Ward)
And OTHERS:**

Referred -- CONSIDERATION FOR INCREASE IN SALES TAX
ON ALCOHOLIC BEVERAGES.

A proposed ordinance, presented by Aldermen Wojcik, Preckwinkle, Fary, Madrzyk, Coleman, Streeter, Bialczak, Mell, Banks, Natarus, M. Smith and Stone, to consider increasing the sales tax to 1¼% on all alcoholic beverages, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BANKS (36th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 3, CHAPTER 52, SECTION 020
OF MUNICIPAL CODE OF CHICAGO TO INCREASE
VEHICLE FUEL SALES TAX AND ALLOCATE
PORTION THEREOF FOR LIBRARY
OPERATIONS.

A proposed ordinance, presented by Aldermen Banks, Mazola, Preckwinkle, Beavers, Dixon, Buchanan, Fary, Madrzyk, Jones, Coleman, Rugai, Troutman, Laski, Medrano, Bialczak, Suarez, Mell, Wojcik, Giles, Laurino, Doherty, Natarus, Hansen, Levar, Schulter, M. Smith and Stone, to amend Title 3, Chapter 52, Section 020 of the Municipal Code of Chicago, which would increase the vehicle fuel sales tax to \$.10 per gallon and allocate 20% of this tax to maintain Sunday hours of operation for the Harold Washington Library and all Chicago public libraries, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- CONSIDERATION FOR HONORARY STREET
DESIGNATIONS ALONG PORTIONS OF
SPECIFIED PUBLIC WAYS.

Two proposed orders directing the Commissioner of Transportation to give consideration to conferring the honorary designations noted along the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

"Emma Grady Street" -- on North Keating Avenue, from West Hirsch Street to West Le Moyne Street; and

"Reverend Charlie Murray Avenue" -- on North Laramie Avenue, from West Kinzie Street to West Chicago Avenue.

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- EXEMPTION OF THE TELEMARKETING COMPANY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITY ADJACENT
TO 3945 NORTH NEENAH AVENUE.

A proposed ordinance to exempt The Telemarketing Company from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 3945 North Neenah Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF
ALLEYLIGHT BEHIND 5000 -- 5008 NORTH
KIMBALL AVENUE.

A proposed order authorizing and directing the Commissioner of Streets and Sanitation to cause the installation of a new alleylight behind the premises at 5000 -- 5008 North Kimball Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 3019 WEST
PETERSON AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Piser Weinstein Menorah Chapel to maintain and use one canopy attached to the building or structure at 3019 West Peterson Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 17, CHAPTER 19A, ARTICLES
9 AND 10 OF MUNICIPAL CODE OF CHICAGO (CHICAGO
ZONING ORDINANCE) BY RECLASSIFYING
"ADULT USES" WITHIN CERTAIN
ZONING DISTRICTS.

A proposed ordinance to amend Title 17, Chapter 19A, Articles 9 and 10 of

the Municipal Code of Chicago, the Chicago Zoning Ordinance, by removing "Adult Uses" as Permitted Uses in C2-1 to C2-5 General Commercial Districts and C3-1 to C3-7 Commercial-Manufacturing Districts and including them as Special Uses within C1-1 to C1-5 Restricted Commercial Districts, C3-1 to C3-7 Commercial Manufacturing Districts, C4 Motor Freight Terminal Districts and M1-1 to M1-5 Restricted Manufacturing Districts, which was *Referred to the Committee on Zoning*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Career Centers of Illinois, doing business as John Casablancas Modeling and Career Center -- for two canopies at 435 North LaSalle Street; and

Lake Shore National Bank, under Trust Number 4967 -- for one canopy at 160 East Huron Street.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- EXEMPTION OF MR. ZIGGY BEDNARZ FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITY
ADJACENT TO 5395 NORTH
MILWAUKEE AVENUE.

A proposed ordinance to exempt Mr. Ziggy Bednarz from the physical barrier

requirement pertaining to alley accessibility for the parking facility adjacent to 5395 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN EXISTING CANOPY AT 5149
NORTH ASHLAND AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Nelson Funeral Homes, Inc. to maintain one canopy attached to the building or structure at 5149 North Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. David Arnoux, doing business as Hero's -- for one canopy at 3600 North Western Avenue; and

Thai Room Restaurant -- for two canopies at 4022 North Western Avenue.

Presented By

ALDERMAN SCHULTER (47th Ward)
And OTHERS:

Referred -- SUBCOMMITTEE ON INTERGOVERNMENTAL AFFAIRS
REQUESTED TO REVIEW EXPENDITURES OF CHICAGO
PUBLIC SCHOOLS' RECREATION FUND.

A proposed resolution, presented by Aldermen Schulter, Mazola, Rush, Tillman, Preckwinkle, Steele, Beavers, Dixon, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Laski, Miller, Medrano, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Shiller, M. Smith, Moore and Stone, requesting administrators of the Chicago Public Schools' Recreation Fund to provide a Subcommittee on Intergovernmental Affairs with a thorough accounting of its budgets for fiscal years 1992 and 1993 for purposes of enhancing public accountability over recreation fund expenditures, which was *Referred to a Joint Committee composed of the members of the Committee on Education and the members of the Committee on Parks and Recreation.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 1559 WEST
DEVON AVENUE AND 6349 -- 6355
NORTH CLARK STREET.

A proposed order authorizing the Director of Revenue to issue a permit to G. B. Cooper, Inc., doing business as Stacks & Steaks, to maintain one canopy attached to the building or structure at 1559 West Devon Avenue and 6349 -- 6355 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION AND WATER RATE
EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN MAZOLA (1st Ward):

Saint Ignatius High School -- for rehabilitation of existing classrooms on the premises known as 1076 West Roosevelt Road.

BY ALDERMAN STEELE (6th Ward):

9700 South Forest Avenue Block Club -- for installation of residential post lights in the 9700 block of South Forest Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Saint Edmund's Redevelopment Corporation -- for rehabilitation of existing structures at various locations (2).

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House and Health Care Center -- for installation of wheelchair lift and interior remodeling on the premises known as 3831 North Mozart Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN MAZOLA (1st Ward):

Saint Cabrini Hospital, 811 South Lytle Street.

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive.

BY ALDERMAN BEAVERS (7th Ward);

Lakeview Living Center, 7270 South South Shore Drive.

South Chicago Community Hospital, 2320 East 93rd Street.

BY ALDERMAN BUCHANAN (10th Ward):

Ada S. McKinley Moore House, 9135 South Brandon Avenue.

BY ALDERMAN BIALCZAK (30th Ward):

Mid-West Bible Church, 3441 North Cicero Avenue (2).

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street.

BY ALDERMAN CULLERTON (38th Ward):

Our Lady of the Resurrection Day Care Center, 5600 North Central Avenue.

Our Lady of the Resurrection Medical Center, 5645 West Addison Street (2).

BY ALDERMAN O'CONNOR (40th Ward):

M & M Foundation for the Retarded, 5666 North Lincoln Avenue (2).

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Warren N. Barr Pavilion, 66 West Oak Street.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital Medical Center, 4550 North Winchester Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MAZOLA (1st Ward):

Chinese Consolidated Benevolent Association of Chicago, 250 West 22nd Place -- annual building inspection fee.

Safer Foundation, 301 South Jefferson Street -- annual building inspection fee.

BY ALDERMAN PRECKWINKLE (4th Ward):

Saint Paul the Redeemer Episcopal Church, 4945 South Dorchester Avenue -- annual handicapped access ramp fee.

BY ALDERMAN STEELE (6th Ward):

Israel Methodist Community, 7606 South Cottage Grove Avenue -- annual building inspection fee.

BY ALDERMAN BUCHANAN (10th Ward):

Catholic Archdiocese, 8731 South Exchange Avenue -- annual building inspection fee.

Saint Mary Magdalene Rectory, 8426 South Marquette Avenue -- annual building inspection fee.

South Chicago Young Mens Christian Association, 3039 East 91st Street -- sign inspection fee and annual building inspection fees (2).

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, 2616 West 47th Street -- annual driveway maintenance inspection fee.

BY ALDERMAN STREETER (17th Ward):

Pleasant Green Baptist Church, 7545 South Vincennes Avenue -- annual projecting sign inspection fee.

BY ALDERMAN MURPHY (18th Ward):

Ezzard Charles Day Care Center, 7946 South Ashland Avenue -- projecting sign inspection fee.

BY ALDERMAN MELL (33rd Ward):

Gordon Technical High School, 3633 North California Avenue -- sign inspection fee.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home, doing business as Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- annual driveway maintenance and inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

North Park Home, 6074 North Avondale Avenue -- annual driveway maintenance and inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations -- annual driveway maintenance and inspection fee, annual place of public assembly inspection fee and "No Parking" sign inspection fees (3).

Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- annual driveway maintenance and inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Medical Center, various locations -- annual driveway maintenance inspection fees and annual fuel burning equipment inspection fees (2).

REFUND OF FEES.

BY ALDERMAN MAZOLA (1st Ward):

De Paul University, 25 East Jackson Boulevard -- refund in the amount of \$245,770.75.

BY ALDERMAN E. SMITH (28th Ward):

Taylor Electric Company, 4145 West Kinzie Street -- refund in the amount of \$1,260.00.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House and Health Care Center, 3831 North Mozart Street -- refund in the amount of \$276.25.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- refund in the amount of \$1,740.00.

WAIVER OF FEES:

BY ALDERMAN WOJCIK (35th Ward):

Nursing Home, 2650 North Ridgeway Avenue -- waiver of nursing home license fee.

BY ALDERMAN LAURINO (39th Ward):

Kagan Home for the Blind, 3525 West Foster Avenue -- waiver of water bill fees.

WATER RATE EXEMPTIONS:

BY ALDERMAN MADRZYK (13th Ward):

Saint Mary of the Sea Church, 6435 South Kilbourn Avenue.

BY ALDERMAN BURKE (14th Ward):

Saint Basil Church, 1800 -- 1824 West 55th Street.

BY ALDERMAN MELL (33rd Ward):

Gordon Technical High School, various locations (2).

BY ALDERMAN GILES (37th Ward):

Northwest Institute Academy, 5108 West Division Street.

Northwest Institute Community Outreach Program, 5118 West Division Street.

Northwest Institute Nature Preserve, 5100 West Division Street.

Northwest Institute Preschool Contemporary Learning, Inc., 4040 West Division Street.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN MADRZYK (13th Ward):

Godek, Sophie C.

Moore, Dolores A.

BY ALDERMAN NATARUS (42nd Ward):

Ruby, Leon

BY ALDERMAN EISENDRATH (43rd Ward):

Friedman, William

Rader, Annette

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (November 6, 1992).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 6, 1992 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*.

JOURNAL (November 10, 1992).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on November 10, 1992 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*.

JOURNAL CORRECTIONS.

(February 6, 1991)

Alderman Banks moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, February 6, 1991, as follows:

Page 30568 -- by deleting the name "Frank J. Jefferies" appearing in the second line from the top of the page and inserting in lieu thereof the name "FJJ, Inc., by Frank J. Jefferies".

Page 30569 -- by deleting the name "Frank J. Jefferies" appearing in the second line from the top of the page and inserting in lieu thereof the name "FJJ, Inc.".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

Re-Referred -- ACCEPTANCE OF BID FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT 1800 -- 1802
WEST HADDON AVENUE/1138 NORTH
WOOD STREET.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Housing and Real Estate, deferred and published in the Journal of the Proceedings of February 26, 1992, pages 13356 through 13361, recommending that the City Council pass the proposed ordinance regarding the acceptance of a bid for purchase of City-owned vacant property at 1800 -- 1802 West Haddon Avenue/1138 North Wood Street.

Alderman Gutierrez then moved to *Re-Refer* the said proposed ordinance to the Committee on Housing and Real Estate. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Housing and Real Estate*.

APPROVAL OF ZONING EXCEPTIONS FOR CHANGE OF
LICENSEE AND CONTINUED OPERATION OF
TAVERNS AT DESIGNATED LOCATIONS.

On motion of Alderman Burke, the City Council took up for consideration

the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 6, 1992, pages 23551 through 23556, recommending that the City Council adopt said proposed resolutions approving zoning exceptions for change of licensee and continued operation of taverns at designated locations.

On motion of Alderman Banks, the said proposed resolutions were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

4600 South Troy Street.

WHEREAS, Andrzej Leja and Ann Leja, doing business as Troy Tap, Inc., as licensee, filed on September 25, 1992, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a one-story building, in an R3 General Residence District, on the premises at 4600 South Troy Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered September 24, 1992 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Article 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R3 General Residence District; that the subject site is improved with a one-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a one-story building, on premises at 4600 South Troy Street, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Andrzej Leja and Ann Leja, doing business as Troy Tap, Inc., as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

2644 South Wells Street.

WHEREAS, Mary Kay Ungarelli, doing business as The Front Row, as licensee, filed on August 31, 1992, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two-story building, in an R4 General Residence District, on the premises at 2644 South Wells Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered August 31, 1992 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R4 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R4 General Residence District; that the subject site is improved with a two-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 2644 South Wells Street, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Mary Kay Ungarelli, doing business as The Front Row, as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Chicago Zoning Ordinance.

1059 West Wrightwood Avenue.

WHEREAS, Thomas Piazza and Phillip Piazza, doing business as Wrightwood Tap (W.T. Corporation), as licensee, filed on August 20, 1992, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two-story building, in an R4 General Residence District, on the premises at 1059 West Wrightwood Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered August 20, 1992 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R4 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R4 General Residence District; that the subject site is improved with a two-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 1059 West Wrightwood Avenue, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Thomas Piazza and Phillip Piazza, doing business as Wrightwood Tap (W.T. Corporation), as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the dispensing of food to customers of the tavern in the subject site building shall hereby be limited to sandwiches or similar items and limited to preparation in microwave or toaster ovens only; that no full-service kitchen shall be opened for the preparation of complete meals; that the serving of food shall be limited to within the existing first floor non-conforming tavern area within the existing non-conforming building and shall not be expanded beyond this area in any manner, as per Article 6.4-6 of the Chicago Zoning Ordinance; and that the issuance of a food dispenser license for the subject site shall hereby be considered a right to conduct only limited accessory food service as stated herein, and shall not be construed as a right to operate a restaurant.

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 6, 1992, pages 23556 through 23570, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-G in the area bounded by:

the alley next north of and parallel to West Grand Avenue; a line 30 feet east of and parallel to North Noble Street; West Grand Avenue; and North Noble Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 1-G in the area bounded by:

the alley next north of and parallel to West Huron Street; North Racine Avenue; West Huron Street; and a line 24 feet west of North Racine 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 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

a line 80.52 feet north of the alley north of and parallel to West Kinzie Street; North Morgan Street; the alley north of and parallel to West Kinzie Street; and North Carpenter Street,

to those of a C3-4 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-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

West Ohio Street; North Leavitt Street; a line 50 feet, 1 $\frac{1}{4}$ inches south of and parallel to West Ohio Street; the alley next west of and parallel to North Leavitt 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 2-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. 2-G in the area bounded by:

West Madison Street; South Loomis Street; a line 258.3 feet south of West Madison Street; and South Laflin Street,

to those of a C2-3 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-I in the area bounded by:

the alley next north of and parallel to West Armitage Avenue; a line 141 feet east of North Albany Avenue; West Armitage Avenue; and a line 116 feet east of North Albany 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 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 5-I in the area bounded by:

the alley next north of and parallel to West Homer Street; a line 216 feet east of North Campbell Avenue; West Homer Street; North Campbell Avenue; a line 63.91 feet north of West Homer Street; and a line 106.50 feet east of North Campbell Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-N in the area bounded by:

West Grand Avenue; a line 118.5 feet east of North Nagle Avenue at the southerly right-of-way line of West Grand Avenue; a line 156.05 feet north of West Belden Avenue; and North Nagle Avenue,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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 R5 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by:

West Belmont Avenue; a line 88 feet west of North Orchard Street; the alley next south of West Belmont Avenue; and a line 138 feet west of North Orchard Street,

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 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 R5 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

West Barry Avenue; North Wilton Avenue; West Nelson Street; and the easterly right-of-way line of the Chicago Transit Authority (elevated structure),

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 75 feet north of and parallel to West Fletcher Street; North Racine Avenue; West Fletcher Street; and a line 125 feet west of and parallel to North Racine Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 7-G.
(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. 7-G in the area bounded by:

West Wrightwood Avenue; a line 185.19 feet west of North Southport Avenue; the alley next south of and parallel to West Wrightwood Avenue; and a line 281.29 feet west of North Southport Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 7-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. 7-H in the area bounded by:

the alley next north of West Barry Avenue; a line 324.50 feet east of and parallel to North Ravenswood Avenue; West Barry Avenue; and a line 225 feet east of and parallel to North Ravenswood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-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. 8-F in the area bounded by:

a line 198 feet south of West 38th Street; South Wallace Street; a line 223 feet south of West 38th Street; and the alley next west of and parallel to South Wallace Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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. 9-H in the area bounded by:

West Byron Street; the alley next west of and parallel to North Hermitage Avenue; West Grace Street; and North Ravenswood Avenue (the easterly right-of-way),

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 9-N.
(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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 9-N in the area bounded by:

West Addison Street; a line 109.88 feet west of North Nordica Avenue; the alley next south of and parallel to West Addison Street; and a line 184.88 feet west of North Nordica Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-G in the area bounded by:

a line 300.15 feet north of West Montrose Avenue; North Sheridan Road; a line 200.15 feet north of West Montrose Avenue; and a line from a point 200.15 feet north of West Montrose Avenue and 44.48 feet west of North Sheridan Road, to a point 300.15 feet north of West Montrose Avenue and 67.24 feet west of North Sheridan Road (point of beginning),

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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 11-K in the area bounded by:

the northerly right-of-way line of corner and Northwest Railroad; the alley next east of and parallel to North Tripp Avenue; a line 183 feet north of West Irving Park Road; and North Tripp 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 11-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 11-M in the area bounded by:

a line 135.75 feet north of West Giddings Street; a line 643.5 feet west of North Melvina Avenue; West Giddings Street; and a line 733.5 feet west of North Melvina 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 12-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-G in the area bounded by:

West 47th Street; South Halsted Street; a line 265.55 feet south of West 47th Street; the alley next west of and parallel to South Halsted Street; the alley next south of and parallel to West 47th Street; and a line 241 feet west of South Halsted Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 13-M in the area bounded by:

beginning at a point 50 feet north of the center line of West Higgins Road and 83 feet southeasternly of the center line of North Mulligan Avenue; thence northeasternly 125 feet along the northwest line of Lot 132 to the public alley north of West Higgins Road; thence southeasternly along the south line of the said public alley 100 feet; thence southwest 125 feet along the east line of Lot 129 to a point 50 feet north of the center line of West Higgins Road; and thence northwesternly 100 feet along a line 50 feet north of the center line of West Higgins Road to the point of beginning,

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 14-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 14-F in the area bounded by:

West 61st Street; South State Street; West 63rd Street; a line from a point 1.41 feet west of South State Street and the north line of West 63rd Street to a point 13.67 feet west of South State Street, and 63.77 feet north of West 63rd Street (as measured from the westerly line of South State Street); a line from a point 13.67 feet west of South State Street and 63.77 feet north of West 63rd Street (as measured from the westerly line of South State Street) to a point 111.55 feet west of South State Street and 794.43 feet north of West 63rd Street (as measured from the westerly line of South State Street); a line 794.43 feet north of West 63rd Street; and a line 212 feet west of South State Street,

to those of an M2-1 General 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 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

West 56th Street; a line 133.5 feet east of and parallel to South Sayre Avenue; a line 59.05 feet south of and parallel to West 56th Street; and South Sayre Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-H in the area bounded by:

a line 174.93 feet south of West 72nd Street; the alley next east of and parallel to South Western Avenue; a line 299.93 feet south of West 72nd Street; and 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 24-A.

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. 24-A in the area bounded by:

East 97th Street; the alley next east of and parallel to South Avenue L; a line 50 feet south of and parallel to East 97th Street; and South Avenue L,

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 28-A.

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 and M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 28-A in the area bounded by:

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

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Thirty-five students from Carl Schurz High School, including members of the Junior and Senior Student Council and U. S. History honor students, accompanied by teachers, Ms. Sally Nochowitz, Ms. Camille Kopielski and Ms. Doris Liberman;

Thirty-seven students from the Bridgeport Catholic Academy "Bandits" football team, which took first place in the Catholic Grade School Football Conference, accompanied by head coach, Mike Vitek and various assistant coaches;

Six Cub Scouts from Saint Benedict's Parish, Troop Number 3865, accompanied by Troop Leader, Ms. Debbie Stiles and Assistant Troop Leader, Ms. Linda Ecklund;

Twenty-seven seventh and eighth grade students from Jose De Diego Community Academy, accompanied by eighth grade teacher, Ms. Barbara Cutcher, Social Worker, Ms. Debora Klopfenstein and Assistant Principal, Ms. Tonietta Boyd; and

Third grade students from Alfred D. Kohn School, studying law and political science, accompanied by teachers, Ms. Queen Welch, Ms. LaVerne Williams and Ms. Shaharra Lewis.

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 Tuesday, the twenty-fourth (24th) day of November, 1992 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9th) day of December, 1992 at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

RECESS TAKEN.

At this point in the proceedings, Alderman Burke moved that the City Council do *Recess* for the purpose of reconvening to hear testimony on the proposed 1993 Executive Budget. The motion *Prevailed* and the City Council *Stood in Recess*.

PUBLIC HEARING ON EXECUTIVE BUDGET
FOR YEAR 1993.

Alderman Austin requested the record reflect that at 12:00 Noon the City Council reconvened for the purpose of conducting a public hearing on the proposed 1993 Executive Budget.

Alderman Burke moved to elect Alderman Austin as Temporary Chairman. The motion *Prevailed* by a viva voce vote.

After indicating that interpreters were available for the hearing impaired and for any Spanish speaking people, Chairman Austin thereupon presented the following speakers, who addressed the Council:

Ms. Toni Hartrich
Director of Personnel

The Civic Federation

Mr. Donald E. Truitt
President-Elect

Chicago Association of
Realtors

At this point in the proceedings, Alderman Burke moved to elect Alderman Medrano as Temporary Chairman. The motion *Prevailed* by a viva voce vote.

Chairman Medrano then presented the following speakers who addressed the Council:

Mr. William G. Bradna
President

Chicago Property Owners
Association, Inc.

Mr. Ray Harris
Director of Intergovernmental
Affairs

AFSCME Council 31

Ms. Sherry Rontos and
Mr. Paul Esparza

Pilsen Neighbors Community
Council

Ms. Edna Pardo
Co-President

League of Women Voters

Ms. Frances Sandoval

Mothers Against Gangs

Mr. Robert Schultz
Manager-Case Management
Unit

Access Living

Ms. Evelyn Johnson

Concerned citizen

Ms. Lillian Foster

Jeffrey Manor Crime Watch

Mr. Matt Delnorio

Concerned citizen

Reverend Robert M. Dickey

Concerned citizen

Mr. Jarvis Williams
President

Public Service Employees
Union -- Local 46

Mr. Mike Dukowski

Concerned citizen

Mr. Antonio Araada

Concerned citizen

Mr. John W. Skorborg Chief Economist	Chicagoland Chamber of Commerce
Ms. Roseann Lopez	Chicago Coalition to Save Our Mental Health Centers
Ms. Elaine Hodis	Chicago Coalition to Save Our Mental Health Centers
Mr. Mike Lombardi	Chicago Coalition to Save Our Mental Health Centers
Mr. Allan Mellis President	Friends of the New Lincoln Park Library
Mr. Gordon Mayer	Upper East Side Crime Watch
Ms. Marian Byrnes	Jeffery Manor Crime Watch/ Spokesperson for 35th District State Representative Clem Balanoff
Mr. Kevin O'Donnell	Up Rave Trust, Inc.
Ms. Victoria Khamis	Up Rave Trust, Inc.
Mr. Larry Cabarlen	Concerned citizen
Ms. Amy Ruth Sheffield	Concerned citizen
Ms. Carol Wyant Executive Director	Landmarks Preservation Council of Illinois

The following individuals were registered with the Council and/or provided written statements:

Ms. Dot Youll	Concerned citizen
Ms. Wendy Siegel	Travelers and Immigrants Aid
Ms. Phyllis J. Handelman	American Refugee Committee and Health Workers and Translators
Ms. Jan Flapan	Chicago Committee of Library Users

Ms. Marcia Dalenberg	Concerned citizen
Ms. Jeane J. Jell	Ukrainian Village Neighborhood Association
Ms. Deborah Bayly	South Hamlin Neighbors and Lake View Academy
Ms. Patricia Burns	NNPOA
Mr. Mack Tenorio	Concerned citizen
Ms. Kanzella Hatley	Local School Council
Ms. Margaret Brown	Lowell School
Reverend Debra Jones	Saint Elizabeth Church
Ms. Gina Merchado	Mothers Against Street Violence
Ms. Gloria Roman	Roque De DuPrey School
Mr. Edwin Tyska	Von Humboldt School
Mr. Antonio J. Miranda	Southwest Community Congress
Dr. Nathe Kindle	Anti-Gang/Drug Coalition
Ms. Betty Barclay	Friends of Edgewater Library
Mr. Harris Brown	Chicago Coalition to Save Our Mental Health Centers
Ms. Catherine Rondinelli	Andersonville Chamber of Commerce

Ms. Brenda Stevenson	Chicago Intervention Network
Mr. Ted Wysochi	Chicago Association of Neighborhood Development Organizations
Mr. Frank W. Nagorka	Metropolitan Ambulance Association
Mr. Jerry Gordon	Metropolitan Ambulance Association
Ms. Jane Grady	Illinois Alliance for Quality Early Childhood Services
Ms. Connie M. Guy	Henry D. Lloyd School
Ms. Willa A. Thompson	8100 Exchange Block
Ms. Nancy Anthony	Concerned citizen
Ms. Dora Bernal	Concerned citizen
Mr. Jim Bottalla	American United Cab Association

At this point in the proceedings, Chairman Medrano asked if any other individuals wished to present statements. There was no response.

Alderman Burke then moved to *Conclude* the public hearing on the proposed 1993 Executive Budget and to resume the regular order of business. The motion *Prevailed*.

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, December 9, 1992, at 10:00 A.M., in the Council Chambers in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.